

AGREEMENT

BETWEEN THE

AURORA FIRE DISTRICT

AND THE

International Association of Firefighters (IAFF), Local 1159



JULY 1, 2024 THROUGH JUNE 30, 2026
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AGREEMENT AND PURPOSE

This Agreement is entered into, by and between the Aurora Fire District, hereinafter referred to as the "District", and Local 1159, hereinafter referred to as the "Union."

It is the purpose of this Agreement to set forth herein the sole and full Agreement between the parties concerning wages, hours and conditions of employment.

For purposes of this contract, "days" shall mean Monday through Friday, during normal, District business hours, excluding holidays.

ARTICLE 1

Recognition

1.1 The District recognizes Local 1159 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for all full-time employees in the classifications of Firefighter, Fire Engineer, Fire Lieutenant, Fire Captain; but excluding all seasonal, casual and irregular part-time, volunteer intern, supervisory or confidential employees and workers of the District.

ARTICLE 2

Management Rights

2.1 The Union recognizes and agrees that the responsibility for management of the District and direction of its workforce is vested solely in the District and responsible department heads. The Union recognizes and agrees that in order to fulfill this responsibility, the District shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire District; determining standards and levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote, discipline and discharge employees (subject to Article 22); to determine work schedules and assign work; and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by specific provision of this Agreement, are not subject to the grievance procedure specified in Article 23. It is further agreed that the District retains all rights, powers and privileges not expressly specified in this section.

ARTICLE 3

Employee Rights

3.1 It is agreed that career employees of the Aurora Fire District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by Union members because of his/her exercise of these rights.

ARTICLE 4

Peaceful Performance of District Services

4.1 During the time of this Agreement, there will be no strike, (including sympathy strike) by the Union, nor will any of its officers, agents, or employees instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work or any other intentional disruption of the operations of the District, regardless of the reason for so doing. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

4.2 In the event of a violation of this provision by any member(s) in the bargaining unit, the District may discipline or discharge with due process any member(s) of the Union involved in such activity. Nothing herein shall preclude recourse by the District to such other legal or equitable remedies as may be available to it.

4.3 Each employee who holds the position of officer, steward or negotiator of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The Steward agrees to inform its members of their obligations under this Agreement.

ARTICLE 5

Union Security

5.1 The District agrees to furnish and maintain a bulletin board within the Main Fire Station to be used by the Union for the posting of official notices and bulletins of the Union which are of a non-inflammatory nature.

5.2 Except as otherwise provided in this Agreement, during their working hours, Union members shall not engage in the collection of fees or dues, or carry on other business activities of the Union, provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with work and duties of the District employee.

5.3 Any service provided by the District to the Union under this article shall be at no cost to the members.

ARTICLE 6

Union Activities

6.1 Dues: The District agrees to deduct and forward Union dues and assessments from the pay of all employees who are Union members. The amount to be deducted shall be certified to the District by the Secretary/Treasurer of the Union, and the aggregate deductions of those dues shall be remitted, together with an itemized statement, to the Secretary/Treasurer of the Union bimonthly with the normal payroll cycle.

The Union shall provide to the District a list identifying the employees who have provided authorization for the District to make deductions from the employee's wages to pay dues, fees, and any other assessments or authorized deductions to the labor organization. The District shall rely on the list to make the authorized deductions and to remit payment to the labor organization.

The performance of this service by the District is at no cost to the Union.

6.2 Union training and education: The District agrees to cover Union personnel for Union specific training and education activities up to fifty (50) hours per fiscal year in total for the entire bargaining unit. Requests will be granted by the Fire Chief or their designee. Union members will not be charged vacation hours for attending union training and education activities.

6.3 Meetings/Business: The District agrees to allow the bargaining unit to utilize the facilities to hold meetings and conduct business as long as such activities do not disrupt or interfere with District operations.

ARTICLE 7

Hours of Work - Shift Personnel

7.1 Shift firefighters shall work a fifty-six (56) hour workweek. The workweek shall be recognized as forty-eight (48) consecutive hours on duty, followed by ninety-six (96) consecutive hours off duty. Each shift shall commence at 07:00 hours.

7.2 For the purpose of complying with the Fair Labor Standards Act (FLSA), each shift employee will receive 3.25 hours at their regular pay rate per FLSA 28 day cycle. Any hours worked outside of their regularly assigned shift shall be paid at the overtime rate per Article 9 of this agreement.

7.3 The District may, for purposes of training or as a result of a sick or injured employee, alter an employee's workweek from a fifty-six (56) hour workweek to a forty (40) hour workweek. Any hours worked over 40 hours will be compensated at the employee's overtime rate per Article 9.

7.4 Sections 7.2 and 7.3 are set forth to comply with the provisions of the Fair Labor Standards Act ("FLSA") and the rules and regulations currently known by the parties to be in effect. Should such provisions of the FLSA change or should any change to existing rules and regulations be made to modify the parties original intent, the parties shall renegotiate the provisions contained herein concerning hours of work, overtime compensation and rates of pay. Should the parties not reach an agreement, the matter shall be submitted to binding interest arbitration.

7.5 Shift Transfer: When the District determines that an employee should be moved from one (1) shift to another, the employee shall not suffer a reduction or increase in pay for hours not worked as a result of the change. When an employee requests a change in shift and the District grants the request, the employee may elect to reduce his vacation accrual account, work the hours lost, or receive no pay for the hours not worked.

7.6 Recovery Time: Employees who return from a conflagration or Inter-County immediate response of forty-eight (48) hours or more with less than twelve (12) hours of rest and recovery will be off a minimum of twelve (12) hours before returning to their regularly scheduled tour. This leave will not be charged to any of the members' leave accounts.

Rest and recovery time can be modified with the agreement of the employee and the Fire Chief or their designee on a case by case basis during low staffing levels.

ARTICLE 8

Hours of Work – 40-Hour Personnel

8.1 Employees shall be assigned to a normal forty (40) hour workweek; in which case, the work cycle shall commence on Sunday at 12:01 A.M. The work cycle shall be seven (7) consecutive days.

8.2 Variable Work Schedule: A variable work schedule is a work schedule that permits variable starting and quitting times during the work week and, by mutual consent, may vary consecutive work days, but which does not exceed forty (40) hours in a week. Variable work schedules are voluntary for both the District and the employee and must be authorized in advance by the supervisor. An agreement will be made between the Union employee and the District on what that schedule may look like.

8.3 Flex Time: Flex time is reserved for 40-hour employees and is not intended for shift employees. Flex time may be initiated as a request by the employee or employer but must be agreed to by both parties. Flex time may be used for the purposes of an employee's need to move hours or days, temporarily, to accommodate personal or District business. Flex time is intended to benefit both the employee and employer and is not intended to be used as an alternative schedule for 40-hour employees. Flex time must be used within the same work week for which it was originally earned.

