

LABOR AGREEMENT

CANBY RURAL FIRE PROTECTION DISTRICT # 62



AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO



July 1, 2024 – June 30, 2027

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PREAMBLE

This agreement is hereby entered into by the Board of Directors of Canby Rural Fire Protection District #62, hereafter referred to as the District, and the Professional Firefighters Association of Clackamas County, Local 1159, I.A.F.F., hereafter referred to as the Union, for the purpose of establishing terms and conditions of employment for certain classifications of employees of Canby Fire Department.

ARTICLE 1-RECOGNITION

Section 1. Canby Rural Fire Protection District #62 and its Board of Directors recognizes the Professional Firefighters Association of Clackamas County, Local 1159, I.A.F.F. as the sole and exclusive representative for the purpose of establishing terms and conditions of employment for all regular full-time employees, excluding clerical workers, temporary employees, part-time employees and all personnel with rank of Battalion Chief or above. Members promoted out of the bargaining unit shall retain "bump back" rights for a period of two years to the rank they last held, providing that they maintain job requirements for that job classification that they would demote back to.

ARTICLE 2- MANAGEMENT RIGHTS

Section 1. It is recognized that an area of responsibility must be reserved to management if government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Employer. The following are listed as illustrative of such management functions but should not be considered all inclusive:

- The determination of the governmental services to be rendered to the citizens of the Employer's service area.
- The determination of financial, budgetary, accounting and organizational policies and procedures.
- The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Employer establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- The management and direction of the workforce, including the right to determine the methods, processes and manner of performing work; the establishment of new positions; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; discipline and/or discharge for just cause, the right to lay off, the right to abolish positions or reorganize the department; the right to determine and assign schedules of work; the right to purchase, dispose of and assign equipment or supplies.

Section 2. Subcontracting:

The District shall have the right to contract or subcontract work or functions to be performed consistent with the obligation to bargain the impact of the District's decision using the expedited midterm bargaining process outlined in the Public Employee Collective Bargaining Act (PECBA). Nothing in this Article shall preclude the use of temporary employees.

ARTICLE 3 MAINTENANCE OF STANDARDS

Standards of employment related to wages, hours and working conditions which are mandatory for collective bargaining except those standards modified through collective bargaining shall be maintained at not less than the level in effect at the time of the signing of this Agreement. Any disagreement between the Union and the District with respect to this section shall be subject to the grievance procedure.

ARTICLE 4- UNION BUISNESS

Section 1. One Union representative shall be allowed time with pay as may be required to attend in-house labor/management meetings, or meetings scheduled under the grievance procedure, provided that such time off falls within their regular work schedule. Two Union representatives shall be allowed time with pay as may be required for labor agreement negotiations. Time and one half pay shall only be paid specifically when the Union representative is immediately recalled by the Fire District for Union business or at the discretion of the Fire Chief.

Section 2. 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's expense shall provide a relief and that such relief be at no cost to the District.

Section 3. The Union shall be allowed to hold business meetings and conduct business on District premises provided that said meetings are: 1) not disruptive to the duties of the employees; 2) do not interfere with the efficient operation of the District; and 3) do not conflict with organized District meetings scheduled for the premises. Meetings shall be held at the beginning or end of the workday and shall not consume more than one hour of time on weekdays between 7 am and 5 pm.

Section 4. The District agrees to furnish and maintain a bulletin board in a conspicuous location within the station to be used by the Union.

Section 5. 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 within thirty (30) days of completion.

Section 6. The District agrees to deduct Union dues and Union assessments from the pay of the individual employees covered under this contract once a month. The Union dues and assessments shall be certified to the District, prior to any deduction being made. The District shall only remit the certified amount for each month to the Union.

Section 7. The Union will indemnify, defend, and hold the Employer harmless against any claims instituted against the Employer on account of any payroll deduction for the Union. The Union agrees to refund to the Employer any amount paid to it in error.

ARTICLE 5- STAFFING

Section 1. Qualified interns will not be used to replace bargaining unit personnel, except in occurrences when the intern has formally been hired as a temporary employee by the Fire District.

Section 2. Qualified members who are hired on a forty (40) hour day schedule are eligible to move to fifty-six (56) hour shift work upon vacancy if the employee meets the minimum qualifications for the position as established by the District. Consideration will be in the order of employment seniority.

