

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

MID-COLUMBIA FIRE AND RESCUE

AND

**MID-COLUMBIA FIREFIGHTERS
ASSOCIATION
LOCAL 1308, IAFF**

Upon execution to June 30, 2025

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ARTICLE 1 – PREAMBLE

This Agreement is entered into by Mid-Columbia Fire and Rescue, hereinafter referred to jointly as the “District” and Mid-Columbia Firefighters Association, Local 1308, IAFF, hereinafter referred to as the “Union”. It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union; to establish standards of wages, hours, and working conditions, in order that more efficient and progressive public services may be rendered.

ARTICLE 2 – RECOGNITION

2.1 The District recognizes the Union as the sole and exclusive bargaining agent for all regular full-time employees of the Fire District holding positions listed in Appendix A and B (Wages) hereof (with respect to wages, hours, and other conditions of employment.) This includes all part-time employees, providing the same or similar services as covered by the job descriptions of employees referenced in Appendix A. The parties further agree that the classifications of Chief, Division Chief, Office Manager, supervisory positions above Captain, clerical, temporary, seasonal, volunteer and confidential employees are excluded from the bargaining unit. Persons hired into the Fire District under federal or state grants or funding, or through joint programs with other public agencies, shall be subject to the conditions of the foregoing, to the extent that such coverage is consistent with the terms of such grant or agreement. The District will advise the Union at, or shortly after, the time such employees are hired, as to those provisions of this Agreement, if any, which are not applicable to such employees.

This Agreement does not cover temporary employees. A temporary employee is any employee who is hired for a limited term not to exceed six (6) months or any employee (regardless of term) who is hired to replace a regular, full-time employee who is on leave due to disability or other causes regardless of position.

For the classification of Firefighter, Lieutenant or Captain, a part-time employee is any employee whose regular work schedule is less than 216 hours in a 27-day work cycle. Part time employees on a 40-hour schedule (2080 hr./yr.) are those budgeted less than 1.0 FTE. Part-time employees shall be subject to all terms of this Agreement, except as follows:

1. Paid Time Off: Regular part-time employees shall receive Sick Leave consistent with state law. Regular part-time do not earn Funeral Leave (Article 10), Holidays (Article 11), and Vacation benefits (Article 12).
2. Health care benefits for regular part time employees are prorated based on budgeted FTE and subject to insurance carrier eligibility.

2.2 The District may determine the need to develop programs for student Firefighters or student EMTs or Volunteers. (see also Article 8.8) Such personnel will augment and not replace bargaining unit members, and the presence or absence of such individuals shall not be utilized in

scheduling, vacation considerations, or establishment of staffing levels. Such created positions shall not be a part of the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

The District retains the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the Department, determining the standards and levels of service and methods of operation, including the introduction of new equipment; the right to hire, layoff, transfer and promote, and to establish standards and procedures relating thereto; to discipline or discharge for cause; to determine work schedules and assign work, and all other such rights and functions not specifically referred to in this Agreement and not expressly abridged by specific provisions of this Agreement.

The Union further recognizes that the District has statutory rights and obligations in contracting for matters relating to District operations. The right to contracting and subcontracting is vested in the District, including the exercise of said contracting and subcontracting rights in the event of emergency, public need or when based on operational need and efficiency as determined by the District.

ARTICLE 4 – CHECK OFF

4.1 Dues Check off: Employees may elect to join Union Membership and authorize monthly payroll deductions of dues by giving written notice to both the Union and the District. The amounts to be deducted will be certified to the District by the Union, and will be remitted on a monthly basis to the Local in care of the Local Treasurer. Authorization for payroll deductions may be canceled by any employee upon written notice to the District and Association as specified in the authorization form, so long as members have the option to withdraw membership once yearly. No employee will be interfered with, intimidated, restrained, coerced or discriminated against by the District or Union because of the exercise of their legal rights or rights under this Labor Agreement.

4.2 The Union will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Union and the District each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

ARTICLE 5 – DISTRICT SECURITY

5.1 The Union and its members, as individuals or as a group, shall have no rights to engage in any work stoppage, slowdown or strike. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary

action, including discharge, may be taken by the District against any employees engaging in a violation of this Article.

The Union will not discourage employees to perform voluntary overtime opportunities, responding to callouts, or other work participation.

In the event of a wildcat strike, the Union shall immediately notify such members so engaged, to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

The District agrees not to engage in a lockout of any Union member of Mid-Columbia Fire and Rescue as a consequence of a dispute arising during the period of this Agreement.

5.2 Residency: An employee's primary residency shall be within a one-hundred (100) road mile distance from the main station. Road mile distance is determined by County GIS mapping services.

Residency is determined based on the totality of circumstances that in good faith the employee's primary residence is within the established distance requirement. For interpretation of this rule, residency is defined as: "dwelling permanently or continuously; occupying a place as one's legal domicile," and domicile is defined as: "a person's fixed, permanent, and principal home for legal purposes."

Employees must give notice to the District of change in primary residency within 30 days. Employees are encouraged to verify residency compliance prior to a change in residency.

5.3 Driver license: All employees who are required to drive as part of their job description shall maintain a U.S. driver's license that is valid in the State of Oregon, and they must be insurable by the District. All employees shall provide a copy of their valid driver's license to the District. Employees must give immediate notice to the District upon suspension or revocation of their Oregon driver's license.

ARTICLE 6 – UNION BUSINESS

6.1 Union Representatives: Two (2) Union representatives shall be allowed time off with pay as may be required to attend in-house labor/management meetings, labor agreement negotiations, or meetings scheduled under the grievance procedure, provided that such time off falls within their regular work schedule and will not result in any subsequent overtime payments. Such representatives shall not receive overtime payments.

6.2 Union Conferences and Meetings: The Union shall be allowed to send personnel to attend other Union related training programs, provided that if the member attending said program is on duty, the Union at Union expense shall provide a relief.

The Union shall be allowed to hold business meetings on District premises provided that said meetings are: 1) not disruptive of the duties of the employees; 2) do not interfere with the efficient operation of the District; 3) do not conflict with organized District meetings scheduled for the premises.

6.3 Union Bulletin Board: The District agrees to furnish and maintain a bulletin board in the station to be used by the Union. The Union shall limit its posting of notices and bulletins to such board.

6.4 Budget: Each year, the Union shall be provided, without charge, a copy of the adopted budget, and a copy of all final audit reports as prepared by the District Auditor after the annual financial audit.

6.5 Staffing: The District has a staffing policy. (Policy 200.010) A copy of such policy will be provided to the Union. Before a change in Policy 200.010 may occur, the District shall notify the Union of the proposed change and shall provide an opportunity for it to make its views known.

ARTICLE 7 – SENIORITY

7.1 Definition: “Seniority”, as used in this Agreement, is determined by the length of an employee’s continuous service with the District, and/or the established seniority list documented in the IGA (1995) between The Dalles City and Wasco Rural Fire Protection District (Mid-Columbia Fire and Rescue).

7.2 Termination: An employee shall lose all seniority in the event of voluntarily quitting or discharge.

7.3 Promotions outside the bargaining unit: If, within twelve (12) months of an employee taking a position outside the bargaining unit, the employee voluntarily requests or the District has advised of a failure to meet the probationary requirements of the position, the employee will be returned to their prior position and seniority in the bargaining unit. Employees serving in a probationary status as a result of the returned employee’s promotion shall each be returned to their prior position, or laid-off consistent with Article 16.

7.3 Continuous Service: Except as provided in 7.1, “continuous service” is defined as that service from the last day of hire unbroken by separation from District service other than by military, ADA Qualified Disability, Peace Corps, vacation, or sick leave, or other leaves protected by State and Federal Law. Time spent on other types of authorized leave will not count as time of continuous service, but the employee will, upon return from such leave or layoff, be entitled to previously earned credit for service (“start where left off”). Any employee who is on a non-paid leave of absence shall not receive or accrue any of the benefits provided in this Agreement.

