

WORKING AGREEMENT

BETWEEN

**POLK COUNTY PROFESSIONAL
FIRE FIGHTERS ASSOCIATION**



IAFF LOCAL 4196

AND

POLK COUNTY FIRE DISTRICT NO. 1



JUNE 26, 2021 TO JUNE 25, 2024

TABLE OF CONTENTS

ARTICLE 1 - CONTRACTING PARTIES	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
ARTICLE 4 - PROBATIONARY PERIOD	2
ARTICLE 5 - HOURS OF WORK AND OVERTIME	3
ARTICLE 6 - SENIORITY	5
ARTICLE 7 - LAYOFF.....	6
ARTICLE 8 - TRADE TIME.....	6
ARTICLE 9 - TEMPORARY ASSIGNMENT	7
ARTICLE 10 - PAID TIME OFF	7
ARTICLE 11 - COVERAGE FOR ATTENDING UNION RELATED BUSINESS.....	13
ARTICLE 12 - PAYROLL DEDUCTIONS	13
ARTICLE 13 - OTHER TIME OFF.....	13
ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY	14
ARTICLE 15 - DISCIPLINE AND DISCHARGE	14
ARTICLE 16 - GRIEVANCE PROCEDURE	15
ARTICLE 17 - PERSONNEL FILES.....	16
ARTICLE 18 - PAYROLL.....	16
ARTICLE 19 - WELLNESS AND FITNESS	16
ARTICLE 20 - RETIREMENT	17
ARTICLE 21 - WORKERS' COMPENSATION	17
ARTICLE 22 - ALLOWANCES.....	17
ARTICLE 23 - WAGES	17
ARTICLE 24 - INSURANCE.....	18
ARTICLE 25 - CONTINUITY OF PERFORMANCE	19
ARTICLE 26 - PROMOTIONS	19
ARTICLE 27 - SAVINGS	19
ARTICLE 28 - COMPREHENSIVE AGREEMENT	19
ARTICLE 29 - DISCRIMINATION	19
ARTICLE 30 - CONVERSION OF WAGE AND BENEFITS ACCRUALS.....	20
ARTICLE 31 - DRUG AND ALCOHOL TESTING.....	21
ARTICLE 32 - LABOR MANAGEMENT COMMITTEE	22
ARTICLE 33 - TERM OF AGREEMENT	22

ARTICLE 1- CONTRACTING PARTIES

This is an agreement by and between Polk County Fire District No. 1 hereinafter “the District” and Polk County Professional Fire Fighters Association (International Association of Firefighters Local 4196), hereinafter “the Union”, for the purpose of setting the wages, hours and working conditions of District employees within the bargaining unit, and the promotion of cooperation, communication and understanding between the parties.

This contract will be the sole agreement governing wages, benefits, hours, terms and conditions of employment unless a side agreement is agreed to in writing by the Union and the District. No individual agreements inconsistent with this Agreement or limiting any rights or benefits provided under this Agreement will be allowed between individual members of the bargaining unit and the District.

ARTICLE 2 - RECOGNITION

The District recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for all full-time regular personnel of the District, excluding Fire Chief, Deputy Chief, Division Chiefs and non-uniform personnel, and excluding confidential and supervisory personnel.

This Agreement shall not be construed to prohibit or limit temporary assignment of non-bargaining unit personnel to the performance of bargaining unit work when such assignment is permitted under the District civil service rules. Under all conditions, all bargaining unit positions will be filled within 180 days by appointment which may be regular or conditional based on reinstatement rights of others.

ARTICLE 3 - MANAGEMENT RIGHTS

Management Rights. It is recognized that an area of responsibility must be reserved to the District and Chief of the Department if they are to effectively serve the public except and to the extent expressly abridged by specific provisions of this Contract. It is recognized that the responsibilities of management are exclusive functions to be exercised by the District and not subject to negotiation. By way of illustration, and not limitation, the following are listed as management functions:

1. The determination of the services to be rendered to the citizens served by the District;
2. The determination of the District's financial, budgetary, accounting and organizational policies and procedures;
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the District establishing personnel rules and regulations not inconsistent with the terms of this Contract;
4. Management and direction of the work force including, but not limited to, the right to determine the methods, processes and a manner of performing work; the determination of duties and qualification, determination of job classifications, the right to hire, promote, train, transfer and retain employees; the right to discipline or discharge for just cause; the

right to lay off for lack of work or funds; the right to subcontract work; the right to abolish positions or reorganize the department or division; the right to assign qualified District personnel to specific shifts, projects, companies or duties as the Fire Chief determines, the right to purchase, dispose and assign equipment or supplies, in any manner not inconsistent with this collective bargaining agreement.

Neither a decision nor the implementation of a decision concerning the foregoing shall be subject to collective bargaining or to the grievance procedure, provided that nothing in this Agreement will be construed as a waiver of the obligation to bargain concerning the impact of an exercise of management decision-making with respect to a mandatory subject of bargaining.

ARTICLE 4 - PROBATIONARY PERIOD

A. New Hires. All newly hired employees on or after July 1, 2021, including those formerly employed by the same employer, shall be deemed on probation from the last date of hire for at least eighteen (18) successive months of regular full-time employment thereafter in order to demonstrate their qualifications to do the work to the employer's satisfaction. Once an employee has received all of his or her required certifications, the employee may submit a letter to the Fire Chief requesting to be released from probation. No employee shall be released from probation until after an initial twelve (12) month period. The employer shall evaluate the probationary employee's performance before the end of the probationary period or upon receiving a letter of request to be released from probation and determine whether the employee has successfully completed probation. If the Fire Chief determines that a new hire who has submitted a letter requesting early release from probation has not successfully completed probation the employee will continue through the remainder of the regular eighteen (18) month probationary period and be re-assessed at that time. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation so stating, or memo from the Fire Chief stating that the probationary performance has been satisfactory.