Section 3. Qualified members will be allowed to move from fifty-six (56) hour shift work to forty (40) hour day work as approved by the Fire Chief.

Section 4. When a temporary vacancy above the rank of firefighter occurs, for a period of more than one hundred twenty (120) days, that position shall be filled on a temporary basis by the person at the top of the current list for that position. When the employee that caused the temporary vacancy returns to work, the temporary position shall end and the employee that held that position shall return to his normal rank.

Section 5. An employee shall be provided (28) days advance notice in change in assigned shift except as follows:

1. **Emergency Shift Change:** The Fire Chief shall consult with the Shop Steward when defining an "emergency shift change". If the shift change is the result of a condition that could not have reasonably been anticipated twenty-eight (28) days in advance, such as but not limited to disciplinary action or the illness or termination of another employee, the District need not provide twenty-eight (28) days' notice.
2. **Other shift Changes:** If a change in shift assignment is made without twenty-eight (28) 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.
3. **When a shift change would result in an employee working a different number of days during the month,** the employee's schedule will be adjusted so that the employee works the same number of total days in that twenty-eight day, FLSA pay period. If an employee is required to work additional days, such days will be paid at the overtime rate.

4. Anytime an employee is transferred to a different shift or work schedule the employee shall have the right of first refusal for time off or overtime.

Section 6. The District will allow Paramedics to request a reduction of their medical certification from EMTP to EMT Intermediate, EMT Advanced, or EMT. All requests will be made in writing to the Fire Chief. The Fire Chief may outline a timeline for reduction of certification if the request is approved by the Fire Chief, per Article 2 – Management Rights. Any EMT's that desire to obtain EMTP certification will make the notice of intent in writing to the Fire Chief prior to starting EMTP education. Any increase in EMTP staffing assignment resultant of achieving a medical certification of EMTP must be approved by the Fire Chief, per Article 2 – Management Rights. Upon notification, the District will in good faith, make an effort to plan financially for that EMTP position within the next fiscal year cycle. Current EMTs will have the first opportunity to be promoted to EMTP when a position becomes available.

Section 7. A Staffing Work Group will be established with two (2) representatives from Labor and two (2) Representatives from Management, who will meet bi-annually and/or more as needed to review the staffing needs of the District.

ARTICLE 6- DISCRIMINATION

Section 1. The Board and the Union agree not to discriminate against any employee for his/her activity in relation to the Union. The Board and Union agree, pursuant to state law, that there shall be no discrimination against any employee because of race, sex, creed, age or religion.

ARTICLE 7 – WORK RULES

Section 1. The Union agrees that its members shall review and comply with all District Rules and Regulations.

In keeping with the principles of participatory management, the Fire Chief agrees to submit to the bargaining unit draft copies (except as noted below) of proposed additions, revisions, or deletions of District policies, procedures, or rules, regulations, and directives. The bargaining unit may, in return, offer written input on the proposals for a period of fourteen (14) days following the submission. It is understood that the District has final exclusive decision-making authority despite said input. Exceptions to the above procedure are as follows.

- a. When said additions, revisions, or deletions are to rules and regulations for the Civil Service Commission and the Commission has not provided an opportunity for input on the proposals to the Commission.
- b. When said addition, revision, or deletion is deemed an emergency by the Fire Chief.
- c. When a delay in implementation would be detrimental to the operation of the Fire District.

Past practices which exist throughout the District are not to be affected by this agreement.

ARTICLE 8 – HOURS OF WORK

Section 1. On August 1, 2024, Canby Fire shift Personnel will begin a one (1) year trial of the 48/96 work schedule (forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty.) During this trial period the Staffing Work Group will meet to discuss the progress of the trial per Article 5, Section 7. Should either party to this agreement choose to discontinue the 48/96 schedule, the parties agree to revert to any other applicable 56-hour work schedule.

Effective 07/01/2024 to 06/30/2025 all 24-hour shift personnel will receive a total of two (2) Kelly Days to be scheduled by the District. Management will schedule the Kelly Days and the Kelly Relief Pool. The Staffing Work Group will meet to develop the Staffing SOG.

Effective 07/01/2025 to 06/30/2026 all 24-hour shift personnel will receive a total of four (4) Kelly Days to be scheduled by the District. Management will establish a minimum staffing policy by 06/30/2025. The rules for minimum staffing will be updated in the Staffing SOG.