ARTICLE 9

Wages

9.1 Effective and retroactive to July 1, 2024 the wage increase shall be 3.8%. The new scale shall be attached as Appendix A and made part of this Agreement.

Effective July 1, 2025, the wage increase shall be a minimum annual COLA increase of 3.0%. All COLA increases will be effective starting July 1st of each fiscal year.

The CPI Index used for determining the COLA increase above the minimum 3.0% will be from the Western Region CPI. CPI index will be checked during the first quarter of each year. If the Western Region CPI is one percent (1%) or higher than the minimum COLA increase, the Union and the District will negotiate the COLA increase between March and May of that year.

9.2 Pursuant to ORS 238, the District shall assume and pay a six percent (6%) average employee contribution to the Public Employee Retirement Fund for the employee members then participating in the Public Employee Retirement System. Such payment of employee member monthly contributions to the system shall be considered as "salary" within the meaning of ORS 238 for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238; but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238. Such paid employee contributions shall be credited to the employee accounts pursuant to ORS 238, and shall be considered to be employee contributions for the purposes of ORS 238.

9.4 All employees shall be paid a Semi-monthly salary. The hourly rate for 40 hour employees shall be calculated by dividing the annual salary by two-thousand and eighty (2,080) hours. The hourly rate for 56 hour employees shall be calculated by dividing the annual salary by two-thousand nine hundred and twelve (2,912) hours. Per FLSA, hourly rate is based on an employees' regular rate of pay which includes salary and incentive pay.

9.5 56 hour employees assigned to a 40 hour work schedule will have their annual salary divided by two-thousand and eighty (2,080) hours for their hourly rate. 40 hour employees assigned to a 56 hour schedule will have their annual salary divided by two-thousand nine hundred and twelve (2,912) hours. Per FLSA, hourly rate is based on an employees' regular rate of pay which includes salary and incentive pay.

ARTICLE 10

Overtime

10.1 The District may, from time to time, require employees to work additional time in excess of the specific work cycle. That time will be compensated as per Article 10.3.

10.2 Time worked shall be computed up to the nearest one quarter hour.

10.3 All overtime shall be paid at time and one-half (1.5).

10.4 40-hour employees will receive overtime at time and one-half (1.5) when they work more than forty (40) hours in a workweek. All overtime must be approved in advance by the District, unless advance approval cannot be obtained due to emergencies or other urgent operational needs.

10.5 At the discretion of the 40-hour employees, overtime may be compensated by granting the accrual of compensatory time in lieu of overtime pay. Compensatory time in lieu of overtime pay shall accrue at the rate of time and one-half (1.5). 40-hour employees may accrue a maximum of forty (40) hours compensatory time. Compensatory time off shall be taken within six (6) months from date of accrual unless extended by the Fire Chief or designee. Shift personnel are not eligible for compensatory time.

10.6 All employees who are designated by the Fire Chief or his/her designee to receive and answer after hour phone calls or text communications, hereafter referred to as "call(s)", of a technical nature shall be paid a minimum of 15 minutes of overtime.

Successive calls are not progressive for time earned per incident. If the original call or calls extend past the designated minimum, the employee will be paid to the nearest quarter hour.

A technical service call is defined as a request by an AFD staff member or command officer (Duty Officer or designee) that requires technical expertise. (Example: IT, Fire Investigation, critical repair of equipment, etc.)

10.7 The answering of the phone is of a voluntary nature and requires no other compensation other than outlined above, unless the time needed to complete those items exceeds the minimum time outlined above.

10.8 Variable Work Schedules: Employees assigned a variable work schedule under the terms of Article 8.2 shall be compensated at a rate of pay of time and one-half (1.5) for all work performed in excess of forty (40) hours in a week.

ARTICLE 11

Call Assignment

11.1 Callback Pay: An employee assigned to work after having been released from his/her shift by the District and vacated his/her assigned place of duty shall receive a minimum of two (2) hours pay, emergency call back, at the rate of time and one-half the regular rate of pay, unless the time extends into his/her regular work shift. Each hour spent in excess of two (2) hours shall be paid at time and one-half the regular rate of pay. All hours that extend from his/her assigned work shift shall be paid at a rate of time and a half up to the quarter hour. When an employee is called back to work, the time worked shall commence when the employee arrives at their assigned station or as agreed to by the Fire Chief or designee.

For the purposes of non-emergency callback such as authorized meetings (including virtual), errands and training, will be compensated at one and one-half (1.5) hours minimum at the overtime rate.

11.2 Call Shift: Any employee who is called back for the purposes of maintaining adequate staffing levels, as determined by the District, shall be paid in accordance with Article 10.3.

11.3 Filling the Call Shift: The Fire District shall first attempt to fill a vacancy the following way, per position.

1. Company Officer: First offered to all qualifying Company Officers, then those qualified to Act in Capacity (AIC). If the Company Officer vacancy cannot be filled with either of these, then a Chief Officer may fill the Company Officer vacancy.
2. Engineer: First offered to all qualified Engineers and then to Company Officers. If the Engineer vacancy cannot be filled with either of these, then a Chief Officer may fill the Engineer vacancy.
3. Short duration coverage of six (6) hours or less may be covered by a Chief Officer without following steps 1 and 2 of Article 11.3.
4. Filling Call shifts during a Conflagration will be in accordance with Article 35.

11.4 Minimum Staffing: The minimum staffing will be two career employees on shift at all times. Career employees consist of Officers, Engineers, and Chief Officers. Minimum staffing will be filled per Article 11.3.

ARTICLE 12

Acting in Capacity (AIC)

12.1 Any employee who is temporarily required or assigned by the District to the duties of a position in a higher classification and who assumes the responsibilities of that position, shall be compensated at the first step of the higher job classification, (i.e. Step 3 FF to Step 1 Lt), beginning when first so

assigned. Training time required to become qualified to act in the capacity of a higher classification shall not be compensated under the terms of this provision.

12.2 A “temporary assignment” is made to fill a position vacancy of over sixty (60) days. When a temporary assignment is made the person filling the vacant position shall be compensated per Article 12.1. Temporary assignments will be limited to no more than ninety (90) days unless waived in writing by the Union and the District.

12.3 On occasion, the District may fill a vacancy of over sixty (60) days with different people to allow for training and experience of personnel subject for promotion. If this occurs and it is solely the choosing of the District, all personnel filling the position shall be considered on temporary assignment as in 12.2 during the individual’s period of actually filling the position.

12.4 Qualified personnel assigned to act in a higher capacity may not be required to exercise all of the supervisory functions related to discipline.