In the case of the new hires, the employer in its sole discretion may discipline, discharge or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees in case of layoff, bumping and recall, provided that each employee shall accrue seniority in his/her individual classification retroactive to the last date of hire as a regular full time employee upon successfully completing the probationary period.

B. Promotions. An employee promoted to a higher classification within the bargaining unit shall be deemed on probation for a period of at least twelve (12) consecutive months in that classification. When an employee is temporarily assigned to a higher classification, which may, at a later date, become a promotional appointment, he or she may choose to begin the promotional probation program for that classification. If the employee is subsequently promoted to the temporary classification, without a break in the original assignment and if the employee successfully completes the probationary program, the time of the temporary assignment will be counted towards the normal twelve (12) month probationary period. An employee's voluntary decision to initiate a probationary program in no way obligates the employer to guarantee that a temporary assignment will become a promotional assignment.

If the District determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the

employee shall be returned to his/her former position and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure.

The District agrees that it will evaluate probationary employees during the probationary period following promotion at not less than ninety (90) day intervals. Employees whose performance in a promoted position is less than satisfactory at any stage of evaluation may be returned to their prior classification.

C. Extensions. The probationary period for all employees shall be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.

The District in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three months if the employer determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the District shall notify the employee and the Union of such extension in writing.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

A. 56-Hour Schedule.

For employees who work on a fifty-six (56) hour work week schedule, the normal work week will average fifty-six (56) hours per week based on a fifty-two (52) week year.

B. 48-Hour Schedule.

For employees who work on a forty-eight (48) hour work week schedule, the normal work week may consist of a combination of days and hours that average forty-eight (48) hours in a week with a minimum of forty-eight (48) consecutive hours off duty.

C. 45-Hour Schedule.

For employees who work on a forty-five (45) hour work week schedule, the normal work week may consist of nine (9) hours per day, five (5) per week, with a minimum of forty-eight (48) hours off.

D. 40-Hour Schedule.

For employees who work on a forty (40) hour work week schedule, the normal work week may consist of eight (8) or ten (10) hours per day, five (5) or four (4) days per week, with two (2) or three (3) consecutive days off or any other mutually agreed upon schedule.

E. Overtime.

Overtime shifts and shifts worked out of normal rotation may be assigned in addition to the normal week to maintain minimum staffing levels as directed by the Fire Chief or his/her designee. Call shifts used to replace personnel will be paid at one and one-half (1½) times the employee's rate modified for the schedule the employee is working. Hold over hours (hours

worked in excess of a regular shift) will be paid at one and one-half (1½) times the rate for the schedule the employee was working.

F. Training.

Personnel instructing or participating in in-house training sessions not occurring during their normally assigned shifts shall be considered “on duty,” and will receive compensation at the employees’ normal hourly rate (overtime if required) according to state and local labor laws.

Payment for instructing or participating in in-house or outside training on days that the employee is not scheduled to work will be compensated at one and one-half (1½) times the employee’s regular rate of pay only for the hours during which instruction took place (hours for commuting, lunch, etc. shall not be paid). The decision to pay for training during an employee’s off-duty hours is the sole decision of the Fire Chief or his/her designee.

G. Call Back.

Employees recalled to duty (recalled to duty is defined as call backs not previously scheduled) shall be paid for actual hours worked, but in no case of a required mandated call back shall pay be less than two (2) hours at time and one-half (1½) except where the employee’s regular shift starts within the two (2) hour period. In the latter case, the employee shall be paid at time and one-half (1½) for the actual time worked prior to the regular shift. If the employee is relieved and chooses to leave prior to the end of the two (2) hour minimum call back time, the employee will be paid for the actual time worked.

For the purpose of this Article, the two (2) hour minimum will not apply to overtime previously scheduled including but not limited to meetings, classes, or other approved overtime.

Time worked for the purpose of replacing an employee on authorized leave or a temporary vacancy shall be deemed to be voluntary for purposes of ORS 652.070(a).

1. Holdover time of less than fifteen (15) minutes due to the late arrival of paid relief will be considered to be *de minimus* under FLSA and will not be compensated. Holdover time as the result of an emergency response will be compensated at a rate of time and one-half.
2. In the event that an employee responds to a voluntary call back from off-duty, time worked shall be measured from arrival at the assigned station, until he or she is relieved or no longer needed.
3. A represented employee whom the District deems as eligible to work as the Duty Officer, can do so voluntarily but shall not be mandated to do so. When working in the Duty Officer position, the employee shall receive one (1) hour of pay at their regular accrual rate for every twelve (12) hours of standby time. When the Duty Officer is dispatched to a call, requested by the crew, or elects to respond on a call, the employee shall receive one and one-half (1½) times the employee’s regular rate of pay for the actual hours spent on the call.

H. Maximum Hours Worked.

An employee shall not be scheduled to work more than seventy-two (72) hours within any ninety-six (96) hour period. This must include at least twelve (12) consecutive hours of off-duty time. Employees that are deployed on a state conflagration shall be exempt from the maximum hours worked as are those employee's covering deployed personnel, and personnel working during declared "states of emergency" with permission of the Fire Chief if no other employees are available to work.

I. FLSA 7(k) Election.

The District shall have the ability to determine the appropriate FLSA schedule and may modify it based on the regular work rotations of the employees. If the district wishes to change the FLSA cycle outside of normal negotiations, a request to bargain this article shall be submitted to the Union due to FLSA cycles having a link to wages, which is a mandatory subject of bargaining.