Effective 07/01/2026 to 06/30/2027 all 24-hour shift personnel will receive a total of six (6) Kelly Days to be scheduled by the District.

Section 2. Members shall have the right to “trade time”. Trade time will not result in overtime pay or other extra compensation from the District. Members are responsible to each other for any “trade time” liabilities and agree, by the act of “trading time”, that the District shall not assume any liability for such trades. When a trade is made, the member now owns and is responsible for the day he or she agreed to work. If the member cannot fulfill the trade, it will come out of the member’s vacation bank. If the member has a doctor’s note, is hospitalized, or other circumstance approved by the Fire Chief; then sick time may be used instead of vacation.

Section 3. Forty (40) hour personnel shall work a forty (40) hour workweek. It is agreed that these employees shall work regular set hours and not be assigned “flextime” hours as a normal practice. Nothing in this section shall prohibit the District from accommodating an employee’s request for “flextime” if it is mutually beneficial to the employee and the District.

Section 4. Members transferring from the fire suppression work period to the forty (40) hour work week will have their hours and benefits converted to assure the same total dollar value for a given benefit time. A reverse conversion of hours and benefits will be made for members converting from the forty (40) hour workweek to the fifty-six (56) hour workweek (note: with two (2) Kelly Days the work period is a fifty-five (55) hour work schedule, with four (4) Kelly Days the work period is a fifty-four (54) hour work schedule, and with six (6) Kelly Days the work period is a fifty-three (53) hour work schedule.) Definition: Hours credited will be divided by the maximum amount that can be earned in that category. This percentage will be taken of the maximum amount of

hours that can be earned in the new category. The forty (40) hour work week will not include Kelly Days and thereby, maintain the 1.4 calculation for conversion.

ARTICLE 9- OVERTIME

Section 1. For shift personnel, overtime will be paid in accordance with requirements established under the Fair Labor Standards Act, as amended, based on a twenty-eight (28) day pay cycle. Overtime for hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day cycle will be compensated for at the rate of time and one-half the regular rate.

With Kelly Days the regular rate will be calculated as follows:

Annual Hours w/o Kelly Days = 2912 hours
Annual Hours with 2 Kelly Days = 2864 hours
Annual Hours with 4 Kelly Days = 2816 hours
Annual Hours with 6 Kelly Days = 2768 hours

Annual Wage / Annual Hours = Regular Rate

Section 2. For forty (40) hour personnel, overtime will be calculated at the rate of time and one-half the employee's regular rate for all hours beyond their normal schedule. Overtime will be compensated in cash unless compensatory time off is mutually agreed upon by the employee and the Fire Chief. The District maintains its right to cash out compensatory time off as provided under the Fair Labor Standards Act.

Section 3. When forty (40) hour personnel are hired back to work in shift positions, the overtime rate of pay shall be at the employees shift rate (rank and step). When shift personnel are hired back to work in non-shift positions, the overtime rate of pay shall be at the employees forty (40) hour rate (rank and step).

Section 4. In the event that an employee receives a mandatory call back from off-duty, time worked shall be measured from departure from the employee's place of residence (maximum one hour travel time) and shall consist of a minimum of three (3) hours duration or pay at a rate of time and one-half unless the call back is contiguous to the employee's regular shift and provided further that call back outside of normal hours will not result in pay for hours not worked.

Section 5. Effective January 1, 2015, the District will count paid sick, holiday, and vacation leaves as "hours worked" for the purpose of calculating overtime eligibility. Any hours outside normal shifts are paid as overtime as required and approved by the District. Effective July 1, 2024, these hours will be based upon 2,864 annual hours worked with the inclusion of two (2) Kelly Days. Effective July 1, 2025, these hours will be based upon 2816 annual hours worked with the inclusion of four (4) Kelly Days. Effective July 1, 2026, these hours will be based upon 2768 annual hours worked with the inclusion of six (6) Kelly Days. Prior to Kelly Days being scheduled, hours worked annually were 2,912.

Article 10- CALL SHIFTS

Section 1. Overtime shall be distributed among personnel as per the current practice of offering it to the employee with the lowest number of hours. In the event no employee signs up for a call shift, the person with the least amount of hours will be ordered back to work.

Section 2. The rate of pay for shift personnel who work a call shift shall be time and one-half their regular rate.

ARTICLE 11 – WAGES

Section 1. Wage rates for bargaining unit members shall be as provided in Appendix A, attached hereto, and made part of this Agreement.