ARTICLE 8 – HOURS AND OVERTIME

8.1 Hours: Upon agreement of the parties and under an FLSA 7(K) exemption, the regular work schedule for Firefighters, Lieutenants or Captains shall be a 3-4 shift schedule. Shift personnel shall work 3 (24) hour shifts every other day followed by four (4) days off. (Generally, 216 hours per 27 days/2920 hours per year) Additionally, management reserves the right to incorporate and assign regular full-time floater positions working a 7k exemption schedule. The District reserves the right to create new positions other than Firefighter, Lieutenant or Captain that is not on this schedule.

EMS Unit: The EMS Unit consists of EMS only classifications. For employees working a 2920 average yearly schedule, the regular work schedule will adhere to the related MOU dated March 8, 2022.

EMS classifications are not lawfully eligible for FLSA 7(k) status.

The District may schedule newly hired Firefighters for a training academy in lieu of the normal shift schedule. Generally, the training academy hours will be weekdays, (Monday-Friday) with 4 days scheduled for 11.25 hours and 1 day at 11 hours with the intent to provide 56 hours of assigned regularly scheduled work hours per week. Overtime would be paid consistent with the collective bargaining agreement. The District reserves the right to adjust new employee schedules to integrate employees into the regular shift schedule upon completion of the academy.

8.2 Overtime:

A. For employees on an FLSA 7K exemption schedule, all hours worked in excess of 204 hours in the established 27-day payroll period shall be paid to the nearest one-quarter hour as overtime, at the equivalent of one and one-half times the applicable hourly rate. The District will follow State and Federal statutes in payment of overtime.

B. Employees not under an FLSA 7K exemption are subject to overtime payment for over 40 hours worked in a work week as provided by the FLSA.

C. FLSA overtime will include calculation for applicable incentives earned during the pay period.

D. Extended Shifts: (*aka "holdover"*) All time worked in continuation of a shift in excess of the regular shift schedule shall be paid to the nearest one-quarter hour as overtime consistent with this Article.

E. Scheduled Overtime: Employees scheduled to work overtime, as posted or assigned, will be paid to the nearest one-quarter hours as overtime consistent with this Article.

F. Overtime Calculation:

1. For employees on a FLSA 7(k) work schedule in Article 8.1, the work schedule generally results in 12 hours of overtime in each 27-day FLSA cycle. Subsequently, all hours worked above 204 in the 27-day period are subject to overtime payment. Employees will receive the additional overtime compensation (the difference between straight pay and overtime pay for all hours worked over 204 in the paycheck following the end of the 27-day cycle.

2. Overtime Computation: The following steps are used for computing overtime rates as consistent with applicable law for all classifications:

Step 1: Hourly Rate from wage scale.

Step 2: Apply additional incentive compensation* received during the work period for all hours worked in the work period, either for a 40-hour work week period for non-exempt classifications or FLSA 7(k) work period as provided in this agreement, to determine the statutory hourly regular rate of pay for computing overtime.

Step 3: Using the statutory hourly regular rate of pay, calculate the additional 0.5 hourly payment for all hours worked subject to overtime payment either by FLSA or by this agreement. All hours worked are paid at a minimum of straight time.

*Incentives are: AA, BA, EMT Intermediate, EMT Paramedic, AIC, Ambulance Transfer On-Call Assignment Pay, Longevity, and FTO.

The District reconciles the overtime rate per pay period to reflect any change in applicable compensation earned as incentives.

8.3 Ambulance Transfer On-Call Assignment Pay:

A. Ambulance transfer on-call voluntary assignment: Employees who sign up for ambulance transfer on-call will be compensated to the nearest one-quarter hour at the rate of \$3.50 per hour. On-call assignment is at the discretion of the District. Ambulance On-call time is not considered as hours worked. On-call employees will be readily available to work and are expected to respond consistent with District policy. Readily available includes that employees have not consumed intoxicants prior to reporting to duty consistent with Article 20, District policy, State and Federal law.

8.4 Callback: All time worked in excess of the regular shift shall be paid to the nearest one-quarter hour at the overtime rate above. If such time is not in conjunction with the regularly scheduled work hours, it must be paid at a minimum of two (2) hours at the overtime rate. If the actual number of hours worked on a callback is greater than two (2) hours, the employee must be paid for the actual number of hours worked at the overtime rate. Exceptions: The two-hour minimum does not apply for assigned meetings, drills, quarterly formal case reviews, physical exams, training, or similar operational assignments not associated with responding to emergency

staffing needs, and the employee will be paid overtime for hours worked to the nearest one-quarter hour.

8.5 Court Appearance: An employee required to appear by subpoena in civil or criminal court for a job-related incident outside their normal schedule shall be compensated at the overtime rate for all time worked which is in addition to the employee's regular shift, as hours worked. The employee shall only be compensated for commute time from the fire station to the employee's destination and back. The employee shall not be compensated for commute time from their residence to the fire station and back.

8.6 Training Time:

A. Required Training: Training attendance is not voluntary if the employer requires it. Time spent outside regular duty attending schools or other training, provided such training is specifically required and assigned by the District, shall be paid for as hours worked. All such necessary and reasonable receipted expenses for required training shall be reimbursed, subject to applicable withholdings. This subsection does not apply to training time as described in subsection D of this section.

B. Independent Training: Independent training is time spent by the employee on the employee's own initiative attending an independent school, college, or independent trade school after hours. Time spent in this activity is not considered hours worked for an employer even if the courses are related to the employee's job.

C. Special Training: There are special situations where the time spent in attending lectures, training sessions, and courses of instruction are not regarded as hours worked. As an example, an employer may establish for the benefit of its employees a program of instruction, which corresponds to courses offered by independent bona fide institutions of learning. Voluntary attendance by an employee at such courses outside of working hours would not be hours worked even if they are directly related to the employee's job, or paid for by the employer.

D. Required Certification Training: Time spent in required training outside regular working hours at specialized or follow-up training, which is required for certification of employees by any law or ordinance, does not constitute compensable hours of work. The time spent in training as provided in this subsection is not compensable, even if all or part of the cost is borne by the employer.

E. Additional Required Training: EMS re-certification training in excess of the State of Oregon's Health Division's requirements and mandated by the Fire District's supervising physician shall be paid for as hours worked. Such training shall be documented in the Fire District's EMS protocol manual.

F. Education Incentive Program: For the purpose of providing an incentive for career staff to enhance and further their professional and technical skills, the Fire District will maintain one line item in the budget entitled Bargaining Unit Voluntary Training. The funds allocated

in this line item will be divided equally between all bargaining unit members. Each bargaining unit member shall have sole access to their portion through the ninth (9th) month (April) of the current fiscal year after which all remaining funds revert back to the Budget Officer for disbursement. An employee may donate up to a maximum of 50% of the employee's allotted training dollars within the first nine (9) months of the fiscal year to other employees who seek additional allocations exceeding their allotted amount. An employee who donates a portion of their training account to another employee shall submit a written notice to the Fire Chief to include the following information: 1) The amount of funds being donated, and 2) to whom the funds will be donated.

The following additional conditions will also apply: 1) All training requests must be approved a minimum of fifteen (15) days prior to the registration date, and 2) Meals will be allowed in accordance with the Fire District's per diem policy.

G. Local Community College Course Attendance: Personnel may be allowed to attend classes during a term for local community college courses while on duty provided that the following conditions are met:

1. The class must be job related.
2. Minimum staffing is maintained at no cost to the Fire District.
3. Should a class be offered during the daytime and nighttime, the employee shall register for the nighttime class to minimize the overall impact to shift productivity and staffing levels.