J. Special Circumstances.

If a member of the bargaining unit of the Polk County Fire District who is normally assigned to a forty (40), forty-five (45), or forty-eight (48) hour week and is paid at a forty (40), forty-five (45), or forty-eight (48) hour rate of pay (as opposed to a fifty-six (56) hour employee) is assigned to work a twenty-four (24) hour call shift on a day that the employee is not normally scheduled to work, the employee will be paid at the same rate schedule as the person being replaced.

Example: If a forty (40) hour-per-week employee works a call shift on a weekend day or a holiday for a fifty-six (56) hour-per-week shift employee, pay will be at the overtime rate of the fifty-six (56) hour-per-week shift, not at the employee's own forty (40) hour rate.

ARTICLE 6 - SENIORITY

Definition and Computation of Seniority: Seniority shall be defined as continuous service as an employee of the District and shall commence upon satisfactory completion of the twelve-month (12) probationary period, retroactive to initial date of hire. Seniority shall be maintained but not accumulated during a period of unpaid leave of absence in excess of 180 days. Continuous service and seniority shall be broken by any of the following:

1. Resignation;
2. Discharge for cause;
3. Unauthorized leave of absence or failure to return within the time specified for authorized leave;
4. Layoff or non-service disability leave in excess of twelve (12) months if an employee's length of continuous service at the time of layoff or non-service disability is five (5) years or less;
5. Failure to respond within ten (10) calendar days to a written inquiry of the appointing power by certified mail relative to availability for employment appointment;

6. Failure to maintain a record of his/her current address during a period of layoff with Administration;
7. Separation from PCFD because of illness or injury and PERS disability or retirement pension.

Continuous service for seniority purposes shall include absence due to military, vacation, fire service related disability leave, layoff or leave not in excess of twelve (12) months.

Total length of service with the District is used to determine vacation accrual, vacation scheduling, service for salary increases and such other purposes as may be specified by the agreement.

Seniority shall not be forfeited upon promotion to a non-bargaining unit position.

ARTICLE 7 - LAYOFF

In the event of a layoff, the District shall determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification. Employees to be laid off shall receive thirty (30) days' notice of layoff.

The names of employees who have attained seniority under Article 6 will be maintained on recall lists for a period of one year from the date of layoff, thereafter an employee's seniority and recall rights under this Agreement shall be terminated unless the employee has more than five (5) years of service and is therefore eligible for recall for up to two (2) years from the date of layoff. Names may only be removed from the recall list by request of the employee, failure to respond to a notice from the employer or refusal to accept an available position. Employees shall have ten (10) calendar days from the date of mailing of a registered letter containing an offer of recall to accept or reject the position. A laid off employee shall be responsible for keeping the District advised of the employee's current address and telephone number as a condition of recall rights.

An employee who is laid off may bump a person in a lower classification, provided that the employee has served previously in that classification or is capable of performing all of the duties of the position.

ARTICLE 8 - TRADE TIME

Employees may request trades subject to approval by the Fire Chief or his or her designee so long as:

- a. The person working the trade time is qualified to perform the duties of the position,
- b. The person who will be absent gives reasonable prior notice to the Fire Chief or his/her designee,
- c. The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to his position; and
- d. The trade time is not utilized for purposes of acquiring a call shift.

- e. In the event that the frequency of shift trades causes a pattern of inefficiencies in District operations, the Labor Management Committee will meet to seek a resolution.
- f. A probationary new hire is not allowed to trade except in extenuating circumstances approved by the Chief or his/her designee.

Time worked in trade for another person will not constitute “time worked” for purposes of the FLSA or Oregon law so long as the request to trade time originates with an employee, not the employer. The time and pay records will reflect credits for hours as if the trade had not occurred. Employees involved in the trade will be paid as if the traded hours were worked by the employee originally assigned to work those hours. Reciprocating trades is a matter between the employees involved, not the District.

In the event that an employee working a trade does not work all or part of the shift, the employee normally scheduled for the shift will be charged one and one-half (1.5) hours of vacation for every hour not fulfilled by the trade.

The District shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved, and the District will not be responsible to pay for trade time hours. Trade time will be administered in accordance with the FLSA regulations relating to trade time.

ARTICLE 9 - TEMPORARY ASSIGNMENT

An employee who is authorized and scheduled to work in a higher paid classification and who does work in that classification for at least four (4) consecutive hours in a shift shall be compensated at the bottom step for that classification.

An employee who is scheduled and who works overtime in a lower paid classification shall be compensated at their regular overtime rate.

In the event there is a shift vacancy (typically as a result of paid time off, including sick and vacation time) and there are no bargaining unit employees of any rank available to work, the District may hire a temporary non-represented employee to work in the lowest paid job classification for that shift only.

Paid leave and benefit accruals shall be compensated at the employee’s regular rate of pay during any out of class assignment.

ARTICLE 10 - PAID TIME OFF

Probationary employees have no PTO during probation; upon completion of probation an employee shall be credited with the annual accrual earned during the preceding year. On the first day of the monthly pay period the employee shall receive a credit of PTO in an amount that is stated in the schedule above (monthly accrual). This PTO accrual cannot be more than the maximum accrual entitlement.

New employees shall not have earned nor be entitled to use PTO until completion of probation.

Under special circumstances and with written approval from the Fire Chief, and employee may be allowed to accrue more than his or her maximum accrual allowed under this Article. PTO and sick leave shall accrue based upon hours paid or during a work-related disability leave of less than one (1) year duration. Accruals shall be suspended during any other period of unpaid leave.