Section 2. Members promoted to a higher position shall not suffer a loss in total wages. They shall retain their prior rank wage, if higher, until such time as obtaining of certifications and/or time in rank, provide a higher wage.

Section 3. Acting-in-Capacity pay shall be paid to employees when working in the capacity of an Officer.

Section 4. Longevity Incentive

Employees will receive a longevity incentive as follows:

- a) Completion of 5 years of service through 10 years – 1%
- b) Completion of 10 years of service through 15 years - 2%
- c) Completion of 15 years of service through 20 years – 3.0%
- d) Completion of 20 years of service or more – 4.0%
- e) All employees who have already completed their probation with the District by the end of the Calendar Year will receive \$500.00 paid incentive as other earnings in their January 15th payroll.

Section 6. Employees who have a two-year degree in Fire Science shall receive premium equal to two percent (2%) of their monthly wage and an additional two percent (2%) pay for a four-year degree in Fire Administration, Business Administration, Fire Business, Public Administration, Physical Fitness, or General Business bachelor's degree.

Section 7. All current members of the bargaining unit who are currently employed at Canby Fire District as a certified Paramedic by the State of Oregon shall receive an incentive that totals eleven percent (11%) of their base salary. Personnel that are currently employed at Canby Fire District as a certified Oregon EMT, and that desire to be employed as an EMTP will obtain prior approval from the Fire Chief. Oregon Advanced EMT's shall receive 1 % of their base salary.

Section 8. Field Training Officer (FTO) pay will be 4% when assigned by Training Division Chief.

Section 9. Effective July 1st, 2024, the District Agrees to provide a 2% matching deferred comp savings plan. On July 1st, 2025, the District agrees to provide an additional 2% matching deferred comp savings plan for a maximum of 4% matching deferred comp savings plan. The District and Union began participating in Social Security on 7/1/2018.

Section 10. Members' employment anniversary date will be used for step increases. Contractual raises will take effect on the date agreed upon in Appendix A.

Section 11. The District will pay 1% incentive above base pay for fluent conversational Spanish when verified by the District. Verification of fluent conversational Spanish shall be made by the District.

ARTICLE 12- EDUCATION PROGRAM

Section 1. Those members wishing to further their education will be offered the following incentives: (Firefighters already meeting the previous education requirements prior to 6/30/2019 will be grandfathered into that respective education incentive). Education Incentive Pay is already included in the Officer Rank (Lieutenant & Captain) pay scale.

Section 2. Firefighters, at four years of service, shall receive an additional 5% above top firefighter, with the following classes and certificates: NFPA Firefighter II, Wildland FF type 1, NFPA Apparatus equipped with fire pump, and NFPA Aerial Operator.

Section 3. Firefighters, at seven years of service, shall receive an additional 10% above top firefighter, with the following classes and certificates: NFPA Fire Officer 1, NFPA Wildland Engine Boss, and Canby Fire AIC task book.

Section 4. The District will continue to facilitate training that will maintain listed classes and certificates to DPSST Standards as identified in Article 12 per current practice. The Employee recognizes the inherent responsibility and importance of attending training set forth by the District to maintain certifications in which the employee is receiving an incentive pay for.

Section 5. The District will continue to facilitate training required by Oregon Health Division OARs per current practice. The Employee recognizes the inherent responsibility and importance of attending training set forth by the District.

ARTICLE 13 – HOLIDAYS

Section 1. Starting July 1, 2024, the shift personnel will have the additional holiday hours of 115.95 (a rate of 8.918 hours per holiday) fully rolled into the vacation accrual rate and holidays will no longer be recognized separately. In recognition of the implementation of Kelly Days, the maximum vacation bank will be held to one (1) year of earned accruals.

Section 2. For forty (40) hour personnel, Kelly Days do not apply and therefore for the forty (40) hour personnel the following paid holidays will be observed: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day and three (3) floating holidays. Members of the bargaining unit must use their floating holiday between February 20 and December 31 of the year in which it is earned.

Should one of the aforementioned holidays fall on a Sunday, it will normally be observed on the following regularly scheduled workday. If one of the aforementioned holidays falls on a Saturday, it will normally be observed on the preceding regularly scheduled workday.

Section 3. Holidays will be figured for forty (40) hour employees at an average of 2,080 hours worked per year.