8.7 Shift Changes: An employee on a 7k shift shall be provided fourteen (14) days advance notice in change in assigned shift, except as follows:

1. Emergency Shift Change: If the shift change is the result of a condition that could not have reasonably been anticipated fourteen (14) days in advance, such as the illness or termination of another employee, the District need not provide fourteen (14) days' notice.
2. Other Shift Changes: If a change in shift assignment is made without fourteen (14) days advance notice and if the change is not an emergency shift change as defined above, the District shall pay the first shift worked at the overtime rate. As a result of the involuntary shift change under this section 2 and in the event the employee incurs a non-refundable/non-transferable cost or cancellation fee for a scheduled event within the first 10 days of the new shift, the District will reimburse the employee up to \$100, subject to applicable withholdings, upon written verification provided by the employee of the non-refundable expense.
3. When a shift change would result in an employee working a different number of days during the (27) twenty-seven-day cycle, the employee's schedule will be adjusted so that the employee works the same number of total shifts in that (27) twenty-seven-day cycle. If an employee is required to work additional shifts than normally scheduled, the District shall compensate the employee at the overtime rate.

4. The notice provision does not apply to a Floater position.

8.8 Travel Time: This section includes all required training and tasks/activities required by the Fire Chief or Chief's designee that involves an overnight stay. All travel time will be paid in accordance with FLSA and BOLI. Hours worked shall include time in actual transit both to and from the destination as provided by applicable law.

8.9 Use of Volunteers: The Union agrees that it shall raise no objections to the use of Volunteers for medic, fire, or other unscheduled or emergency callbacks provided that such work is offered to the Union personnel first consistent with this Article. In addition, the Union agrees that it shall raise no objections to the use of Volunteers to assist with fire prevention and public education activities (i.e., Sparky, Freddy the Fire Truck, skits, attending a booth at a fair or event, standby for recreational or sporting events, CPR training, etc.). This list is not all-inclusive. Volunteers assigned and scheduled to community risk reduction or community service activities may respond to incidental calls. If an assignment requires the taking of an ambulance or is for fire standby, employees will be offered the opportunity prior to the use of volunteers.

8.10 Jury Duty: When an employee is required to serve on jury duty, the employee will receive up to (6) six shifts pay for (1) period of jury duty, during the life of the contract. This is conditioned upon the employee notifying the District, in writing, at the employee's next scheduled shift, of receipt of the summons. The employee must turn over to the District any compensation, beyond mileage, received for jury duty. An employee who is released from jury duty before the end of his or her work shift shall return to work.

ARTICLE 9 – SICK LEAVE

9.1 Accrual: For employees working a 7K, 27-day work period and for EMS Unit members working a 2920 schedule as identified in Article 8.1, sick leave with pay shall accrue at the rate of 17.5 hours per month to a maximum of 1,440 hours. Unused sick leave shall not be paid upon termination or death, except as set forth in this Agreement.

9.2 Utilization: Except as provided in the Workers' Compensation Section, sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries or for use permitted by applicable law. When sick leave is to be used, the employee shall follow the District's sick leave policy. Before a change in this policy may be implemented, the District shall notify the Union of the proposed change and provide an opportunity for the Union to make its views known. In the event the sick leave policy conflicts with applicable law, the law will supersede.

9.3 Injury/Illness/Disability:

A. On-the-job Injury, Illness or Disability. When an employee sustains a compensable injury, illness or disability while acting in the course and scope of their employment with the District and has an accepted claim under Oregon workers' compensation law, the following policies shall apply:

1. Initial 90-day period: For the first 90 days from date of injury, an employee may elect to use sick leave benefits for the difference between the value of time-loss payments as determined by worker's compensation and the employees' regular net income. Payments are subject to applicable withholdings. For the purposes of this Article, "regular net income" is the base monthly salary for the employee in the classification found in the wage schedule plus any permanent incentives* for the regular work schedule** less tax deductions. Upon use of all of the employee's sick leave, the employee may choose to use vacation or holiday leave if accrued. Once such leaves are exhausted, the supplemental payments will stop. The dollar value paid by the Fire District will be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued leaves. Employees will need to provide copies of the time-loss payments to the District. If the employee's time-loss payments plus sick leave benefits exceeds the employee's regular net income, the employer is authorized to deduct any overpayment incurred from employee's subsequent paychecks, including a final check upon notice to the employee.

*Permanent incentives include: AA, BA, EMT Intermediate, Longevity, and EMT Paramedic, as applicable.

** Regular hours for Firefighters, Lieutenants and Captains are for the 3-4 shift schedule in Article 8 with 204 straight time hours and 12 regularly scheduled overtime hours per every 27-day FLSA cycle.

The employee shall keep the District informed of their status at least once a week. At the end of the 90-day period, the employee's condition shall be reviewed by the attending physician and the District's workers' compensation insurance carrier to determine when the employee will be able to return to work, either in the employee's regular position or on light duty, as provided by policy and pursuant to Oregon law. Light duty assignment by the District may also occur prior to this time subject to medical approval. Refusal of light duty assignment may result in termination of time loss benefits by the carrier and loss of reinstatement rights.

2. 90-day period to 365 days: If the attending physician determines that the injury, illness, or disability will require a recovery period longer than 90 days, the employee will be placed on an extended medical leave of absence for a period of up to 365 days from the date of injury, illness, or disability. The attending physician, the workers' compensation carrier and the District will conduct quarterly assessments for the purpose of determining an expected date of return and to expedite the employee's return to work. Employee's on a continued worker's compensation claim may use accrued paid leaves for the payment of employee's health insurance premium contribution up to 365 days, if applicable, and subject to the limitation of ORS 656.240 or limited to regular net wages.

3. Health Insurance coverage: For accepted claims, health insurance benefits provided in Article 14 will continue uninterrupted for up to 180 days, provided that the employee meets all eligibility and policy requirements of each benefit plan and employee continues to pay their individual premium contribution. After 180 days from the date of injury, employee may use accrued paid leaves to meet carrier eligibility requirements for

continued coverage for up to 365 days from date of injury, subject to the limitation of ORS 656.240. If employee does not meet health insurance carrier eligibility, the employee shall be responsible for all additional costs incurred by transfer to COBRA. The employee shall keep the District informed of their status at least every 30 days.

4. Upon the determination that the employee is unable to return to work after the 365-day period, the employee shall be released from employment, and all benefits will cease. Regardless of other provisions of this article, at such time as the district determines and provides for a medical fitness evaluation and the employee is projected to not recover to be able to meet the essential job functions, the employee will be released from employment. Upon either occurrence, the District will assist the employee with petition for disability pension and/or medical retirement on behalf of the employee.

5. Reinstatement/reemployment rights shall comply with Oregon workers' compensation law.

B. Injury, Illness or Disability Sustained in Non-District Employment. In the event an employee is injured while working for another employer or while self-employed, the following policies shall apply:

If such injury is covered by Workers' Compensation through the other employer or while self-employed, the District will not be required to provide paid sick leave or other benefits while the employee is unable to work for the District, except for those benefits provided by applicable law. In such instance, the employee shall be placed on unpaid leave of absence for a period up to 12 months and shall be reinstated when sufficiently recovered to be able to return to work. If the employee has not sufficiently recovered to be able to return to work within 365 days of the date of the injury, such employee shall be released from employment with the Fire District. Regardless of other provisions of this article, at such time as the district determines and provides for a medical fitness evaluation and the employee is projected to not recover and not able to meet the essential job functions, the employee will be released from employment.

When an employee is off duty as a result of an injury or disability resulting from outside employment, the employee will keep the District informed of their medical status at least once a week.