12.5 An employee may only act in capacity after passing all of the required training as set forth by the Fire District.

ARTICLE 13

Trade Time Procedures

13.1 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire District and is carried out within the rules hereby set down and agreed upon:

- A. All requests for trade time shall be between equal ranking staff first and then to other qualified staff without any additional cost to the Fire District.
- B. At no time shall the District become responsible for trade time obligations incurred by the employees.
- C. Trade time to work another job is prohibited.
- D. No employee shall accept a call shift assignment for pay and arrange for another member to work the call shift as trade time, even in repayment for trade time debt.
- E. Employees shall not receive any extra pay as a result of a trade shift.
- F. The employee who committed to work the trade is responsible for the cover of said shift or time trade. In the event that the employee who agreed to work the trade cannot complete the trade for ANY reason, and cannot find another person to work the trade, the employee must notify the Fire Chief or designee immediately. The employee’s vacation leave will be charged at the time of the notification.

If the reason is caused by a short notice illness or injury within 48 hours of said trade and accompanied by a note from the employees’ health care provider, the District will charge the time as sick leave to the employee who agreed to work the trade only for the said trade within the

48-hour time frame. This change will occur at the time the note has been provided to the Fire Chief or designee. A note will not be required for an on-the-job injury.

ARTICLE 14

Vacation and Holidays – Shift Employees

14.1 Shift employees shall receive vacation hours noted below, factoring in recognized holidays.

Shift vacation accrual for years of service	Per pay period	Annual hours	Max accrual hours (18 months)
0 - 2 years (0 - 24 months)	11.88	285	427.50
3 - 5 years (25 - 60 months)	13.34	320	480
6 - 10 years (26 - 120 months)	15.42	370	555
11 - 15 years (121 - 180 months)	17.09	410	615
16 - 20 years (181 - 240 months)	18.75	450	675
21 years and up (241 months and up)	20	480	720

Probationary employees cannot use vacation leave until successfully completing the first six (6) months of the probationary period unless otherwise approved by the Fire Chief or their designee.

14.2 In the event of conflicts in scheduling vacation leave, for purposes of this Article, seniority as determined by hire date shall have preference.

14.3 Vacation leave shall begin to accrue after the first full pay cycle after date of hire.

14.4 Vacation leave shall be approved by the Fire Chief or designee, consistent with the needs of the District.

14.5 Vacation accrual accounts can at no time exceed the equivalent of eighteen (18) months accrual at the employee's current rate of accrual. Once you reach your maximum accrual you will no longer accrue vacation hours until you drop back below the 18 month cap.

14.6 Members who exceed the vacation cap beginning July 1st 2024 have until January 1st of 2026 to be below the maximum.

14.7 Members assigned from a fifty-six (56) hour workweek to a forty (40) hour workweek shall have their vacation divided by a factor of 1.4 and for members from a forty (40) hour workweek to a fifty-six (56) hour workweek shall have their accumulated vacation multiplied respectively by a factor of 1.4. If the employee is over the cap in the new schedule the employee shall have twelve (12) months to get below the max.

14.8 Vacation Accrual and Leaves of Absence: Vacation leave shall not accrue during any period of leave of absence without pay. Vacation leave shall accrue while on a leave of absence caused by an on-the-job injury or illness.

14.9 Vacation Sell Back: Accrued vacation shall be sold back to the Fire District at the regular rate of pay for the employee upon separation from the Fire District. The employee may choose to take the sell back in cash or deposited into their Deferred Compensation account, or split between the two per the employee's request.

ARTICLE 15

Vacation & Holidays – 40 hr Workweek Personnel

15.1 Daytime employees shall receive vacation hours noted below.

Daytime vacation accrual for years of service	Per pay period	Annual hours	Max accrual hours (18 months)
0 - 2 years	5.25	126	189
3 - 5 years	6.50	156	234
6 - 10 years	7.75	186	279
11 - 15 years	9.00	216	324
16 - 20 years	10.25	246	369
21 years and up	11.50	276	414

15.2 In the event of conflicts in scheduling vacation leave, for purposes of this Article, seniority as determined by hire date shall have preference.

15.3 Vacation leave shall begin to accrue after the first full pay cycle after date of hire.

15.4 Vacation leave shall be approved by the Fire Chief or designee, consistent with the needs of the District.

15.5 Holidays: 40 hour personnel shall follow the Federal government Holiday Schedule listed below, this schedule may be modified for religious reasons with the agreement of the Fire Chief or their designee and the employee:

New Years Day	Presidents Day	MLK Day	Memorial Day
Juneteenth	Independence Day	Labor Day	Veterans Day
Thanksgiving	Day After Thanksgiving	Christmas Eve	Christmas Day

15.6 Vacation accrual accounts can at no time exceed the equivalent of eighteen (18) months accrual at the employee's current rate of accrual. Once you reach your maximum accrual you will no longer accrue vacation hours until you drop back below the 18 month cap.

15.7 Members assigned from a fifty-six (56) hour workweek to a forty (40) hour workweek shall have their vacation divided by a factor of 1.4 and for members from a forty (40) hour workweek to a fifty-six (56) hour workweek shall have their accumulated vacation multiplied by a factor of 1.4. If the employee is over the cap in the new schedule the employee shall have twelve (12) months to get below the max.

15.8 Vacation Accrual and Leaves of Absence: Vacation leave shall not accrue during any period of leave of absence without pay. Vacation leave shall accrue while on a leave of absence caused by an on-the-job injury or illness.

15.9 Vacation Sell Back: Accrued vacation shall be sold back to the Fire District at the regular rate of pay for the employee upon separation from the Fire District. The employee may choose to take the sell back in cash or deposited into their Deferred Compensation account, or split between the two per the employee's request.

ARTICLE 16

Sick Leave

16.1 Sick Leave Accruals: Shift employees shall accrue sick leave at a monthly rate of sixteen (16) hours for each full month worked. Employees assigned to a forty (40) hour workweek shall accrue sick leave at the rate of eight (8) hours for each full month worked, or an amount prorated for work less than a full month.

Maximum sick leave accrual for OPSRP shift employees shall be two thousand nine hundred and twenty (2,920) hours. Maximum sick leave accrual for OPSRP forty (40) hour workweek employees shall be one twelve hundred (1,200) hours. Tier 1 and Tier 2 employees will have no cap on sick leave accrual. Once you reach your maximum sick leave accrual you will no longer accrue sick leave hours until you drop back below the cap.

16.2 Sick Leave Usage: Employees may utilize their allowance of sick leave for any of the following reasons:

- A. When unable to perform their work duties by reason of an off the job illness or injury, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.
- B. When the employee is unable to perform their work duties by reason of an on-the-job injury or occupational illness, as set forth in Article 19.
- C. When their presence is required to care for a family member who is ill or injured in accordance with OFLA and the Oregon Sick Leave Law.
- D. For employees who are not covered by OFLA or FMLA, when the employee's attendance is required to care for the employee's mother, father, spouse, domestic partner, sister, brother, children or other relative residing in the employee's household.
- E. For other qualifying absences in accordance with OFLA and Oregon Sick Leave Law.