ARTICLE 14 – VACATIONS

Section 1. For shift personnel, vacations shall be earned as follows:

From hiring date through the second year – vacations shall be accumulated at the rate of 24.130 hours per month. $\times 12 \text{ months} = 289.560 / 24 \text{ Pay Periods} = \underline{12.065 \text{ hrs. per pay period.}}$

Beginning with the third (3rd) year through the fourth (4th) year – vacations shall be accumulated at the rate of 25.996 hours per month $\times 12 \text{ months} = 311.952 / 24 \text{ pay periods} = \underline{12.998 \text{ hrs. per pay period.}}$

Beginning with the fifth (5th) year through the seventh (7th) year – vacations shall be accumulated at the rate of 29.730 hours per month $\times 12 \text{ months} = 356.760 / 24 \text{ pay periods} = \underline{14.865 \text{ hrs. per pay period.}}$

Beginning with the eighth (8th) year through the tenth (10th) year – vacations shall be accumulated at the rate of 31.596 hours per month $\times 12 \text{ months} = 379.152 / 24 \text{ pay periods} = \underline{15.798 \text{ hrs. per pay period.}}$

Beginning with the eleventh (11th) year through the thirteenth (13th) year – vacations shall be accumulated at the rate of 33.463 hours per month $\times 12 \text{ months} = 401.556 / 24 \text{ pay periods} = \underline{16.732 \text{ hrs. per pay period.}}$

Beginning with the fourteenth (14th) year through the nineteenth (19th) year – vacations shall be accumulated at the rate of 35.330 hours per month $\times 12 \text{ months} = 423.960 / 24 \text{ pay periods} = \underline{17.665 \text{ hrs. per pay period.}}$

Beginning with the twentieth (20th) year through the twenty-second (22nd) year– vacations shall be accumulated at the rate of 37.196 hours per month x 12 months = 446.352 / 24 pay periods = 18.598 hrs. per pay period.

Beginning with the twenty-third (23rd) year through the twenty-fourth (24th) vacations shall be accumulated at the rate of 39.063 hours per month x 12 months = 468.756 / 24 pay periods = 19.532 hrs. per pay period.

Beginning with the twenty-fifth (25th) year and thereafter – vacations shall be accumulated at the rate of 40.930 hours per month x 12 months = 491.154 / 24 pay periods = 20.465 hours per pay period.

Section 2. For forty (40) hour employees vacation shall be earned as follows:

- a. From hiring date and through the second (2nd) year – vacations shall be accumulated at the rate of 17.235 hours per month x 12 months = 206.828 / 24 pay periods = 8.617 hours per pay period.
- b. Beginning with the third (3rd) year and through the fourth (4th) year – vacations shall be accumulated at the rate of 18.568 hours per month x 12 months = 222.822 / 24 pay periods = 9.284 hours per pay period.
- c. Beginning with the fifth (5th) year and through the seventh (7th) year – vacations shall be accumulated at the rate of 21.235 hours per month x 12 = 254.828 / 24 pay periods = 10.617 hours per pay period.
- d. Beginning with the eighth (8th) year and through the tenth (10th) year – vacations shall be accumulated at the rate of 22.568 hours per month x 12 months = 270.822 / 24 pay periods = 11.284 hours per pay period.
- e. Beginning with the eleventh (11th) year and through the thirteenth (13th) year – vacations shall be accumulated at the rate of 23.902 hours per month x 12 months = 286.825 / 24 pay periods = 11.951 hours per pay period.
- f. Beginning with the fourteenth (14th) year and through the nineteenth (19th) year – vacations shall be accumulated 25.235 hours per month x 12 months = 302.828 / 24 pay periods = 12.617 hours per pay period.
- g. Beginning with the twentieth (20th) year and through the twenty-second (22nd) year – vacations shall be accumulated at the rate of 26.568 hours per month x 12 months = 318.822 / 24 pay periods = 13.284 hours per pay period.
- h. Beginning with the twenty-third (23rd) year through the twenty-fourth (24th) – vacations shall be accumulated 27.902 hours per month x 12 months = 334.825 / 24 pay periods = 13.941 hours per pay period.

- i. Beginning with the twenty-fifth (25th) year and thereafter – vacations shall be accumulated at the rate of 29.235 hours per month x 12 months = 350.824 / 24 pay periods = 14.617 hours per pay period.
(Note: (35) 10-hour days and (43) 8-hour days)

Section 3. Vacations are accumulated semi-monthly from the individual's hire date. Minimum vacation usage is one (1) hour.