C. Off-the-Job Injury, Illness or Disability. In the event an employee is injured while engaged in a non-work-related activity for which the employee does not receive benefits under Worker's Compensation law, the following policies shall apply:

The District shall continue to provide the employee with health insurance benefits provided in Article 14 for the first 180 days of absence from work provided that the employee meets all eligibility and policy requirements of each benefit plan and employee continues to pay their individual premium contribution. The employee shall be eligible for short-term and/or long-term disability benefits, provided the employee meets all other eligibility and insurance

policy requirements. Employee may use accrued sick, vacation, and holiday accrued leaves, subject to District policy and short- and long-term carrier rules.

If the employee has not sufficiently recovered to be able to return to work within 180 days of the date of injury, health insurance coverage may continue provided the employee meets all eligibility and policy requirements of the health insurance plan. After 180 days from the date of injury, employee may use accrued paid leaves to meet carrier eligibility requirements for continued coverage for up to 365 days from date of injury. When an employee is off duty as a result of an injury or disability resulting from a non-work-related activity, the employee will keep the District informed of their medical status at least once a week, subject to applicable law.

D. These policies shall become effective on the first day of the employee's injury or illness and will continue either until the employee returns to work or is put on permanent disability by the LTD insurance carrier. In either case, if the employee does not return to work after 365 days, all benefits will cease, and the employee will be released from work with the District. Regardless of other provisions of this article, at such time as the district determines and provides for a medical fitness evaluation and the employee is projected to not recover and not able to meet the essential job functions, the employee will be released from employment. Upon either occurrence, the District will assist the employee with petition for disability pension and/or medical retirement on behalf of the employee.

E. Possible additional leave beyond 365 days. An extension of up to 90 days of additional unpaid leave may be granted if it is determined, in writing, by the employee's attending physician, the LTD or Workman's Compensation insurance carrier and the District physician (at District expense), based upon medical fitness evaluation, that the employee will be able to return to their regular job duties within an additional 90-day period at the end of the 365-day cutoff described in Section A4 above.

During any 90-day extension period, all benefits with the exception of health insurance coverage will cease, provided that the employee meets all eligibility and policy requirements of the District's health insurance plan.

If the employee has not otherwise been released from the District and is not projected to be able to return to regular duty after the extended 90 days, the employee will be released from employment with the District, and all benefits will cease.

9.4 Medical certification: An employee who is physically unable to perform their normal duties for an extended period of time (greater than 3 consecutive workdays), as prescribed by a physician, shall be required to present to the Fire Chief or his authorized designee a physician's certification that the employee is ill or injured and the expected date of return to work. The physician's status report will be submitted to the District every thirty (30) days from the date that the illness and/or injury occurred, subject to applicable law. The employee shall provide medical verification in the form of a work release to the Fire Chief or their authorized designee showing that the employee can return to work, possesses the required certifications and can perform the essential functions of the job before returning to active duty.

9.5 Termination: All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as set forth in this Agreement

9.6 Exclusions: No District employee shall be entitled to sick leave pay while absent from duty for the following cause(s) and subject to applicable law:

A. Sickness or disability sustained while on leave of absence without pay

9.7 Transfer of Benefit:

A. An employee may donate up to twenty-four (24) hours of sick leave to another employee who has exhausted all leave benefits due to an unusual illness or injury involving an employee or a family member(s) as defined by OFLA.

B. In addition to the above, where an employee has a catastrophic health condition, and has exhausted all leave benefits, an employee may donate no more than 10% (ten percent) of the employee's sick leave account to the employee. Catastrophic health condition is defined as long term trauma, terminal illness, or disability or illness expected to exceed six (6) months in duration.

Only one donation of each category above may be made by an employee within a calendar year. Employees must have at least 240 hours of accrued sick leave to be eligible to donate leave.

9.8 Sick Leave Payment:

A. Retirement: Any employee upon, and only upon retirement, who has a sick leave account balance equal to or greater than one thousand (1,000) hours, and is in good standing with the District, the District will pay an amount equal to twenty five percent (25%) of the employee's unused sick leave account of the total hours accrued contributed to the employee's HRA/VEBA or other as described below. This would be equal to 25% of the employee's total accrued sick leave upon the day the employee retires. Retirement means meeting the qualifications of the employee's and District's existing retirement plan, and the employee activates the retirement plan.

B. Separation of Employment: For those employees hired before July 1, 2014, employees who separate from employment in good standing with at least 25 years of continuous service with the District and is of the age of at least 50 years old, the District will pay an amount equal to twenty five percent (25%) of the employee's unused sick leave account of the total hours accrued contributed to the employee's HRA/VEBA or other as described below. This would be equal to 25% of the employee's total accrued sick leave upon the day the employee retires. This provision does not apply to employees terminated for disciplinary reasons. (Historical note: This provision is provided because of the change in retirement plans in January 2013.)

For Sections A and B above, the payout is subject to the Union's yearly declaration of where the payout is paid to. The Union will notify the District in writing prior to January 1 of each year

stating whether sick leave payments upon retirement (and/or Vacation and Holiday leave for separation) be credited to HRA/VEBA, Deferred Compensation or taken as pay. Applicable withholdings may apply. If the Union fails to give timely written notice, payments will revert to the HRA/VEBA for the current year.

ARTICLE 10 – FUNERAL LEAVE

10.1 The District will grant up to two (2) shifts for Fire Unit members, and four (4) shifts for EMS Unit members as defined in Article 8.1, with pay as emergency leave to attend the funeral of the following relatives:

- Spouse
- Domestic Partner
- Mother or Grandmother (Stepmother/Grandmother)
- Father or Grandfather (Stepfather/Grandfather)
- Blood Related Aunts
- Blood Related Uncles
- Blood Related First Cousins
- Son or Daughter (adopted or stepchildren included)
- Brother
- Sister
- Mother-in-law
- Father-in-law
- Brother-in-law
- Sister-in-law
- Spouse's Grandparent
- Grandchild

10.2 The District will grant an additional paid shift for Fire Unit members, and two (2) shifts as defined in Article 8.1 for EMS Unit members, of emergency funeral leave, if requested, for funerals of the following relatives:

- Spouse
- Mother
- Father
- Son or Daughter (adopted or stepchildren included)
- Brother
- Sister
- Domestic Partner
- Grandfather or Step Grandfather
- Grandmother or Step Grandmother

Funeral leave provided for in this Article is considered concurrent with any similar leave provided to eligible employees under OFLA.

10.3 To qualify for domestic partnership status under this Article, the employee must meet the following requirements:

- The partners must be 18 years of age or older;
- The partners must share a close personal relationship and are each other's sole domestic partner;
- The partners are responsible for each other's common welfare;
- The partners are not legally married to anyone else nor has either of the partners had another domestic partner within 30 days immediately prior to the notification to the District of declaring their domestic partnership;
- The partners are not related by blood closer than would bar marriage in our state of residence;
- The partners share the same regular and permanent residence and intend to continue to do so indefinitely; and
- The partners share financial responsibility for "basic living expenses" including the cost of food, shelter, and other costs such as medical expenses.

10.4 Domestic Partnership Status Notification. To receive benefits under this Article, the employee must notify the Fire District of their domestic partnership status. Additionally, the employee will notify the Fire District of any change in their domestic partnership status that would make the employee no longer eligible for leave under this Article. Upon receipt of notification, a Personnel Action Form (PAF) will be completed by the Fire District reflecting the employee's status. Domestic Partner status under this Article is not comparative to Domestic Partner status for health insurance.

10.5 At the reasonable discretion of the District, the use of sick leave, vacation or holiday time may be granted, in accordance with Fire District policy, when additional time is requested, including time off for individuals not on the qualified relatives list.

10.6 Leave with pay for up to four (4) hours may be granted when an employee serves as a pallbearer. Upon an employee's request, and at the reasonable discretion of the District, the use of sick leave, vacation or holiday time may be granted to provide for additional time as required for this purpose.

10.7 The leave provided for in this article is considered concurrent with any similar leave provided to eligible employees under OFLA.