16.3 Authorization to Use Sick Leave: Written verification of the need for sick leave from an appropriate health care provider may be required for the use of Sick Leave for more than three (3) consecutive scheduled workdays. Before the employee returns to work, the District may require that the

employee receive certification from the employee's health care provider that the employee is able to resume work. At the discretion of the Fire District a written return to work and/or passing an NFPA 1582 physical via the District NFPA physician may be required to return to full work duties.

16.4 Sick Leave Accrual and Leaves of Absence: Sick leave shall not accrue during any period of leave of absence without pay. Sick leave shall accrue while on a leave of absence caused by an on-the-job injury.

16.5 Bereavement Leave: In the event of a death of an employee's immediate family member as defined by OFLA, shift personnel may take up to two (2) shifts off per occurrence, and 40-hour workweek personnel may take up to forty (40) hours off per occurrence. Employees may also use sick leave for absences from work for the death of an immediate family member, consistent with OFLA. Bereavement leave shall not be charged to the employee's sick leave account. An employee can take additional leave in excess of the initial bereavement leave. Employees have the option to use sick leave in accordance with OFLA or vacation leave.

16.6 Abuse of Sick Leave: If the District suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive work days. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, PTO, or paydays.

For employees working a fifty-six (56) hour work week, pre-scheduled non-emergency health care appointments shall not be allowed during the employee's shift without permission of the Fire Chief or their designee.

16.7 Members assigned from a fifty-six (56) hour workweek to a forty (40) hour workweek or from a forty (40) hour workweek to a fifty-six (56) hour workweek shall have their accumulated sick leave divided or multiplied respectively by a factor of 1.4.

16.8 Off the Job Injuries: All off-the job injuries will require the use of the employees sick leave time per Article 16, unless other arrangements are made in writing with the employee and the Fire Chief or their designee.

ARTICLE 17

Employee Insurance Benefits

17.1 All eligible employees will be provided with Life, Short Term Disability, and Long Term Disability benefit coverage at the District's cost as follows:

- A. Short Term Disability Insurance: Weekly benefit will be sixty (60) percent of the first \$1,500 of weekly pre-disability earnings as of the date disability, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.). Maximum weekly benefit is \$900, maximum benefit period is ninety (90) days.
- B. Life Insurance: This plan provides a term life insurance benefit in the amount of \$10,000 plus one (1) times your annual earnings to a maximum of \$300,000 and shall include an accidental death and dismemberment benefit.

- C. Long Term Disability Insurance: Long term disability insurance has a 90 day waiting period then will pay sixty (60) percent of the first \$8,333 of monthly pre-disability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.). Maximum monthly benefit is \$5,000.

17.2 Medical/Dental/Vision Insurance: Employees will continue to pay 0% of the total for medical and dental premium costs.

17.3 VEBA Contributions: The District will contribute \$1,500 annually to the employees VEBA account. The contributions will be made by September of each fiscal year. New employee contributions will be prorated by taking the annual contribution, divided by twelve (12), then multiplied by months of employment up to the annual contribution date.

17.4 Insurance Opt Out Benefit: If allowed by the fire districts insurance carrier, In the event an employee opts out of receiving medical, dental and vision insurance coverage from the Fire District, the Fire District will deposit six hundred dollars (\$600.00) per month into a deferred compensation account for that employee with an approved Fire District carrier account.

ARTICLE 18

Reimbursement of Books and Tuition

18.1 The District shall reimburse any employee one-hundred percent (100%) of the cost of books and tuition for any successfully completed academic course which is directly related to his/her job classification, provided: the funds are available; the course has prior approval of the Fire Chief or designee; the course is completed with a 2.0, or "C", or better grade; the course books are returned to the District as its property.

18.2 A stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the District for a period of two (2) years after completion of the course(s) provided. Voluntary separation from the District, prior to this time period, will require that the employee return to the District a portion of the amount received. The amount shall be deducted from the employee's final paycheck. The employee will be credited one-twenty-fourth (1/24th) of the amount received for each month of completed service after completion of the course for which reimbursement was made.

18.3 Shift coverage for any academic classes shall be the responsibility of the employee unless time off is approved by the Fire Chief or their designee.

ARTICLE 19

Workers' Compensation

19.1 When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave, except as provided in 19.2 below.

19.2 Any illness or injury for which the employee receives time-loss payments under Workers' Compensation laws, the employee may choose to either receive the time-loss payment or to submit the

payments to the District and use paid leave accruals to make up the difference between the time-loss payments and the employee's normal salary. The District will not deduct any accrual leave for initial time-loss days not covered by Workers' Compensation. Employees receiving benefits under this section will continue to receive benefits as provided elsewhere in this agreement. PERS will not be paid on any workers compensation wages.

19.3 If an employee only wants to receive his/her Workers' Compensation time loss payments, they must notify the Fire District in writing.

19.4 In the event an employee's time loss benefits end, but he/she is unable to return to work, that employee may utilize full sick leave benefits in order to receive his/her regular gross wages.

In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay, holiday pay or hours from the Donated Leave Bank (Article 35) to receive their regular gross wages. In the event an employee does not specify whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then vacation and holiday pay.

Accrual of benefits shall continue as long as the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday or vacation pay.

19.5 If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined in Section 19.2 while the claim is in disputed status. In the event the employee's injury or illness is determined to be non-compensable at any point in the Workers' Compensation process, whether by the District's Workers' Compensation carrier or through a Workers' Compensation proceeding, the employee shall, from that date, be treated as though he/she suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits. If the employee's sick leave benefits are depleted, the employee shall use available compensatory time, vacation pay, holiday pay or hours from the Donated Leave Bank (Article 35). In the event an employee does not specify whether he/she prefers to utilize compensatory time, vacation, or holiday pay, compensatory time will be utilized first, then vacation and holiday pay.

19.6 In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was* or *was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what he/she should have received in sick leave and other benefits pursuant to Section 19.2 above. Any such adjustment will not, however, permit an employee to receive the restoration of sick leave or other paid leave benefits for any portion of an employee's time off for which he/she was receiving time loss or disability insurance benefits. If the employee's sick leave and other paid leave accounts are insufficient to allow the District to adjust for overpayments, the employee's sick leave account will be adjusted to reflect a negative balance. The District will not, however, reflect a negative balance in the employee's other paid leave accounts or deduct from the employee's subsequent paychecks to adjust for overpayments.

19.7 Alternate Duty: In the event of a duty related injury or illness, or an off duty illness or injury, the District may assign reasonable Alternate Duty consistent with the employee's medical restrictions as

determined by their health care provider. In the event of one (1) or more employees are injured, priority will be given to duty related injury or illness. Alternate Duty is defined as any position outside of their normal work.

In the event of being able to work less than full time on Alternate Duty as a result of their work related injury or illness, no deduction of leave shall occur. While on Alternate Duty, employees required to seek treatment for their work related injury or illness will be paid for such time so long as their claim is open or accepted. Employees on Alternate Duty whose claim has been denied, is being appealed, or is closed will be required to use sick leave. In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay, holiday pay or hours from the Donated Leave Bank (Article 35) to receive their regular gross wages.