A. **Vacation – 56 Hour Schedule**

All fifty-six (56) hour employees shall earn paid time-off according to the following schedule:

<i>Years of Continuous Service</i>	<i>Monthly Accrual</i>	<i>Maximum Accrual</i>
Probation Period Zero to 12-18 months		Vacation is not earned until satisfactory completion of probation, at which point the employee is credited with 12 hours of vacation per month the employee was on probation
Completion of Probation through 47 months	21.33 hours	Maximum accrual completion of probation through 119 months is one year vacation accrual plus 72 hours
48 months through 83 months	25.00 hours	N/A
84 months through 119 months	27.00 hours	N/A
120 months through 179 months	30.00 hours	Maximum accrual 120 or more months is one year vacation plus 96 hours
180 months through 239 months	32.00 hours	N/A
240 months and more	35.00 hours	N/A

Vacation – 48 Hour Schedule

All forty-eight (48) hour employees shall earn paid time-off according to the following schedule:

<i>Years of Continuous Service</i>	<i>Monthly Accrual</i>	<i>Maximum Accrual</i>
Probation Period Zero to 12-18 months		Vacation is not earned until satisfactory completion of probation, at which point the employee is credited with 10 hours of vacation per month the employee was on probation
Completion of Probation through 47 months	18.25 hours	Maximum accrual completion of probation through 119 months is one year vacation accrual plus 48 hours
48 months through 83 months	21.50 hours	N/A
84 months through 119 months	23.00 hours	N/A
120 months through 179 months	25.50 hours	120 or more months is one year vacation plus 60 hours
180 months through 239 months	26.50 hours	N/A
240 months and more	30.00 hours	N/A

Holidays – 48 Hour Schedule

Employees on the 48 hour work schedule shall not receive paid holidays

Vacation – 45 Hour Schedule

All forty-five hour (45) employees shall earn paid time-off according to the following schedule:

<i>Years of Continuous Service</i>	<i>Monthly Accrual</i>	<i>Maximum Accrual</i>
Probation Period Zero to 12-18 months		Vacation is not earned until satisfactory completion of probation, at which point the employee is credited with 4.5 hours of vacation per month the employee was on probation
Completion of Probation through 47 months	8.00 hours	Maximum accrual completion of probation through 119 months is one year vacation accrual plus 45 hours

48 months through 83 months	9.00 hours	N/A
84 months through 119 months	10.00 hours	N/A
120 months through 179 months	12.00 hours	120 or more months is one year vacation plus 54 hours
180 months through 239 months	13.00 hours	N/A
240 months and more	15.00 hours	N/A

In the event that an employee reaches their respective maximum accrual levels, in order to maintain the benefit, the District shall pay an employer contribution equal to the amount of excess hours into the employee’s HRA VEBA account. This amount shall be contributed monthly with the contributions on Article 24.

Holidays – 45 Hour Schedule

All forty-five hour (45) employees shall receive holidays according to the following schedule:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents Day (Floating Holiday)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day (Floating Holiday)
- Thanksgiving Day
- Christmas Day
- The day before or after Thanksgiving or Christmas
- Personal Day

Any of the above holidays which fall on a Saturday shall be observed on the preceding Friday and any holiday that falls on a Sunday will be observed on the following Monday.

Vacation requests shall be submitted at least fourteen (14) days prior to the requested date. Requests will be approved based upon the principle of “first come, first served.” The District will make every good faith effort to approve vacation requests but retains the right to deny a request based on District needs. Employees requesting vacation less than fourteen (14) days in advance of the requested date must have already secured their own shift coverage subject to approval by the Fire Chief or his or her designee.

An employee who has completed the initial twelve months of probation and who subsequently is terminated or laid off shall be compensated for PTO leave. In the event of death, payment of such accumulated PTO shall be made to the surviving spouse, and if there be none, to the estate of the employee. An employee who terminates or is terminated prior to completion of probation shall not be eligible for accumulated PTO, nor shall the heirs or estate of the employee. Employees will not be able to utilize and will not be deemed to have earned PTO until their successful completion of their probationary period. Upon completion of probation and

designation by the District as a regular employee, the employee will be credited with PTO earned during the probation period.

Vacation credit, accrued and accumulated as herein provided, shall be paid at time of termination.

B. Sick Leave.

The employee shall notify the on-duty Shift Commander no later than one (1) hour prior to shift start time of the intent to use paid time off due to illness or injury, to the extent medically possible. Abuse of sick leave is subject to disciplinary action for just cause.

The District reserves the right to request medical verification, satisfactory to the District, for any use of sick leave of more than one shift. Any employee who will be off for more than one shift or more than one workday due to illness or injury shall:

1. Contact any administrative Chief Officer for the purpose of sharing necessary information regarding the illness or injury, OR
2. Provide a doctor's certification that the absence was required by incapacitating illness or injury, if requested by the District. Failure to provide a medical certificate may result in disallowance of paid time off or delay and absence without pay if the medical certification is a condition of returning to work.

Sick leave is accrued at the rate of eighteen (18) hours per month for fifty-six (56) hour employees.

Sick leave is accrued at the rate of fifteen (15) hours per month for forty-eight (48) hour employees.

Sick leave is accrued at the rate of ten (10) hours per month for forty-five (45) hour employees.

One week of sick leave may be used due to the death of a member of the employee's immediate family. Immediate family includes current spouse, children, parents, sisters, and brothers. Additional time off may be approved by the Fire Chief.

C. Holiday.

Accruals in lieu of holiday are included in PTO accruals except for forty-five (45) hour employees.

D. Gifts of PTO.

Employees may donate vacation to a fellow employee who is absent due to disability and who has exhausted all vacation, when it is reasonably foreseeable that the employee will return to full duty within six months. Gifts of time shall be adjusted based on salary rates. All of the donor and donee gifts of vacation are subject to District approval.