ARTICLE 11 - HOLIDAYS

11.1 Accrual: Time off in lieu of holiday observance shall be accrued by each employee at the rate of eight (8) hours per month of service.

11.2 Utilization: Accrued holiday time may be taken off at the mutual convenience of the employee and the District. At the beginning of each month, all accrued holiday time that is in excess of 168 hours, shall be paid into the employee's individual HRA/VEBA account to the

employee in the next regularly scheduled pay period. Employees with sufficient notice in advance by the employee, may request compensation in the next regularly scheduled pay period for any accrued holiday time, not to exceed 168 hours. Holiday credit which is taken as time off shall be treated as hours worked for purposes of computing overtime. Holiday credit which is paid shall not be treated as hours worked for purposes of computing overtime.

11.3 Separation of Employment and Retirement: For employees who separate employment or retire, the District will pay any remaining accrued holiday time to the employee's HRA/VEBA or as provided by the yearly union election as noted in Article 9.

ARTICLE 12 – VACATIONS

12.1 Accrual: Vacation leave with pay shall accrue at the following monthly rates for Firefighters, Lieutenants, and Captains working a 7K, 27-day work period and for EMS Unit members working a 2920 schedule as identified in Article 8.1:

Years of Service	Monthly Accrual
After 1 year, up to 5 years	19 hours
More than 5, less than 10 (starts at 60 months)	22 hours
More than 10, less than 15 (starts at 120 months)	25 hours
More than 15, less than 20 (starts at 180 months)	28 hours
More than 20, less than 25 (starts at 240 months)	31 hours
25 years or more (starts at 300 months)	33 hours

Accrued vacation shall be credited as earned vacation for each month of service, in accordance with the above, except that vacation accrued during the first twelve (12) months of continuous service shall not be credited as earned vacation until the employee completes the first twelve (12) months of continuous service. For EMS classifications, those employees may use accrued vacation after the first 90 days of continuous service.

Any vacation accrued in excess of two (2) times the annual accrual will be forfeited, provided that in the event an employee is unable, due to departmental operational needs, to take a vacation, the employee may request and be granted a waiver in writing so as to allow for the accrual beyond the above maximum for a specified period. Such waiver period shall normally not exceed four (4) months in duration.

Part-time employees will receive a pro-rata rate of vacation accrual leave based upon budgeted FTE.

12.2 Preference in Vacation Scheduling: Preference in vacation scheduling shall be by seniority, within each shift. Vacation scheduling for the upcoming year shall be completed no earlier than November 1st and not later than December 15th, subject to District approval. Such exercise of seniority shall be limited to one selection of one vacation period per each calendar year.

After the by-seniority vacation sign-up has been accomplished, as provided above, all additional vacation shall be scheduled at the mutual convenience of the District and the employee and on a first request-received-has-priority basis.

12.3 Termination: For employees who separate employment or retire, the District will pay any remaining accrued vacation time to the employees' HRA/VEBA or as provided by the yearly union election as noted in Article 9.8.

12.4 Cancellation of Vacation: If the District requires the cancellation of the first pick of vacation as referenced in Article 12.2 because of unexpected and/or unforeseen staffing needs of the District, the District shall reimburse the employee for non-refundable, non-transferable costs as documented by the employee.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 The purpose of the grievance procedure shall be to settle differences between the District and employees as quickly as possible, to insure efficiency and to promote employees' morale. Any grievances, which may arise during the term of this Agreement, shall be resolved through the procedures set forth in this Article. A grievance means any dispute, complaint, problem, issue or question arising with respect to conditions of employment as set forth in this Agreement.

The employee and/or Union should meet with the Division Chief in an attempt to informally resolve the issue. If there is no informal resolution, the employee and/or Union shall use the following grievance procedure:

STEP 1 (*Division Chief*): After attempting to resolve a grievance informally, the affected employee(s) and/or the Union may claim a breach of this Agreement in writing to the Division Chief within fifteen (15) business days from the occurrence thereof.

The notice shall contain, but not be limited to, the following information:

1. The relevant facts of the occurrence;
2. The date of the occurrence;
3. The specific provisions of this Agreement which have allegedly been violated;
4. The remedy sought.

The Division Chief shall meet with the aggrieved party who may be accompanied by a Union representative at the meeting. The Division Chief shall respond to the grievance in writing within fifteen (15) business days of receipt of the grievance.

Should the District raise a grievance, the District will contact the Union President, or designee, in an attempt to resolve the dispute informally.

STEP 2 (*Fire Chief*): In the event that the grievance is still unsettled, the Union shall, within ten (10) business days of the written response or non-response to the grievance at Step 1, present the grievance in writing to the Fire Chief. The Fire Chief shall render a decision in writing within ten (10) business days of receipt of the grievance.

Should the District allege a formal grievance, the matter will be addressed to the Union President or designee using the Step 2 process, respectively.

STEP 3 (*Mediation*): In the event that the Union is not satisfied with the decision rendered by the Fire Chief, the Union shall, within ten (10) business days following the receipt of the Fire Chiefs response, notify the District of their intent to submit the grievance to mediation. The union shall contact the Employment Relations Board and request a mediator. The designated mediator shall set a time and place for a hearing which is agreeable to both parties. Mediation does not apply to terminations. For grievances filed by the District, the District will follow the same process, respectively.

STEP 4 (*Arbitration*): If an impasse is declared in writing by either party during mediation, the moving party (party filing the initial grievance) shall have ten (10) business days upon declaration of the impasse to notify the other party in writing of their intent to submit the grievance to arbitration. Within the same ten-day period, the moving party shall contact the Employment Relations Board, with "cc" to the other party, and request a list of seven (7) Oregon arbitrators. Both the District and the Union shall have the right to strike three (3) names from the list. The Union shall strike the first name and the District shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for a hearing which is agreeable to both parties. The arbitrator shall have authority to consider only a claim based upon a specific provision of the Agreement and shall have no authority to add to, modify or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

13.3 Time Periods: The time periods specified in this Article are business days. A business day shall be defined as Monday through Friday. Saturday, Sunday and District recognized holidays are not business days. The time periods specified in this Article may be extended or modified upon mutual consent of the parties. Parties acknowledge that all written notices for grievance procedures rely on email communication and notice is the business day of written notice as sent by email.

13.4 Failure to Respond: Failure by the employee or the Union to respond as stipulated in the various steps, shall constitute acceptance of the District's position at the preceding step and the grievance shall be considered resolved. Failure by the District to comply with a specified time period shall constitute rejection of the grievance at that step and the grievance will be advanced to the next step.

13.5 Termination of Grievance: A grievance may be terminated at any time upon receipt of a signed statement from the moving party that the matter has been resolved.

13.6 Expenses: The Mediator fees and/or arbitrator shall be borne equally by the parties. Arbitrator fees will be determined by the arbitrator however, each party shall be responsible for compensating its own witnesses and representatives.

13.7 Continuity: Any grievance that is filed shall be governed by the grievance procedure language of the collective bargaining agreement that was in effect at the time the grievance was filed.

ARTICLE 14 – BENEFITS

14.1 Medical, Dental and Vision: The employer will provide medical, dental and vision coverage under CIS Co-Pay Plan F (includes vision/Rx), Delta Dental II with Alternative Care Rider, or comparable plan if discontinued. New insurance plan booklets will be distributed as they become available. The District will contribute 90% towards the cost of the aggregate premium and the employee will contribute 10% towards the cost of the aggregate premium through pre-tax payroll deduction.