Assignment to Alternate Duty will be at the Fire Districts discretion if work is available.

Once cleared for regular duty, the employee shall have two (2) days off immediately preceding their alternate assignment.

Employees on Alternate Duty for longer than three (3) weeks shall have vacation and sick leave accrual amounts adjusted according to Article 14.7 or Article 15.7.

Employees on Alternate Duty shall be able to use vacation and sick leave on an hour for hour basis consistent with current leave policies, and will be eligible for all forty (40) hour holidays.

19.8 In the event that the procedure set forth in this Article is found to be in violation of state statute or other law, the parties agree to meet to negotiate procedures that are in compliance with the law.

ARTICLE 20

Incentive Pay

20.1 The District shall compensate employees who meet the necessary qualifications and requirements:

20.2 All employees hired must maintain a minimum certification level of Oregon Emergency Medical Technician (EMT). No incentive above the normal salary is paid for Oregon EMT certification.

20.3 The District shall compensate employees who have obtained and maintained an Oregon EMT Intermediate or Advanced (EMT I or AEMT) at the rate of 2% of their hourly base pay rate, and Oregon EMT Paramedic (EMT P) at the rate of 6% of their hourly base rate.

ARTICLE 21

Uniforms and Equipment

21.1 The District shall continue the present practice of furnishing uniforms. The District shall continue to furnish protective clothing, such as "turn-outs", helmets, boots and gloves, required in the performance of fire-fighting duties. Refer to District uniform policy.

ARTICLE 22

Discipline and Discharge

22.1 Discipline includes the following actions and shall be progressive in nature:

- A. Verbal (written documentation)
- B. Written reprimand (only subject to Article 23, Step 3)
- C. Suspension
- D. Demotion
- E. Termination from Employment

The disciplinary process may be entered into at any step and the District may skip steps consistent with just cause provisions.

22.2 All discipline shall be done in a manner which will not embarrass an employee before another employee or the public.

22.3 In the event that an employee is placed on paid administrative leave, they shall be available to be interviewed, with sufficient notice, during regular business hours.

22.4 Disciplinary investigations shall be completed within sixty (60) days of the Chief Officers knowledge of the act unless the Union agrees to extend the time based on the circumstances, which agreement shall not be unreasonably withheld.

22.5 For investigative interviews and hearings, the District may audio record interviews and hearings. The District shall provide a complete recording to the Union representatives.

22.6 In some instances, the District may need to collect information in order to determine if a disciplinary investigation is appropriate. If the collection of above information leads to a formal disciplinary interview, the employee and Union representative shall be immediately informed of the reason(s) for initiating the investigation.

22.7 In the event the District is contemplating economic sanctions against an employee, the employee will be afforded a due process meeting (Loudermill). Before the due process meeting, the employee will be provided a statement of charges and relevant facts known to the District, the policies potentially violated and economic sanctions being contemplated. A reasonable amount of time will be allowed for the employee to research the charges.

22.8 Employees shall have the right to inspect their files at reasonable times. In the event that any adverse information is included, the employee shall have the right to place in their file a statement concerning such information.

22.9 Discipline and any response written by the employee shall be placed in the employee's personnel file for a period not less than two (2) years from the date of the discipline. After two (2) years, the

employee may petition the Fire Chief or their designee to have the discipline and related responses removed from the file. Provided there is no subsequent discipline over the same or similar issue during the intervening period of time, the Fire Chief or designee will review the situation and determine if the request can be granted or if the discipline relates to an area requiring monitoring for a longer period of time for the good of the District. If no subsequent discipline over the same or similar issue occurs after five (5) years from the date of the discipline, the discipline and related responses will be removed from the employee's file upon request.

22.10 Documentation which is outside the two (2) year parameter may be retained by the District in a sealed separate file to comply with Oregon records retention laws. Such documentation may also be used by the District in arbitration and civil proceedings for the purpose of establishing consistency of disciplinary action, compliance with equal employment opportunity and other laws, notice of expectations and the existence or absence of mitigating circumstances. Such documentation that has been removed may not be used for subsequent discipline or as evidence in any subsequent disciplinary proceedings against that employee, unless mutually agreed upon by the District and the Employee.

22.11 Grievance materials will be kept in a separate file. Access to this file will be by permission of the Fire Chief or their designee.

22.12 The Article shall not apply to probationary employees as described in Article 26.1.

ARTICLE 23

Grievance Procedure

23.1 It is the intention of the parties to this Agreement that all disputes involving the interpretation, application or violation of contract language between said parties be settled by their submission to the grievance procedure as hereinafter provided.

Step 1. After first attempting to resolve the grievance informally, the Union may claim a breach of this Agreement in writing to the Fire Chief or their designee within fifteen (15) days from the occurrence thereof or of the Union's knowledge thereof, whichever occurs later. The notice shall include:

- A. A statement of the grievance and relevant facts;
- B. Provision of the agreement violated; and
- C. Remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days, with a copy to the Union.

Step 2. If, after seven (7) days from the date of submission of the Fire Chief's or their designees response, the grievance remains unresolved, the grievance may be submitted to the Fire Chief. The Fire Chief may meet with the aggrieved party, who may request representation at the hearing. The Fire Chief shall respond to the grievance in writing within five (5) days with a copy to the Union.

Step 3. If, after five (5) days from the date of the Fire Chief's response, the grievance remains unresolved, the grievance may be submitted to the Fire Board of Directors. The Fire Board shall meet with the aggrieved party and, following such meeting, shall respond to the grievance in writing within five (5) days with a copy to the Union. The meeting at this Step 3 shall take place prior to the written response required hereunder.

Step 4. If the grievance is not resolved within five (5) days from the date the Fire Boards written response is received by the Union, the Union shall notify the District of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree as to the arbitrator within ten (10) days, the arbitrator shall be chosen in the following manner:

- A. A list of five (5) members of the Employment Relations Board shall be requested and the parties shall alternately strike one name from the list until only one is left. The Union shall strike the first name. The remaining name shall be the arbitrator. One day will be allowed for the striking of each name.
- B. The arbitrator shall render a decision within thirty (30) days from the close of the hearing. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be split 50/50 with the District and Union. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. The powers of the arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and determining if it has been violated; and shall have no authority or jurisdiction to add to, amend, modify or revise the agreement of the parties.

Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Mutual consent via email is sufficient to comply. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time will automatically move the matter to the next step in this procedure.

A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved.

ARTICLE 24

Nondiscrimination

24.1 The District agrees not to interfere with the rights of employees to become members of an organized bargaining unit, and there shall be no discrimination, interference, restraint or coercion by the District or District representatives against any employee, solely because of membership in a bargaining unit, or because of any employee activity in an official capacity on behalf of the bargaining unit, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of District operations in carrying out its responsibilities to the public.