Section 4. Shift and Forty (40) hour personnel may accrue a maximum of one (1) year vacation accrual. Effective July 1, 2025, all employees vacation banks must be at or under their one (1) year maximum. All accruals above the maximum allowed will be forfeited. Employees who are within three (3) years of retirement eligibility may accrue a maximum of two (2) years vacation accrual upon notifying the District in writing of their intent to retire and provide their projected date of retirement.

Section 5. Vacation hours accrued above the stated maximum shall be forfeited unless a waiver is granted by the Chief. In that case, the vacation must be scheduled at the earliest convenient time to lower the accrued hours to less than the maximum allowable.

Section 6. If the District requires the cancellation of approved vacation because of unexpected and/or unforeseen manning needs of the District, the District shall reimburse the employee for his/her non-refundable, non-transferable costs as documented by the employee. If any portion of employee vacation is cancelled by the District, the employee shall receive full replacement vacation day to their vacation bank per each shift affected plus one shift.

Section 7. Leaves of absence without pay for a period not to exceed ninety (90) calendar days may be granted upon the approval of the Fire Chief and the employee will be offered the ability to maintain benefits.

Section 8. Effective July 1, 2024, Employees may sell back up to 120 hours of accrued vacation per calendar year. Employees will elect to receive regular pay or have this money transferred into their VEBA in the two pay periods following Thanksgiving. If an employee separates from the Fire District prior to retirement, they will be held to their one (1) year maximum for any accrual payout upon separation.

ARTICLE 15 – SICK LEAVE

Section 1. Shift employees shall accrue sick leave at the rate of sixteen (16) hours per month to a maximum of two thousand eight hundred and eighty (2880) hours.

Forty (40) hour employees shall accrue sick leave at the rate of eight (8) hours per month, through the first ten (10) years of employment. Thereafter, they shall accrue sick leave at the rate of ten (10) hours per month to a maximum of two thousand eight hundred and eighty (2880) hours.

Section 2. An employee may only use accumulated sick leave in the event of an off-the-job injury or illness or in the event of injury or illness suffered while performing part-time, irregular Fire Department related to community service activities such as CPR or EMT training, EMS exam proctoring. However, an employee who suffers an on-the-job accident or injury while in the employ of another employer while performing work other than the type referred to in the preceding sentence, shall be excluded from use of sick leave benefits, but shall be entitled to leave as provided in Section 3 below. Employees performing work for other employers covered by Oregon Worker's Compensation statutes are excluded from using sick leave benefits. The District reserves the right to require that any person off work due to an illness or injury while in the employ of another employer be medically cleared by a physician approved by the District prior to being allowed to return to work. The cost of obtaining such a clearance shall be the responsibility of the District.

An employee that becomes ill or injured while rendering emergency assistance to persons while off-duty in the role of 'Good Samaritan' or during service following a natural disaster will submit documentation to the District to be considered a work-related injury or illness. Employees must notify the Fire Chief within 24 hours unless extenuating circumstances occur.

Section 3. An employee who suffers an on-the-job accident or injury while in the employ of another employer must first utilize accrued vacation and holiday pay during recuperating time off. If more time is necessary, the District may grant up to an additional ninety (90) days of unpaid leave. Unpaid leave in excess of ninety (90) days may be granted with District approval. An employee off on such unpaid leave shall be guaranteed his/her same job back with no loss of seniority.

Section 4. In the event of an on-the-job injury or job-related illness, which forces an employee off the job, the District will pay the employee's regular monthly wages with no deduction in the employee's sick leave accumulation. The employee will give to the District all the checks received for wages from the District's Accident Insurance Carrier. This condition will be effective on the date of the employee's injury or illness and will continue until the employee either returns to work, or is put on permanent disability by the State, but in either case, will not exceed a period of twelve (12) months.

Section 5. The District agrees to participate in the Oregon Public Employees Retirement System's unused sick leave program. Under this program, the District will report to PERS, at the time of an employee's retirement, the number of unused PERS sick leave hours in said employee's accrual bank.

Section 6. When sick leave is taken to care for a dependent the District expects that other care arrangements will be made as soon as possible. In circumstances where the leave will extend beyond one workday, the employee shall notify the Fire Chief of the need for any additional sick leave usage. During extended leaves of more than 3 days (72 hours for shift employees and 30 hours for 40-hour employees) the employee may be required to present documentation from a Physician demonstrating the necessity for care. Nothing in this section shall prohibit the employee from using vacation time or PTO leave to care for a dependent.