The District agrees to fund the medical plan deductible into each employee's HRA VEBA account. Contributions to the HRA VEBA Plan will be made quarterly. Any employees hired during the medical plan year will be eligible for a pro-rated contribution amount beginning the first full quarter following the date of hire. Contribution amounts will be as follows:

- Employee Only \$125/quarterly
- Employee / Child \$250/quarterly
- Employee / Children \$375/quarterly
- Employee / Spouse \$250/quarterly
- Employee / Family \$375/quarterly

Effective January 2023, the VEBA contributions will be increased as follows:

- Employee Only \$260/quarterly
- Employee / Child \$385/quarterly
- Employee / Children \$510/quarterly
- Employee / Spouse \$385/quarterly
- Employee / Family \$510/quarterly

An insurance committee consisting of three staff members and three union members shall be established and maintained. The insurance committee goals shall be to review cost-saving options, and alternative healthcare options to minimize the cost of District provided insurance benefits, while maintaining quality healthcare coverage for employees. The insurance committee shall make final recommendations to the Board of Directors and Union prior to any change in insurance plans, policies, coverage or carriers being implemented. The Board of Directors and Union shall each have final authority to accept or reject insurance committee recommendations.

To the extent allowed by and subject to the requirements of the District's insurance plan, benefits for domestic partners will be made available to the employee.

14.2 Life Insurance: The District shall continue to provide all existing and required 24-hour Life, Accidental Death and Dismemberment (AD&D), and Dependent Life Insurance policies as were in effect prior to the commencement date of this Agreement. In addition, the District will provide \$50,000 term life insurance on the life of the member.

14.3 Long-Term Disability: The District will continue to maintain its established, or an equivalent, long-term disability insurance plan.

14.4 Retirement: For the term of this agreement, all employees of the Bargaining Unit shall be covered under the Public Employees Retirement System in conformance with Oregon State Law. All new employees will be enrolled in PERS. The District shall continue to "pick up" the employees' six percent retirement contribution. If a law change invalidates or modifies any provision of this article during the term of the agreement, the parties agree that this article shall be reopened.

14.5 Liability: The District shall continue to defend, hold harmless and indemnify its employees against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty, as required by Oregon statute.

14.6 Mileage Allowance: Employees shall not use their private automobiles for District business without prior written authorization of the Fire Chief, or Chief's designee. Employees who are authorized to use their private automobiles shall be compensated at the current IRS mileage rate.

14.7 Non-Excludable Meals: During working hours when an employee travels outside of the District service area on business that requires no over-night lodging and is authorized to purchase a meal that is categorized as non-excludable, as per the IRC, the employee will be entitled to one point per trip. This shall be reported in accordance with the procedures established by the District. Each point is worth \$21.00. For any unusual circumstances that require travel that extends beyond 9 hours, the employee would be entitled to two (2) points.

14.8 Post Employment Health Plan (PEHP) Plan: The District will provide a PEHP plan for each employee for purposes of providing funds for medical benefits upon retirement. The District will provide 2% of each employee's base pay plus EMS incentive certifications and Education degree incentive per pay period for this plan, consistent with IRS rules and regulations.

14.9 Overnight Travel Meals: For training or any other reasons necessitating overnight lodging, employees will be reimbursed up to \$9 for breakfast, \$13 for lunch and \$28 for dinner, unless the training or event provides lunch or dinner. Gratuity of 15% is the District standard and is permitted above the stated values. Employees are required to provide receipts for reimbursements. If employees use an Agency issued credit card, receipts are required, and

employee may not exceed the stated values. Employees may stack up to two meals. Alcoholic beverages are not paid for by the Agency or reimbursed.

14.10 Wellness/Fit for Duty: The parties acknowledge that wellness and fit for duty standards are an important part of firefighter safety. The parties have established a wellness committee that will function as an advisory group to Staff, providing input into the Wellness fitness program. The parties will strive to commit to a program that addresses the issues of NFPA 1500 Chapter 10, 1582 and 1583.

ARTICLE 15 – CLOTHING AND EQUIPMENT

15.1 Uniforms: Each new employee shall be supplied at no cost and within ninety (90) days of the date of employment four (4) sets of the prescribed duty uniform. Each set shall consist of: uniform shirt, pants, and tee shirt. In addition, the District shall provide one (1) pair of approved duty footwear, uniform belt, cap, badge, sweatshirt, and coat. At its discretion, the District may provide additional uniform apparel to any employee based on operational need on a case-by-case basis.

15.2 Equipment: In addition to the prescribed uniform, the District shall furnish all required protective clothing and equipment.

15.3 Replacement and Accountability: Items issued as provided above may be replaced on an exchange basis when worn out or damaged beyond repair in the line of duty.

The title of all issued clothing and equipment remains with the District and upon termination, all such clothing and equipment will be turned over to the District or, in lieu thereof, the original cost reimbursed thereto.

ARTICLE 16 – LAYOFF AND RECALL

16.1 Layoff: A layoff is a separation of employment. In the event the District determines a layoff to be appropriate, Fire Unit employees shall be laid off by department seniority without regard to classification. EMS Unit employees shall be laid off by seniority within the classification being reduced.

16.2 Recall: Employees shall be recalled from layoff to their previous position or lower position if qualified as determined by the District for openings that occur during the first forty-eight (48) months following the date of layoff. No new employees shall be hired into any given classification until all employees on layoff status desiring to return to work have been recalled. To maintain eligibility for recall, an employee must have filed with the District a current address where the employee can be reached. Upon notification by first class mail and a certified letter regarding a vacant position, an employee shall have ten (10) business days in which to notify the District of acceptance or rejection of a position offered and an additional ten (10) business days there from in which to return to work. The District may, at its option, require the employee to

successfully undergo a physical examination as a condition of returning to work. The employee shall possess the required qualifications and certifications to meet the minimum requirements of the position to which they are recalled. Non-compliance of these provisions by the employee shall be deemed voluntary resignation.

16.3 Sick Leave: An employee who is reemployed following a layoff or authorized leave without pay shall have their sick leave credits that they accrued during previous employment reinstated upon return. This provision does not apply to any sick leave paid out consistent with other provisions of this agreement.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Existing Conditions: It is understood and agreed that there exists within the Fire District certain established working conditions which constitute employment relations under ORS 243.650 through 243.782 which shall continue in effect for the term of this Agreement, unless or until changed by mutual agreement of the parties, PECBA bargaining process, or by the District in accord with its prerogatives stated elsewhere in this Agreement, or as required by appropriate State or Federal laws, orders or regulations. In case of changes by other than mutual agreement, the Union shall be notified of proposed change as prescribed by ORS 243.698.

17.2 General and Special Orders: The District will continue to post a copy of general and special orders pertaining to wages, hours, work schedules, and working conditions on the established bulletin board or electronically.

17.3 Civil Service Commission: Hiring procedures for those positions covered under the authority of the Civil Service Commission shall be established by the Civil Service Commission. Inasmuch as all matters pertaining to employee selection, promotion, and class specification (e.g., job description) are subject to the review of the Civil Service Commission, all such matters shall not be subject to the terms of this Agreement or a claim of a violation of this Agreement.

17.4 Probationary Period: The probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve the District observing a new employee's work habits. Each new employee who successfully completes a probationary period of twelve (12) months, the employee shall be considered a regular employee and granted seniority to the last date of hire. The District shall have the right to discharge the probationary employee at will and without a showing of cause by the District. If an employee is on medical leave, worker's compensation or approved leave without pay, for more than 14 calendar days during the probationary period, the District may toll and extend the probationary period accordingly.

Promotions to a higher classification within the bargaining unit: Each employee who is not a new employee but has been promoted to a higher-ranking classification in the bargaining unit must successfully complete a promotional probationary period of twelve (12) months. During the promotional probationary period, the District may return the employee to the employee's prior classification at will and without showing of cause.

The Union specifically recognizes that it shall have no right to contest the discharge of a new employee during the employee's probationary period and that it shall have no right to contest the demotion of a promoted employee during the employee's promotional probationary period.