E. Forfeitures.

The PTO funding will not result in forfeiture and excess accrual will be permitted where taking the excess scheduled PTO during the year was denied or the PTO was canceled for operational reasons. A written agreement between the District and the employee will be developed as to when the excess accrual will be used. Any excess PTO meeting this description that is not used according to the agreement will be deemed forfeited.

F. Vacation Buy-Back.

Employees may be entitled to receive up to two (2) weeks (80/90 hours or 112 hours) of PTO in cash if the employee has taken or scheduled two weeks of leave (80/90 hours or 112 hours). Employee buy back cannot leave the employee's PTO balance at zero. This vacation buy-back can only be taken only once in a calendar year and requests for the buy-back must be made by October 25 and be in writing. Payment will be made in the November paycheck. Vacation buy-back will be subject to the normal and customary taxes and deductions.

G. Sick Leave Donation.

An employee may make a donation of accrued sick leave for another employee provided the employee receiving the donation is absent from work for an extended period of time because of an injury or illness. A fifty-six (56) hour employee may donate up to twenty-four (24) hours, a forty-eight (48) hour employee may donate up to twenty (20) hours, a forty-five (45) hour employee may donate up to eighteen (18) hours, a forty (40) hour employee may donate up to sixteen (16) hours, all per calendar year. An employee may receive for a fifty-six (56) hour employee up to two hundred and forty (240) hours, one hundred ninety-two (192) for a forty-eight (48) hour employee, one hundred and eighty (180) for a forty-five (45) hour employee, for a forty (40) hour employee, up to one hundred and sixty (160) hours, in a calendar year. The employee receiving the donation must have first depleted his/her sick and vacation leave. A donation may only be made by an employee with sick leave balance double the amount to be donated.

H. Sick Leave Sell-Back.

The opportunity to sell-back sick leave shall occur twice per year, once in January, and once in July. The amount sold back will be deposited into the employee's HRA VEBA account. Employees will not receive direct payment for sick leave sell-back.

To be eligible for sick leave sell-back, the following accrual levels of unused sick leave must be reached:

- A fifty-six (56) hour employee must have a minimum of six-hundred and seventy-two (672) hours of sick leave.
- A forty-eight (48) hour employee must have a minimum of five-hundred and four (504) hours of sick leave.
- A forty-five (45) hour employee must have a minimum of four-hundred and twenty (420) hours of sick leave.

To be eligible for sick leave sell-back, an employee cannot have taken more than the following number of hours off on sick leave during the six pay-periods from December 26th through June 25th, or June 26th through December 25th:

- A fifty-six (56) or forty-eight (48) hour employee must have taken off less than or equal to forty-eight (48) hours of sick leave in the preceding six (6) pay periods.
- A forty-five (45) hour employee must have taken off less than or equal to eighteen (18) hours of sick leave in the preceding six (6) pay periods.

Employees wishing to sell-back sick leave and who meet the eligibility criteria may sell-back up to one week of sick time in each of the six-month periods (56 hour employees who are eligible may sell back up to 28 hours twice per year, 48 hour employees may sell back 24 hours, and 45 hour employees may sell-back 22.5 hours).

Employees wishing to sell-back sick leave must submit their request in writing to the Fire Chief by July 20th for the pay period from December 26th through June 25th, and by January 20th for the period from June 26th through December 25th.

Sick leave used during workers compensation will not be calculated as sick time used for purposes of sell-back.

ARTICLE 11 - COVERAGE FOR ATTENDING UNION RELATED BUSINESS

The District shall not be required to permit Union representatives' attendance or participation in union-related conferences, classes, meetings, and contract negotiation sessions unless required by state law. This Article shall not be construed to prohibit the District from granting vacation, leave without pay, shift trades, or other approved time off for such activities.

ARTICLE 12 - PAYROLL DEDUCTIONS

The District, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for retirement, health insurance, approved savings plans, union dues, deferred compensation or other customary services.

ARTICLE 13 - OTHER TIME OFF

Employees shall be granted time off with pay for required service upon a jury. All pay for such service on duty time, except mileage reimbursement, must be remitted to the District. Shift personnel shall report for the remainder of the shift upon completion of jury service for the day.

Employees who the District requires to appear as a witness in litigation that arose out of the normal performance of duties will be compensated at the appropriate rate of pay while serving as a witness. All moneys received as witness fees shall be signed over to the District.

Employees who appear in legal or administrative proceedings which are unrelated to their employment, or proceedings undertaken on their own behalf, or in a capacity and with a personal interest adverse to the District, charge the time to vacation, personal leave or request leave without pay.

In the event an employee is forced to sit through a trial that extends over multiple days, if the employee is too tired to return to work, the District and the employee will cooperate in arranging paid time off (sick leave or other paid time).

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

The District will consider a written application for a leave of absence without pay for up to three (3) months in any calendar year for medical, educational, or compelling personal reasons.

The District may interrupt or terminate a leave of absence if it finds that the reasons for granting it were misrepresented or no longer exist. Failure to return from leave or to respond to notices from the employer during a leave of absence will be treated as a resignation.

Leaves of absence of less than one (1) full pay period are considered informal leaves of absence and must be approved by the Fire Chief or his/her designee.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

A. Forms of Discipline.

Discipline shall be limited to verbal warning, written reprimand, denial of special privileges, suspension without pay, demotion and dismissal as warranted by circumstances and the nature of the offense. Notice of disciplinary action shall be in writing and given to the employee prior to taking the action, except in the case of verbal warning when the employee shall receive confirmation in writing after the action is taken.

B. Just Cause.

No employee shall be issued a written reprimand, denied special privileges, demoted, suspended without pay or dismissed without just cause. It is recognized that job related counseling or admonishment shall not be considered to be an investigatory interview for purposes of disciplinary action procedures under this Article 15. A record of prior counseling and/or admonishment (prior corrective action) shall not constitute the sole basis for future discipline.