ARTICLE 16 – COMPASSIONATE LEAVE

Section 1. For shift employees, compassionate leave shall be allowed as follows:

Two shifts leave for the death of: Mother-in-law, Father-in-law, Grandchild, Son-in-law, Daughter-in-law, Mother, Father, Stepparent, Sister, Brother, Grandparent, or Step-grandparent.

Five shifts leave for the death of: Spouse, Child, or Stepchild.

For forty (40) hour employees, compassionate leave shall be allowed as follows:

Up to eight (8) days leave with pay for the death of: Mother-in-law, Father-in-law, Grandchild, Son-in-law, Daughter-in-law, Mother, Father, Stepparent, Sister, Brother, Grandparent, or Step-grandparent.

Up to ten (10) days compassionate leave for the death of: Spouse, Child or Stepchild.

Section 2. Such time off shall be granted with no reduction in pay, sick, or vacation time.

Section 3. Additional time may be granted by the Chief upon approval of written request by the employee, including time off for individuals not on the qualified relatives list as approved by the Fire Chief.

ARTICLE 17 – HEALTH AND WELFARE

Section 1. The District agrees to make available to eligible employees and their eligible dependents medical-hospital, dental and vision coverage. The District will pay 95% of the required premiums. The employee will pay 5% of the required premiums. The intent is to keep a collaborative Labor and Management Committee.

Section 2. HRA/VEBA Accounts will be funded by July 31st, of each calendar year, to the appropriate level, for deductibles.

The District will make HRA/VEBA contributions on behalf of the employees. Contributions shall be as follows: Employee + Family \$1,750.00; Employee + Spouse \$1,250.00; Employee only \$750.00.

Section 3. With regards to Health, Dental, and Vision coverage, both parties agree to meet on an annual basis to discuss insurance coverage.

Section 4. The District shall have the sole right to select the carrier(s) of such plan(s). However, in the event of a change of carriers, coverage shall remain substantially equal to the preceding plan.

Section 6. In the event of a “on the clock” or job-related death, the District will continue medical-hospital, dental, vision coverage, and HRA/VEBA contributions for dependents of employees, for 12 months. Additional HRA/ VEBA contributions shall be prorated in the event the 12-month period carries-over from one calendar year to the next.

A member’s family will be provided the ability to remain members of the District’s medical, dental, vision coverage until eligibility is exhausted (family change or age of dependent children).

Section 7. Immediately upon receipt of notice of jury duty, the employee shall notify the Fire Chief. The employee shall be required to transfer any compensation received to the District for such jury duty time that he/she receives their regular rate of pay from the District.

Employees who are subpoenaed to appear in court during off duty hours for work related matters will immediately notify their supervisor and be compensated for time spent in court through normal payroll practices.

Section 8. All safety committee recommendations involving the District will be in writing and copies will be furnished to the Union and Fire Chief.

Section 9. Shift employees may be granted five (5) shifts off sick leave and 40-hour employees may be granted eighty (80) hours off sick leave following the birth or adoption of a child.

Section 10. Upon request to the Fire Chief, the District shall provide documentation to the Shop Steward confirming transfer of funds to Payroll, HRA/VEBA, Life Insurance, PERS, Union Dues, House Dues, Deferred Compensation, Child Support Payments, Long Term Disability, Health and Dental Insurance, Federal, State, and Medicare Taxes, and Social Security Taxes. The District reserves the right to recover the costs of the research associated with additional requests by the union beyond four requests per year.

Section 11. Employees shall submit documentation to the District in the event of an off duty occupational exposure or injury while rendering emergency aid related to job duties.

Section 12. Medical Expense Reimbursement Plan (MERP). The District agrees to the enrollment of all Canby Fire District bargaining unit members into the IAFF MERP program effective July 1, 2023. The District will contribute \$75.00 per month into the MERP program for each enrolled member.

Section 13. Paid Leave Oregon. The District agrees to contribute the mandatory 1% per gross pay toward the Paid Leave Oregon fund on behalf of each employee.

ARTICLE 18 – LIFE and DISABILITY INSURANCE

Section 1. Life insurance will be provided by the District for each employee as follows:

One Hundred Thousand dollars (\$100,000) of Basic Life coverage and One Hundred Thousand dollars (\$100,000) of Accidental Death and Dismemberment coverage.