For the EMS Unit, reclassification is limited to budgeted positions at the sole discretion of the District. An employee in the classification of EMT does not reclassify to the level of Paramedic solely because of receipt of a Paramedic certificate. Reclassification can only occur as offered by the District. An EMT who does receive a Paramedic certificate will be specifically limited to only perform the duties of EMT and may be subject to disciplinary action if exceeding the duties of their position.

17.5 Disciplinary Actions: No regular employee shall be disciplined without just cause and due process.

A. Due Process: For purposes of this Agreement, due process shall require that the following procedures be honored if disciplinary action is being considered.

1. Before any decision to take disciplinary action is finalized, the following shall occur:
 - a. The employee will be informed of the charges in writing and given the information that is the basis for possible disciplinary action;
 - b. After the employee has been informed of the charges, the employee shall have the opportunity to meet and discuss the matter with the supervisor deciding upon the final disposition. If the employee chooses to meet with the supervisor to discuss the charges, the employee shall be allowed to have a representative of the Union present. The meeting can be audio recorded by either party subject to actual notice provided consistent with applicable law. Audio copies will be shared upon request.
2. After the decision is made, the employee shall be given written notification thereof. If the decision is adverse to the employee, the employee shall have the opportunity to include a statement in the employee's defense in the employee's personnel file.

B. Just Cause: For purposes of this Article, just cause shall require that no employee shall be reprimanded in writing, suspended without pay, demoted, or terminated without just cause. If a question as to just cause exists, it may be resolved by submission as a grievance pursuant to the provisions of Article 13.

C. Limitations: Oral reprimands, directives, counseling and warnings, even if reduced to writing, shall not be considered disciplinary actions and shall not be subject to the provisions of this Agreement.

A written reprimand shall not be subject to the Due Process steps outlined in Part A of this Article. However, before a written reprimand is given, the District shall conduct an investigatory

interview. If an employee is to be interviewed regarding an incident or circumstance, which may result in disciplinary action against the employee, the employee will be given reasonable advance notice of the subject of the meeting.

ARTICLE 18 – PERSONNEL FILE

18.1 Placement of Material: No material in any form that can be construed to be derogatory shall be placed in the employee's personnel file unless the employee has been allowed to read such material. The employee shall also be allowed to attach the employee's own statement to any such material.

18.2 Employee Access: Any employee, upon the employee's request, shall have access to their personnel file except the material and information that was obtained prior to the employee's employment. An employee may, upon request, have the right of reproduction of the employee's personnel file in full or part. No portion of an employee's file shall be opened for examination to the public except as provided in the Oregon Public Records Law, ORS Chapter 192.

18.3 Expunction: Disciplinary material contained in an employee's personnel file for more than three (3) years, provided that there have been no additional disciplinary actions within that three (3) year period, may be removed upon written request submitted to the Fire Chief by the employee. Exceptions shall be disciplinary and investigative material related to substance abuse, hostile work environment, sexual harassment or abuse, workplace violence, or medical malpractice. Note: Materials removed from a personnel file, though considered stale for disciplinary purposes, may be maintained separately for compliance with public document retention laws. Such materials may be relied upon to establish notice to that same employee of the existence of notice of rule, civil actions, impeachment or to evaluate comparability of disciplinary sanctions, but will not be used for the purposes of progressive discipline.

ARTICLE 19 – WAGES

19.1 Wage Scale: Employees covered by this Agreement shall be paid according to classification and rates of pay established in the attached "Appendix A Hourly Wage Schedule". If the District creates a new position that falls within the scope of the bargaining unit, the parties agree to enter into wage negotiations for the purpose of establishing a rate of pay for that position. The District will not be precluded from hiring the position prior to final conclusion of the bargaining process.

For the term of this agreement, the salary scale will be adjusted as follows:

Effective and retroactive to July 2022, a new wage scale in Appendix A and Appendix B will be adopted.

Effective July 1, 2023, the base step for each classification will be increased by 5%.

Effective July 1, 2024, the base step for each classification will be increased by 4.5%.

For the classifications of FF, Lieutenant and Captain, steps are 5% apart. The classification of Lieutenant at Step 1 will be 5% above Step 5 Firefighter. The classification of Captain at Step 1 will be 5% above Step 2 Lieutenant.

For the classifications of EMT and Paramedic, steps are 5% apart.

* Retroactive Pay: Employees employed on the payroll date beginning the first 27 day-day work period cycle following execution of this agreement will receive retroactive pay as a one-time payment. The intent of retroactive pay is to include retroactive pay back to June 24, 2022, for the classifications of FF, LT, and CPT and to July 1, 2022, for the classifications of EMT and Paramedic. The one-time payment will be based on an employee's gross pay earnings (base pay, overtime, longevity, incentives, and other applicable hourly earnings) from the beginning of the pay period.

Deferred Compensation:

The District will pay 4% of each employee's base hourly rate for regular work hours scheduled per Article 8.1 to each employee's deferred compensation account per pay period. The District accepts no liability for the success or failure of individual investment programs. This section is subject to applicable tax rules.

Effective July 1, 2023, the District will pay 5% of each employee's base hourly rate including EMS incentive certifications and Educational degree incentives for work hours scheduled to each employee's deferred compensation account per pay period.

The deferred compensation contributions are not cumulative and do not apply to any hours outside the employee's regular schedule or when on leave without pay.

19.2 Longevity: Effective the beginning of the first 27-day work period cycle following the date of the execution of this agreement:

Employees with continuous service with the District are eligible for an additional incentive premium of base hourly wage as follows:

<u>Months of Continuous Service:</u>	<u>% of base hourly wage</u>
Upon completion of 180 months:	1.0%
Upon completion of 240 months:	1.5%

Effective July 1, 2023, the 180-month tier value will change to 2.0% base hourly wage

Effective July 1, 2023, the 240-month tier value will change to 3.0% base hourly wage

These values are not cumulative.

19.3 Step Advancement: New employees and promoted employees shall be hired or promoted at the entry rate and serve a probationary period of one (1) year. At the completion of each year the employee shall advance to the next step, until reaching the senior level pay rate of the employee's position.

19.4 Firefighter Position: Effective upon execution, new employees hired as a firefighter are required within their initial probationary period of 12 months to receive certification and qualification for Apparatus Operator* as an essential function of the position. Employees failing to meet the Apparatus Operator (AO) qualification within the required time will be subject to termination for failing to meet the essential functions of the position. The District will provide training and experience opportunities to meet appropriate certifications as a Firefighter and Operator. The District is not precluded from hiring new Firefighters at Step 2 based on experience and qualifications.

* Qualified and certified to drive and operate Engines, Tenders, Brush Engines, Ambulances, or other accessory vehicles as determined by the District. The ability to drive and operate a Ladder Truck is required within 24 months from date of hire as an essential function of the position.

19.5 Certification Pay: In addition to the wages provided for in the Wage Schedule hereof, each employee who has an Associate or Bachelor degree in Fire Science Technology will receive an additional premium of 2% of their base hourly rate with the exception of EMS Unit employees.

Bachelor's degree: Captains and Lieutenants who have a Bachelor's degree in an approved job-related degree (i.e., Fire Protection Engineering, Fire Prevention, Fire Service Administration, EMS, Public Administration) will receive an additional premium of 3% of their base hourly rate. This increase is in lieu of the AA degree certification pay.

Intermediate EMS Certification: Each employee within the classification of Firefighter, Lieutenant, Captain, or EMS Provider who continues to maintain an Emergency Medical Technician Intermediate certification will receive an additional premium of 5% of their base hourly rate.

Paramedic Certification for classifications of FF/LT/CPT: Each employee within the classification of Firefighter, Lieutenant, or Captain who continues to maintain an Emergency Medical Technician Paramedic certification will receive an additional premium of 10% of their base hourly rate.