C. Appeals.

Any disciplinary action imposed upon a regular employee may be appealed as a grievance under this contract provided that verbal warnings and written reprimands shall not be subject to arbitration under Article 16; however, in the case of a written reprimand, it may be responded to in writing and challenged in a subsequent arbitration arising out of discipline where increased discipline is related to the reprimand. Discipline or discharge of probationary firefighters and the demotion of employees during probation in a higher rank are not subject to this requirement or the grievance procedure.

D. Non-Embarrassment.

If the District has reason to discipline an employee, the supervisor imposing the discipline shall make reasonable effort to avoid taking the action in the presence of other employees or the public.

ARTICLE 16 - GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is defined as any one of the following:

1. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision of this Agreement as it affects such employee;
2. A claim by the Union's Executive Committee concerning the application of a specific provision of this Agreement as it affects a specific member of the Union.
3. An individual employee who does not wish the Union's Executive Committee to pursue a grievance (under this Article 16) may notify the Union in writing at any time. A grievance, which is resolved by an individual's exercise of the right to withdraw consent hereunder, shall not constitute a precedent with regard to the substance of the grievance in question, unless the parties agree that it is precedent setting.

A grievance shall be processed as follows:

- Step 1 Within fifteen (15) calendar days after the alleged violation, the employee will meet with the Fire Chief or his/her designee. A Union representative may at his option accompany the employee.
- Step 2 If unresolved by the parties within fifteen (15) calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Chief or his/her designee, a written statement of the facts giving rise to the alleged violation and citing the specific provisions of the labor agreement allegedly violated. The statement shall identify the remedies sought, and shall be dated and signed by the employee and/or the Union's Executive Committee. Such submission must be made within fifteen (15) calendar days following inaction or rejection by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall issue a written decision on the grievance within 14 days from date of receipt of the grievance.
- Step 3 If a satisfactory settlement is not made at Step 2 the grievance may be referred to the Fire Chief within fifteen (15) calendar days following the date of rejection or expiration of the actions concluding Step 2, whichever occurs first. The Union will be notified of any grievance, which has not been resolved at Step 3.
- Step 4 If satisfactory settlement is not made at Step 3, the grievance may be referred to final and binding arbitration by written notice to the Fire Chief within fifteen (15) calendar days following rejection by the Fire Chief or designee or expiration of the fifteen (15) calendar day period initiating action in Step 3 whichever occurs first. In the event of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators who also are on the FMCS list residing in Oregon or Washington. Notice that the Union is referring a grievance to arbitration may be in the form of the request to the Oregon State Conciliation Service for a list of arbitrators with a concurrent copy to the District. The District and the Union will alternately strike names from the list. The last name remaining will be the arbitrator. Expenses of the arbitrator and costs incident to the conduct of the hearing, such as court reporter, if requested by the arbitrator, and hearing room

rental, will be shared evenly by the parties. Each party shall pay its own representational costs.

The jurisdiction of the arbitrator shall be limited to interpretation of the specific provision or provisions of this Agreement, which have been placed in issue by the parties, and the arbitrator shall have no authority to add to or detract from this Agreement or any portion thereof. Any or all time limits specified in the grievance procedure may be waived by mutual consent. Failure to submit the grievance in accordance with the time limits without such waiver shall constitute abandonment of the grievance. District failure to comply with the time limits specified above will automatically move the grievance to the next step herein.

ARTICLE 17 - PERSONNEL FILES

The District shall maintain a personnel file for each employee. Access to the personnel file shall be limited to the employee, management personnel who have job related reasons for inspection of a file, or others with a legitimate need for access as in any judicial, administrative or arbitration proceeding, or otherwise as required by law. An employee may review the material in his/her personnel file. Employees may make copies of the materials subject to reasonable copy charges. The personnel file is separate and distinct from applicants' civil service files which are not relied upon by the District in making post-hire personnel decisions.

Material, which may be construed to be derogatory toward the employee, shall not be filed in the personnel file unless the employee has been provided a copy of the material or the material has been mailed to the employee's last known address. An employee may include a written statement of explanation or rebuttal to any materials placed in the file.

Upon employee request, letters of reprimand shall be removed at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letters(s) of reprimand or disciplinary action taken during the intervening period of time. Other disciplinary actions may be removed if there are no other disciplinary action(s) taken during the prior forty-eight (48) months and the District determines removal is appropriate. All documents removed from personnel files shall be retained in a separate file, not identifiable by employee name, to be used only for risk management/litigation defense and to show forewarning but not progressive discipline.

ARTICLE 18 - PAYROLL

Payday for District employees shall be in accordance with existing practice, which shall not be changed without at least sixty (60) days prior notice to the Union.

Overtime compensation shall be paid to District employees as per existing practice.

ARTICLE 19 - WELLNESS AND FITNESS

The District and the Union will work cooperatively to implement and maintain a comprehensive health and wellness program. The Program will be under the direction of the Fitness Improvement Team. This team will be comprised of the Fire Chief, the Training Officer, and one representative appointed by the Union, and it will facilitate the development of measurable and appropriate performance benchmarks for all aspects of Program.

The District and Union agree that physical fitness is an essential part of a safe and healthy workforce. Once the process is complete, annually the District will conduct an assessment of employees' physical abilities. The annual evaluation will be researched, developed, validated, and administered by the Fitness Improvement Team. The evaluation will consist of job-related measurable and validated components. This evaluation shall be used to promote the well-being of the workforce and not for disciplinary or punitive purposes.

ARTICLE 20 - RETIREMENT

During the term of this Agreement, the District and the Union will continue to participate in the Oregon Public Employees Retirement System.