Neither the District nor the bargaining unit and its members shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of age, marital

status, race, color, sex, sexual orientation, disabilities, national origin, religion, political affiliation or union affiliation or other protected status or activity in accordance with applicable law. The Union shall share equally with the District the responsibility for applying the provisions of this Article.

ARTICLE 25

Liability

25.1 The District shall indemnify and defend members of the bargaining unit against any tort claim arising out of an alleged act or omission occurring in the performance of duty as required by ORS 30.285 and 30.287 (1977 replacement part).

ARTICLE 26

Seniority Clause

26.1 Probationary Period: Upon hire in a bargaining unit position, an employee shall serve a twelve (12) month initial probationary period. During this period, a new employee may be discharged or disciplined in the sole discretion of the District without any reason or cause being shown. Newly promoted employees shall serve a twelve (12) month promotional probationary period. Employees who are serving a promotional probationary period may be returned to their former classification in the sole discretion of the District, without any reason or cause being shown. In that event, an employee who is returned to his or her former classification shall retain their seniority in that classification and shall not be disciplined or discharged without just cause.

26.2 Seniority Defined: Bargaining unit seniority is defined as length of continuous employment in the bargaining unit since the last date of hire in a position represented by the Union. Classification seniority is defined as length of continuous employment in a job classification. Time spent on paid leaves, military leave, OFLA and/or FMLA leave whether paid or unpaid, and workers compensation leave (including light duty) count as continuous service and will be included in determining both bargaining unit and classification seniority. Time spent on light duty counts as classification seniority in the position the employee held at the time of the on-the-job injury or occupational illness. The time an employee is on layoff, serving in a position outside the bargaining unit or on other unpaid leaves of absences will not count toward bargaining unit or classification seniority. In the event two (2) or more employees have the same date of hire or length of service in a classification, the District will designate seniority by order on the hiring or promotion list.

26.3 Breaks in Seniority: Continuous service date shall be the date of initial appointment. Continuous service and seniority shall be broken, and the employment relationship shall be severed only by the following:

- A. Resignation or retirement;
- B. Discharge;
- C. Unauthorized leave of absence or failure to return within the time specified from authorized leave;

- D. Layoff or absence from work due to off-the-job illness or off-the-job injury in excess of thirty-six (36) consecutive months;
- E. Declining a recall or failing to notify the District of intent to return to work pursuant to a recall notice sent by certified mail to the last address provided to the District within seven (7) business days of receipt or ten (10) business days of mailing, whichever is greater;
- F. Absence from work due to on-the-job injury or on-the-job illness after three (3) years from date of original injury/diagnosis or otherwise in accordance with ORS 659A.043 and/or ORS 659A.046;
- G. Failure to return from military leave in accordance with applicable law.

26.4 Layoff: In the event it becomes necessary to lay off employees for any reason, employees in the Return From Retirement (RFR) program will be terminated before any regular bargaining unit members are laid off and do not have bumping or recall rights. Thereafter, employees shall be subject to layoff as follows: employees serving their initial probationary period shall be laid off first, followed by regular (non probationary) employees in the ascending order of their classification seniority (bottom to top) in the affected job classification.

26.5 Bumping: An employee subject to layoff shall be entitled to bump the lowest seniority employee in a lower classification if previously occupied by the employee, provided that the employee who is seeking bumping has more bargaining unit seniority than that employee. The employee electing to bump to a lower job classification must be qualified to perform the work of the employee he/she seeks to bump as determined by the District and must exercise his/her bumping rights in writing to the Fire Chief or their designee within seven (7) business days of receipt of the layoff notice.

26.6 Recall: An employee who has been laid off shall have recall rights for any subsequent vacancy based upon seniority within the job classification he/she occupied when laid off or any lower classification he/she is qualified to perform for a period of thirty-six (36) months from date of layoff, provided the employee meets the qualifications for the position as determined by the District. Recall shall be in the descending order (top to bottom) of bargaining unit seniority possessed at the time of layoff prior to hiring any new employees.

26.7 Outside Unit Bumping: Employees outside of the bargaining unit who have been notified of layoff shall be entitled to "bump" back into the bargaining unit position they have previously held within the first five (5) years of promotion. Bumping shall be on the basis of the seniority the employee had in the job classification they are seeking to bump into at the time of promotion. Any such bumping must be exercised in accordance with Article 26.5 above.

ARTICLE 27

Deferred Compensation

27.1 All Employees may contribute to a deferred compensation plan established by the District as a part of their retirement plan.

ARTICLE 28

Amendment and Closure Clause

28.1 This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the District and the Union.

28.2 Amending an Article within this agreement does not mean the entire contract is open for renegotiation.

ARTICLE 29

Funding Clause

29.1 The District agrees to budget all monies necessary to fund this Agreement. However, in the event the District is unable to fund the economic requirements of this Agreement due to voter disapproval and/or legislative changes, the parties agree to reopen negotiations.

ARTICLE 30

Savings Clause

30.1 Should any portion of this Agreement or supplement be determined, by the Supreme Court, or other court of appropriate final jurisdiction, to be in violation of any state or federal law or should any portion of this Agreement be in violation of a state or federal law or regulation which is enacted, then such portion or portions shall become null and void, and the balance of this Agreement will remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in violation of law to bring it into conformity in accordance with ORS 243.698.

ARTICLE 31

Military Leave

31.1 The District will provide military leave consistent with applicable law.

31.2 Employees who have worked for the District for six (6) months or more are eligible to receive pay for up to fifteen (15) consecutive days of absence in any federal fiscal year (October 1st through September 30th) due to military leave.

31.3 Employees are paid only for their regular scheduled work days during the fifteen (15) day period.

31.4 Fifty-six (56) hour employees are entitled to a maximum of five (5) twenty-four (24) hour shifts (120 hours) of military leave in any one (1) federal fiscal year. Employees may utilize the available military leave in split blocks of time.

31.5 Employees requesting military leave must provide notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in the loss of re-employment rights.

ARTICLE 32

Term of Agreement

32.1 This Agreement shall be effective the first day of July 2024, and shall remain in full force and effect until June 30, 2026, or until a successor contract has been approved.

32.2 This Agreement shall automatically be reopened every December prior to the contract's expiration date.

32.3 At any time if both parties agree this contract may be reopened to discuss any one article.

32.4 Notification of intent to reopen the contract per Article 32.3 must be in writing to the Fire Chief or their designee and the shop steward. Reopening of the contract should begin within ten (10) days of notification to reopen.

ARTICLE 33

Return from Retirement (RFR)

33.1 Both parties, realizing the advantages in retaining experienced employees mutually agree to the following Return from Retirement for bargaining unit members.