19.6 Acting in Capacity (AIC) Pay: AIC Assignment to Lieutenant (Company Officer). A Firefighter assigned to the position of Acting Lieutenant for a 12 hour or longer period on a shift will receive the Step 1 base Lieutenant wage for the time so assigned. It is recognized that the function of the in-unit lieutenant position (company officer) is to serve as lead worker or acting supervisor in the absence of a captain or other supervisor on shift. Thus, the acting-pay provision shall not apply to in-unit lieutenants who are required to be in charge of the activities of a shift. AIC positions shall be filled in accordance with Fire District policy.

19.7 Field Training Officer (FTO) Pay: While an employee is assigned in writing by the District (Chief Officer) to function as an approved FTO for student EMT or Firefighter internship training through an accredited college, the employee shall be paid an additional \$1.00 per hour worked when functioning in this capacity. The provision does not apply when students,

interns or other persons are present as an observer. Employees are expected to treat students and interns and observers with respect and provide verbal feedback when necessary or helpful akin to being a resource to any other employee.

ARTICLE 20 – SUBSTANCE ABUSE

The District shall have a right to adopt a substance abuse policy, which includes the following:

20.1 Screening:

The District may require screening for substance abuse or drug testing under the following conditions:

- A. If an employee exhibits signs of impairment that are consistent with a substance abuse while on the job. Such determination shall be made by two (2) or more District representatives if circumstances permit.
- B. The employee exhibits patterns (e.g., poor attendance, difficulties in working with others, poor performance) which in the opinion of a qualified outside consultant is an indicator of possible substance abuse.
- C. New hires shall be subject to substance screening prior to employment. All Firefighters, Lieutenant, Captain, Paramedic and EMS classifications are considered safety sensitive employees.
- D. Or as adopted by policy 102.02, Use of Intoxicants and Drugs.

Employees who refuse to participate in a properly requested drug test or screening for substance abuse shall be subject to discharge.

20.2 Treatment: Employees who make known to the District their desire for treatment prior to testing under Section below shall be given an opportunity to correct the substance abuse problem, subject to the following:

- A. The employee may, as a condition of continuing employment, be subject to periodic random testing for substance abuse for four (4) years from the date of the original positive test.
- B. The employee shall, as a condition of continued employment, be required to conform to the requirements of such treatment program as may be recommended and monitored by an outside consultant.

The District is not precluded from imposing just cause discipline for misconduct regardless of treatment opportunities.

20.3 Procedures to be Used When a Blood or Urine Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood or urine sample:

A. Prior to testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.

B. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

C. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere, as applicable for the type of sample. One (1) of the samples will be tested by a lab designated by the District. The other sample will be held by such lab for the employee, until the employee either instructs that it be sent to their designated lab or destroyed.

D. If the test is positive for the presence of any intoxicants or controlled substances, the District will arrange for the lab to conduct a confirming test. If that test also is positive, the employee will be notified of the positive results within twenty-four (24) hours after the District learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the District by the laboratory. The employee will then have the option, at the employee's own expense, of having the untested sample submitted to a laboratory of the employee's own choosing.

E. Each step in the collecting and processing of, urine, or blood specimens shall be documented to establish procedural integrity and a chain of custody.

20.4 Parties acknowledge that marijuana is a controlled substance under Federal law.

ARTICLE 21 – SEVERABILITY

If any portion of this Agreement should be declared inoperative, unconstitutional or in violation of federal or state statutes, the remainder of this Agreement shall remain unchanged and in full force and effect. The parties agree that the labor agreement will not serve to restrict the District's obligation to comply with the federal and state law, including its duty to accommodate individuals with disabilities. The parties will adhere to ORS 243.702.

ARTICLE 22 – TERM OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain in full force and effect through June 30, 2025. This Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter appropriate for collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement.

The parties agree to commence bargaining for a successor hereto no later than February 1st of the year in which this Agreement expires.

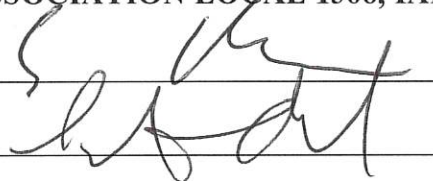
CONTRACT ADOPTION

MID-COLUMBIA FIRE & RESCUE



Date: 12-7-22

**MID-COLUMBIA FIREFIGHTERS
ASSOCIATION LOCAL 1308, IAFF**



Date: 12/6/22

Appendix A - Hourly Rate Wage Schedule

Effective after execution consistent with Article 19:

FY 2022-2023									
Step	EMT	Paramedic	Firefighter	Rate	LT	Rate	Capt.	Rate	
Step 1	\$16.48	\$20.60	Step 1	\$21.52	Step 1	\$27.46	Step 1	\$30.28	
Step 2	\$17.30	\$21.63	Step 2	\$22.59	Step 2	\$28.83	Step 2	\$31.79	
Step 3	\$18.17	\$22.71	Step 3	\$23.72					
			Step 4	\$24.91					
			Step 5	\$26.15					
FY 2023-2024									
Step	EMT	Paramedic	Firefighter	Rate	LT	Rate	Capt.	Rate	
Step 1	\$17.30	\$21.63	Step 1	\$22.59	Step 1	\$28.83	Step 1	\$31.79	
Step 2	\$18.17	\$22.71	Step 2	\$23.72	Step 2	\$30.28	Step 2	\$33.38	
Step 3	\$19.08	\$23.85	Step 3	\$24.91					
			Step 4	\$26.15					
			Step 5	\$27.46					
FY 2022-2025									
Step	EMT	Paramedic	Firefighter	Rate	LT	Rate	Capt.	Rate	
Step 1	\$18.08	\$22.60	Step 1	\$23.61	Step 1	\$30.13	Step 1	\$33.22	
Step 2	\$18.99	\$23.73	Step 2	\$24.79	Step 2	\$31.64	Step 2	\$34.88	
Step 3	\$19.94	\$24.92	Step 3	\$26.03					
			Step 4	\$27.33					
			Step 5	\$28.70					

The pay period for classifications within the EMS Unit is monthly.

Steps are 5% apart.

Appendix B - Memorandum of Understanding

**Memorandum of Understanding
Mid-Columbia Fire and Rescue
&
IAFF Local 1308**

EMS Unit Schedule

WHEREAS, Mid-Columbia Fire and Rescue (District) and IAFF Local 1308 (Union) are parties to a collective bargaining agreement that expires on June 30, 2022, inclusive of an EMS Unit. The parties are currently in successor bargaining.

WHEREAS, the current schedule for EMS classifications includes 12 hour shifts with alterations in day, night and swing shifts. The parties seek to change the work schedule for the EMS Unit while in successor bargaining.

THEREFORE, the District and Union agree to this Memorandum of Understanding under the following terms:

- 1) The parties agree that the EMS unit will change schedules such that employees will be assigned to a new schedule as follows:
 - A) EMS Unit classifications continue with a 7-day work week.
 - B) EMS Unit classifications will be assigned to work 12 hours shifts.
 - C) EMS Unit classifications will have 3 shifts: Days, Nights and Swing.
 - D) Day and Night shift assignment will work: 4 shifts "on" and 2 shifts "off."
 - E) Swing shift assignment will rotate days and nights as follow: 2 shifts "on" night shift, followed by 2 shifts "on" day shift, followed by 2 days "off."
 - F) Assignment to a shift is at the discretion of the District.
- 2) The parties agree the District may enact these schedules as soon as possible based on operational ability. The District will act in good faith.
- 3) The duration of this agreement follows the term of agreement of the current collective bargaining agreement and is included as part of successor bargaining.
- 4) Disputes of this agreement are subject to the grievance process of the collective bargaining agreement.
- 5) This agreement is effective upon execution below.

FOR LOCAL 1308 IAFF


Union President

3/8/22
Date

FOR MID-COLUMBIA FIRE & RESCUE


Board President

3-8-22
Date