The District will pay for the employee's portion of the PERS retirement. The employee's six percent (6%) contribution shall be "picked up" and paid by the District.

The District shall credit the unused sick leave to increase retirement benefits provision under PERS as provided in ORS 238.350.

ARTICLE 21 - WORKERS' COMPENSATION

An employee who is temporarily totally or partially disabled from an on-the-job injury may use accrued paid leave to make up the difference between the amount received in TTD benefits, or TPD benefits plus wages, and his/her customary net income from District. An employee's accrued sick leave will be charged on a pro rata basis.

The use of paid leave to supplement income while on TTD or TPD status shall continue until the employee's paid leave accrual is exhausted.

Nothing in this Article shall limit the District's obligation under state and federal law to withhold personal income taxes from his/her wage supplement to TTD or TPD benefits.

ARTICLE 22 - ALLOWANCES

The District shall provide repair and replace all articles of uniform or safety equipment as the District determines to be required. Daily maintenance and cleaning is the responsibility of each employee.

ARTICLE 23 - WAGES

Step increases may occur on the anniversary date of hire for employees, and shall be received only if satisfactory service is documented in the performance review for the prior year. A delay in step increase related to unsatisfactory performance shall not be subject to the grievance procedure.

FIREFIGHTER/EMT-BASIC

		01/28/2022		3.50% 6/26/2022		4.00% 6/26/2023
PROB		4800.00		4968.00		5166.72
		19.7802		20.4725		21.2914
2		4982.40		5156.78		5363.06
		20.5318		21.2505		22.1005
3		5171.73		5352.74		5566.85
		21.3120		22.0580		22.9403
4		5368.26		5556.15		5778.39
		22.1219		22.8962		23.8120
5		5572.25		5767.28		5997.97
		22.9625		23.7662		24.7169

FIREFIGHTER/PARAMEDIC (ENGINEERS)

			3.25% 8/26/2021		3.50% 6/26/2022		4.00% 6/26/2023	
PROB	Current 2020 - 21	5414.58		5590.55		5786.22		6017.67
		22.3128		23.0380		23.8443		24.7981
2 - ENG		5685.15		5869.92		6075.36		6318.38
		23.4278		24.1892		25.0358		26.0372
3		5969.42		6163.43		6379.15		6634.31
		24.5992		25.3987		26.2877		27.3392
4		6267.89		6471.60		6698.10		6966.03
		25.8292		26.6686		27.6020		28.7061
5		6581.29		6795.18		7033.01		7314.33
		27.1207		28.0021		28.9822		30.1414

CAPTAINS

			2.25% 8/26/2021		2.50% 6/26/2022		2.50% 6/26/2023	
PROB	Current 2020 - 21	6953.12		7109.57		7287.30		7469.49
		28.6529		29.2976		30.0301		30.7808
2 - CAPT		7300.78		7465.05		7651.67		7842.97
		30.0856		30.7625		31.5316		32.3199
3		7665.81		7838.29		8034.25		8235.10
		31.5898		32.3006		33.1081		33.9358

ARTICLE 24 - INSURANCE

The Fire District will pay ninety percent (90%) of the employee's health insurance premium for medical, vision, and dental insurance coverage for the bargaining unit members throughout the fiscal year.

Due to insurance being a mandatory subject of bargaining, if the District wishes to change the health plan outside of normal negotiations, a request to bargain this Article shall be submitted to the Union.

Prior to health plan enrolment, the District will present two separate health plans for employees. The first will be a standard lower deductible plan. The second will have a higher deductible. Employees who enroll in the higher deductible plan will receive fifty percent (50%) of the difference in premium between the plans in payment into the employee's VEBA. These deposits shall happen in equal installments twice per year. Employees may not switch plans between enrollment periods. A minimum of two (2) employees must enroll in each plan or the District will only offer one plan.

The District shall contribute to each employee's VEBA account monthly. Contributions shall be as follows:

- \$125.00/Month for all employees. This equals to \$1,500/year for each employee.

ARTICLE 25 - CONTINUITY OF PERFORMANCE

The parties recognize the continuing obligation to provide continuity of essential services to the public by employees in the bargaining unit. There will be no strike, slowdown, picket line observation or any other interference with normal work activities by employees covered by this Agreement. Violation of this provision is regarded as a very serious transgression which may result in discipline up to and including discharge.

ARTICLE 26 - PROMOTIONS

Promotions within the bargaining unit shall be made from a District promotional list established through competitive examinations unless required job skill as outlined in the position description are not available within the bargaining unit.

ARTICLE 27 - SAVINGS

A declaration by the Oregon or United States legislature or a final decision by a court of competent jurisdiction that any provision of this Agreement is unlawful, unconstitutional or unenforceable shall leave all remaining provisions in full force and effect to the maximum extent practical.

ARTICLE 28 - COMPREHENSIVE AGREEMENT

The parties intend that this writing constitute their full and final agreement and that it supersede any and all prior agreements and understandings whether written or verbal among or between any of them relating to both mandatory and permissive subjects of bargaining.

ARTICLE 29 - DISCRIMINATION

The District, the Union and employees shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662, or for refraining from doing so. The District and all employees of the District shall not discriminate against any employee for activity on behalf of, or membership in, the International Association of Firefighters. The District and the Union agree that there shall be no discrimination against any employee because of race, sex, religion, political affiliation, union affiliation, age, marital status or disability where it is possible to make reasonable accommodation. An employee who claims to have been discriminated against in violation of this provision shall elect whether to pursue the matter as a grievance under this Agreement or under whatever statutory remedies may be provided outside this Agreement. Such election shall be made in writing within thirty (30) days following the incident-giving rise to the claim and shall constitute waiver of the remedy not elected. Under no circumstances may a grievance progress to arbitration if all other remedies have not been waived.