33.2 The member upon separation from the District for reasons of retirement is eligible to participate, upon written request to the Fire Chief, in the Return from Retirement (RFR) program. To be eligible to participate in the RFR program, the member must be in good standing with the District at the time of their retirement. A member in good standing is defined as a member that does not have any disciplinary issue(s) under investigation, and is current on all department required certifications and training. Upon mutual agreement, exceptions may be granted to a member from the defined members in good standing due to unforeseen circumstances. For example; long term injury, extended time off, etc.

33.3 All provisions of the current Collective Bargaining Agreement will remain in full force, except for the items listed below:

- A. An eligible employee may participate in the RFR program for up to six (6) consecutive months immediately following retirement from the District. The member shall work his/her regularly scheduled shift for the duration of the program. The member is not eligible for call shifts and does not accrue or get paid vacation or holidays during this time. The employee will receive only such benefits as are required by state and federal law, including accrual of one (1) hour of sick leave for every thirty (30) hours worked.
- B. The RFR member will receive four (4) paid floating days off for forty (40) hour employees and four (4) twenty-four (24) hour shifts for shift personnel during the six month RFR. These days hold no cash value if not used within the six (6) month workback period. Usage will be at the discretion of the Fire Chief or their designee.
- C. The RFR member continues to receive his/her regular hourly rate according to the current District wage scale for that position including all incentives.

- D. Members shall follow all current leave practices when requesting time off during the duration of the RFR.
- E. The District will comply with applicable PERS law and regulations.
- F. Medical insurance and dental insurance retiree premiums will be paid by the District during the calendar months they are working.
- G. Employees in the RFR program are considered members of the bargaining unit and may continue membership in the unit or elect to authorize payment of Union dues per Article 6 of the Agreement.
- H. In the event of any reduction in force, RFR employees will be laid off prior to any other bargaining unit member. RFR program participants shall have no bumping or recall rights. The order in which RFR members are laid off will be determined by the Fire Chief.
- I. Before an employee can participate in the RFR program, all trade time obligations must be satisfied. However, employees that are participating in the RFR program may trade time in accordance with Article 13.
- J. In the event Oregon laws change regarding the RFR this Article will automatically be reopened.

ARTICLE 34

Donated Leave Bank

34.1 Employees may donate up to forty (40) hours of their accumulated vacation time per calendar year to a District administered Leave Bank. The Leave Bank is for use by employees who have exhausted their sick leave and other paid leave accounts due to illness, injury, or other medical conditions under the following conditions:

- A. Employees working fifty-six (56) hour workweeks wishing to donate leave must have a minimum of one-hundred and twenty (120) hours of accumulated vacation time in their personal account after the donated hours are deducted.
- B. Employees working a forty (40) hour work week wishing to donate leave must have a minimum of eighty (80) hours of accumulated vacation time in their personal account after the donated hours are deducted.

34.2 The donating employee's leave is converted to money based on the donator's hourly rate of pay. The dollar value of the donated leave is then deposited into the Leave Bank. The Leave Bank is maintained by the District.

34.3 To be eligible to apply for donated leave from the bank, the employee must have a serious illness or medical condition, or by caring for a family member with a serious medical condition that requires a prolonged absence from work. The employee requesting the donated leave must not be receiving or be eligible to receive long-term disability benefits.

34.4 Applications for donated leave must be made to the District in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the Fire Chief or their designee in advance.

34.5 Donated leave shall not be used to extend employment.

34.6 Employee requests for donated leave from the bank are limited to a maximum of:

- A. One-hundred and twenty (120) hours per request for employees working fifty-six (56) hour workweek. Hours requested over the 120 hours may be approved by the Fire Chief or their designee on a case by case basis; or
- B. Eighty (80) hours per request for employees working a forty (40) hour work week. Hours requested over the 80 hours may be approved by the Fire Chief or their designee on a case by case basis

ARTICLE 35

Seasonal Employees

35.1 Seasonal firefighters will be required to possess and maintain the following certifications upon date of hire:

- A. NFPA Firefighter I.
- B. Wildland Firefighter Type II.

35.2 Seasonal firefighters will be required to possess and maintain the following emergency medical services licensure upon date of hire:

- A. Oregon Health Authority EMR or higher.

35.3 Seasonal employees will not be used to reduce Union employees.

35.4 Seasonal firefighters may be assigned to either a 40-hour or 56-hour work week. Seasonal employees assigned to a 40-hour work week shall not work more than 40-hours unless by the discretion and approval of the Fire Chief or designee.

35.5 A 40 or 56-hour seasonal firefighter will have an employment duration not exceeding one thousand one hundred and nineteen (1119) hours in a calendar year unless approved by the Fire Chief.

35.6 40 and 56-hour seasonal firefighters are not eligible for 24-hour shift work otherwise filled by Local 1159 bargaining unit members as noted in Article 11.3.

- A. In the event of 24-hour shift coverage staffing shortages because of conflagration, bargaining unit members will be given the first right of refusal for overtime or minimum staffing vacancies created by conflagration deployment. 40 and 56-hour seasonal firefighters may then be used to fill vacancies created by bargaining unit members deployed on conflagration.

- B. In the event 40 and 56-hour seasonal firefighters are utilized to fill minimum staffing during a required 12-hour rest period as outlined in Article 7.6, bargaining unit members will be given first right of refusal to complete the 24-hour shift once the rest period has been satisfied.

35.7 40 and 56-hour seasonal firefighters are at-will and not covered by any provisions in the current Aurora Professional Firefighters, Local 1159 collective bargaining agreement.

35.8 In the event of conflagration assignments during the employment of the seasonal firefighter, preference for conflagration assignments will be as follows:

- A. Permanent career employees.

- B. Seasonal Aurora Firefighter(s)

35.9 Hiring and layoff of the seasonal firefighter(s) will be at the sole discretion of the Fire Chief.

ARTICLE 36

Reimbursement of Damaged Property

36.1 A member who suffers loss or damage to personal property in the performance of official duties may submit a request to the Fire Chief or their designee for reimbursement.

- A. A report describing the loss or damage must accompany this request.

- B. The request must indicate the repair or replacement cost.

36.2 Each request will be reviewed by the Fire Chief or their designee. Review factors to be considered are:

- A. That the action which resulted in the loss was proper and not an act of recklessness,

- B. That the item was necessary for the performance of duty, and

- C. That the item's value is reasonable considering the nature of the fire duties,

- D. Policies, procedures, and guidelines were adhered to.

ARTICLE 37

Use of Alcohol & Drugs

37.1 Purpose and Scope: The Aurora Fire District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on District property or when performing District-related business elsewhere (41 USC § 8103).

37.2 Policy: It is the policy of the Aurora Fire District to provide a drug- and alcohol-free workplace for all members.

37.3 General Guidelines: Alcohol and drug use in the workplace or on District time can endanger the health and safety of District members and the public.

Members who have consumed an amount of an alcoholic beverage or taken any medication, or a combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Fire Chief or the appropriate supervisor as soon as they are aware that they will not be able to report to work. If a member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (OAR 437-001-0760(4)) (see the Work Restrictions section in this policy).

For special events Alcohol may be allowed on District property. These events will be approved by the Fire Chief or their designee. Employees that consume alcohol during these events are prohibited from responding to emergencies.

37.4 Use of Medications: Members should not use any medications that will impair their ability to safely and completely perform their duties. Members who are medically required or need to take any such medication shall report that need to their immediate supervisor prior to commencing any on-duty status.

37.5 Medical and Non-medical Cannabis: Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action. When testing for marijuana, the District will be testing for active THC in the body, not the metabolite THC-COOH. This test will require a blood draw for accurate results.

37.6 Member Responsibilities: Members shall come to work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on District premises or on District time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members shall notify a supervisor immediately if they observe behavior or other evidence they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

37.7 Additional Member Responsibilities: Members licensed to attend to any ill, injured, or disabled person shall not consume alcohol within eight hours of reporting for duty or while on-call (OAR 333-265-0083). Members who become aware that another member has consumed alcohol within eight hours of reporting for duty or while on-call shall notify a supervisor.

37.8 Employee Assistance Program: A voluntary employee assistance program may be available to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the

Administration, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

37.9 Work Restrictions: If a member informs a supervisor that the member has consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and request that a District Chief respond to the location of the impaired member. The District Chief shall ensure the member is transported to a safe location and that the continuity of District operations is maintained.

37.10 Requisition Screen Testing: A Chief Officer may request that an employee submit to a screening test under any of the following circumstances (ORS 659A.300):

- A. The Chief Officer reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform duties safely and efficiently.
- B. During the performance of duties, the employee drives a motor vehicle and becomes involved in an incident that results in bodily injury to the employee or another person or substantial damage to property.

37.11 District Chief Responsibility: The Chief Officer shall ensure written records are prepared documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- A. The test will be given to detect either alcohol or drugs, or both.
- B. The result of the test is not admissible in any criminal proceeding against the employee.
- C. The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

37.12 Screening Test Disposition: Employees may be subject to disciplinary action if they:

- A. Fail or refuse to submit to a screening test as requested.
- B. After taking a screening test that indicates the presence of a controlled substance, fail to provide proof, within 72 hours after being requested, that they took the controlled substance as directed, pursuant to a current and lawful prescription issued in their name.
- C. Violate any provisions of this policy.

37.13 Compliance With The Drug Free Workplace Act: No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the District will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

37.14 Confidentiality: The District recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.

APPENDIX A

Salaries

2024-25 Lieutenant Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Base Annual	\$88,596.33	\$91,254.26	\$93,991.89	\$96,811.64	\$99,715.99
Base Monthly	\$7,383.03	\$7,604.52	\$7,832.66	\$8,067.64	\$8,309.67
Base Hourly	\$30.42	\$31.34	\$32.28	\$33.25	\$34.24
2% Intermediate/Advanced Incentive	\$90,368.26	\$93,079.35	\$95,871.73	\$98,747.87	\$101,710.31
2% Intermediate/Advanced Incentive	\$7,530.69	\$7,756.61	\$7,989.31	\$8,228.99	\$8,475.86
2% Intermediate/Advanced Incentive	\$31.03	\$31.96	\$32.92	\$33.91	\$34.93
6% Paramedic Incentive	\$93,912.11	\$96,729.52	\$99,631.40	\$102,620.34	\$105,698.95
6% Paramedic Incentive	\$7,826.01	\$8,060.79	\$8,302.62	\$8,551.69	\$8,808.25
6% Paramedic Incentive	\$32.25	\$33.22	\$34.21	\$35.24	\$36.30
2024-25 Engineer Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Base Annual	\$74,968.24	\$77,217.33	\$79,533.84	\$81,919.86	\$84,377.46
Base Monthly	\$6,247.35	\$6,434.78	\$6,627.82	\$6,826.66	\$7,031.46
Base Hourly	\$25.74	\$26.52	\$27.31	\$28.13	\$28.98
2% Intermediate/Advanced Incentive	\$76,467.60	\$78,761.68	\$81,124.52	\$83,558.26	\$86,065.01
2% Intermediate/Advanced Incentive	\$6,372.30	\$6,563.47	\$6,760.38	\$6,963.19	\$7,172.08
2% Intermediate/Advanced Incentive	\$26.26	\$27.05	\$27.86	\$28.69	\$29.56
6% Paramedic Incentive	\$79,466.33	\$81,850.37	\$84,305.87	\$86,835.05	\$89,440.11
6% Paramedic Incentive	\$6,622.19	\$6,820.86	\$7,025.49	\$7,236.25	\$7,453.34
6% Paramedic Incentive	\$27.29	\$28.11	\$28.95	\$29.82	\$30.71

Automatic FLSA with zero Kelly Days

365 Days x 24 hours = 8,760 hours in a year.

8,760 / 3 shifts - 8 hours to end the last day of the year at midnight = 2,912 annual hours per shift.

2,912 annual hours per shift / 52 weeks = 56 hours per week.

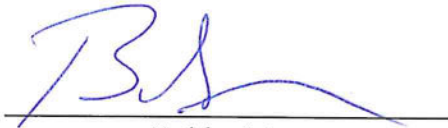
56 hours x 4 weeks (28 days) = 224 hours in a 28 day period.

224 - 212 recognized appropriate time for no automatic FLSA = 12 hours of owed OT (half time).

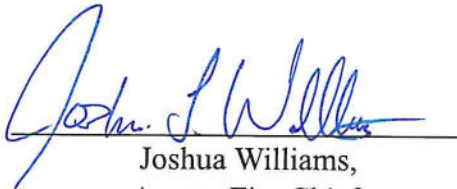
12 OT 1/2 time hours x 13 periods of 28 days annually = 156 1/2 time hours of OT owed / 2 = 78 full time hours of regular time owed / 24 pay periods = **3.25 full time regular hours per pay period.**

SIGNATURES

FOR THE DISTRICT:

A handwritten signature in blue ink, appearing to be 'B. Meyer', written over a horizontal line.

Bobby Meyer,
President, Board of Directors

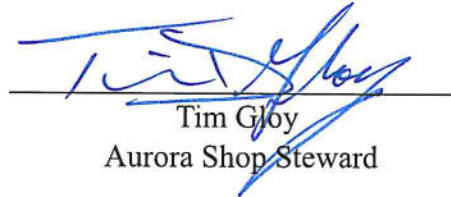
A handwritten signature in blue ink, appearing to be 'Joshua Williams', written over a horizontal line.

Joshua Williams,
Aurora Fire Chief

FOR THE UNION:

A handwritten signature in blue ink, appearing to be 'Nathan Hon', written over a horizontal line.

Nathan Hon
President, IAFF Local 1159

A handwritten signature in blue ink, appearing to be 'Tim Gloy', written over a horizontal line.

Tim Gloy
Aurora Shop Steward