No employee shall participate in the creation or continuation of a hostile work environment for any other member of the District. Participation in any pattern of conduct, on or off duty, which creates a hostile work environment for any member of the District shall constitute just cause for disciplinary action as listed in Article 16.

The Union shall share equally with the District the responsibility for applying and enforcing the provisions of this Article.

ARTICLE 30 - CONVERSION OF WAGE AND BENEFITS ACCRUALS

Employees transferring from one work schedule to another will have their hours and benefits converted to assure the same total dollar value for a given benefit or time.

examples:

BASIS FOR INFORMATION ON FACTORS:

Total hours per year: 56-hour employee	2,912	(56-hr shift x 52/wks.yr = 2,912)	242.667/mo
Total hours per year: 48-hour employee	2,496	(56-hr shift x 52/wks.yr = 2,496)	208/mo
Total hours per year: 45-hour employee	2,340	(45-hr shift x 52/wks.yr = 2,340)	195/mo
Total hours per year: 40-hour employee	2,080	(40-hr shift x 52/wks.yr = 2,080)	173.33/mo

***Instructions for converting vacation and sick balances for a change in work shift hours: (take their current balance and multiply by the factor)

When an employee moves from 48-hour shift to 56-hour shift, the conversion factor is 1.16666
(Calculated by dividing 2,912 by 2,496)

When an employee moves from 56-hour shift to 48-hour shift, the conversion factor is .85714
(Calculated by dividing 2,496 by 2,912)

When an employee moves from 56-hour shift to 40-hour shift, the conversion factor is .71428
(Calculated by dividing 2,080 by 2,912)

When an employee moves from 40-hour shift to 56-hour shift, the conversion factor is 1.4000
(Calculated by dividing 2,912 by 2,080)

When an employee moves from 40-hour shift to 48-hour shift, the conversion factor is 1.2000
(Calculated by dividing 2,496 by 2,080)

When an employee moves from 48-hour shift to 40-hour shift, the conversion factor is .83333
(Calculated by dividing 2,080 by 2,496)

When an employee moves from 48-hour shift to 45-hour shift, the conversion factor is .93750
(Calculated by dividing 2,340 by 2,496)

When an employee moves from 45-hour shift to 48-hour shift, the conversion factor is 1.0666
(Calculated by dividing 2,496 by 2,340)

***If at any time another shift is established the same formulation for configuring factors will be used.

ARTICLE 31 - DRUG AND ALCOHOL TESTING

The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance constitutes a serious threat to the health and safety of the public, to the safety of fellow workers and to the efficiency of operations. The parties, therefore, agree that a drug and alcohol testing procedure will be included in this Agreement.

A. Testing

The District may require drug or alcohol testing under the following conditions:

1. If an employee exhibits signs of impairment that are consistent with substance abuse while on the job. Such determination shall be made by an individual who has based their determination on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee is under the influence of drugs or alcohol. A Chief Officer who has received training on identifying signs of impairment must be notified and agree that the threshold for determination has been met.
2. The employee exhibits patterns (e.g., poor attendance, difficulties in working with others, poor performance) which, in the opinion of a substance abuse professional is an indicator of possible substance abuse.

An employee may request treatment prior to testing for substance abuse (see Section D, Treatment, below).

An employee may only request treatment once without agreeing to substance abuse testing. For any subsequent requests, the employee must agree to testing..

Employees who refuse to participate in a properly requested testing for substance abuse may be subject to discipline, up to and including termination.

B. Positive Test Results

Testing will be conducted by a qualified third party laboratory. All positive drug tests will be confirmed by a second confirming test from the same sample before the test result is reported as positive.

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

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

In the event an employee tests positive for drugs or alcohol (including marijuana), the employee may be subject to discipline, up to and including termination. .

An employee shall not be disciplined if he/she tests positive for substances previously reported through the District’s Fit For Duty SOG.

C. Substance Abuse While off Duty

In the event an employee is incapable of performing his or her job duties due to the legal consequences of substance abuse (for example, being unable to drive apparatus), reasonable, temporary accommodations may be made for a first offense, provided the employee agrees to undergo substance abuse treatment. A second offense of this nature may result in discipline, up to and including termination.

D. Treatment

Employees who make known to the District their desire for treatment prior to testing under Section A, Screening, of this article, shall be given the opportunity to correct the substance abuse problem, subject to the following:

1. The employee may, as a condition of continuing employment, be subject to periodic random testing for substance abuse for up to two (2) years from the date of the original positive test.
2. The employee shall, as a condition of employment, be required to conform to and successfully complete the requirements of a substance abuse treatment program, as recommended and monitored by a substance abuse professional.
3. Payment for in-patient treatment or out-patient treatment programs will be covered subject to the terms of the insurance benefit program in affect at the time. Any costs not covered by insurance will be the responsibility of the employee.
4. Time for attending treatment will not be compensated by the District. If an employee must leave shift to attend treatment, sick or vacation time must be used.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

The District and the Union agree to establish a Labor Management Committee. The Committee shall consist of the Union President and the Fire Chief. The Committee will meet periodically to facilitate improved labor/management relationship by providing a forum for the free discussion of the implementation of new District programs or modifications of District programs that have an impact on working conditions or duties. The Union President and Fire Chief may expand the Committee based on the issue under discussion.

ARTICLE 33 - TERM OF AGREEMENT

This Agreement shall be effective August 26, 2021, and shall expire on June 25, 2024, and shall continue from year to year thereafter unless opened for re-negotiation as provided herein. Either party wishing to renegotiate any provision(s) of this Agreement must indicate their intent, in writing, to the other party no later than February 1, 2024.

This Agreement will continue in effect during the period of negotiations for a successor agreement.