Section 2. The District agrees to provide employees with Long Term Disability coverage. Long Term Disability (LTD) is defined as that of an off or on duty illness, accident, or injury that prevents the employee from returning to work and lasts longer than 90 days. Employees with accrued leave (Vacation, Sick, or Compensatory) available to them may use whatever portion of their remaining leave to make up the difference between their normal pay and their LTD payments. However, at no time shall the sum of any combination of payments (LTD, Worker's comp, or accrued leave) exceed 100% of the employee's regular salary.

ARTICLE 19– RETIREMENT

Section 1. The District agrees to continue its participation as a member of the Public Employees Retirement System (PERS) of the State of Oregon for employees eligible to participate in PERS, or the Oregon Public Service Retirement Plan (OPSRP) for employees eligible for OPSRP. The District agrees to pick up the employee's contribution, and pay the employer's share, as provided under applicable law. If any part of this provision is held to be invalid for any reason by a court or administrative body having competent jurisdiction, or applicable law is revised during the term of the agreement, the remaining provisions shall continue to be valid and in full force and effect.

ARTICLE 20 – REQUIRED UNIFORM

Section 1. The District shall furnish uniforms, protective clothing and protective devices required of employees in the performance of their duties, without cost to the employees.

Section 2. The District agrees to furnish approved uniform footwear as required. Employees who wish to wear alternate footwear must provide the footwear at their own expense. All employees provided footwear must meet the minimum standards as established by the District. Nothing in this section prohibits the District from furnishing footwear on a case-by-case basis to reasonably accommodate an employee's medical need. Direct reimbursement up to \$350 per employee every 2 years will be made for District approved uniform footwear.

ARTICLE 21 - SENORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the District beginning with his/ her date of hire. If individuals have the same hire date, the one with the higher score on the candidate list shall have higher seniority. Time in service as a volunteer, student, or intern shall not be counted toward seniority.

As used in this agreement, "continuous service" includes all authorized leaves of absence and does not include an employee's layoff longer than sixty (60) months.

At no time will a promotional test be used to determine seniority for the purpose of reduction in force.

Only when a promotion to a position is regular will Seniority be recognized to that job classification. Temporary appointments to fill positions due to sickness, injury, etcetera, will not be recognized as seniority.

ARTICLE 22 – REDUCTION IN FORCE

Section 1. Reduction:

In the event of a reduction in force, members will be laid off in the opposite order to their length of service within job classification. Temporary employees will be laid off first. New hire probationary employees within the job classification(s) affected by the layoff will be laid off second. In the event a regular, non-probationary employee must be laid off, employees shall have seniority rights over an employee in a lower classification. The least senior employee within the job classification, who would otherwise be laid off, may bump a less senior employee in another job classification, subject to the following conditions:

1. They must be a full-time employee who has worked in the position they are seeking to bump into for at least twelve (12) months.
2. Their performance at the conclusion of their time occupying that classification that they are returning to was satisfactory as determined by their performance review on file; and
3. They have the current minimum qualifications for the position.

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

In the event of layoffs, the District will make available medical and dental insurance as required by law.

Full-time employees who are laid off shall receive at least two (2) weeks' notice of termination of employment or two (2) weeks' pay in lieu thereof, plus any earned vacation pay.

Section 2. Recalls:

Laid off employees will be recalled to employment within their job classification in inverse order of layoff, provided they have the required certifications for the position and have been approved by the District's Occupational Health Physician, if applicable. No new employees may be hired in a job classification affected by the layoff until all eligible laid off employees within that job classification have been given the opportunity to return to work. Employee recalled will be notified of return to work offer by certified mail, last contact number, and email.

Section 3. Every effort shall be made to fill new and current bargaining unit positions within the District.

Section 4. Loss of Seniority:

An employee shall lose all seniority credits and employment shall be severed in the event of:

1. Voluntary resignation.
2. Discharge of regular employees for "just cause" and probationary employees are at the discretion of the District.
3. Employee fails to respond to recall of work for more than 30 days.
4. Continuous absence from work due to layoff for 60 months.

Section 5. Probationary Periods:

New employees hired into the bargaining unit shall serve a probationary period of twelve (12) months.

Additionally, when an employee is promoted to a higher classification, that employee shall serve a probationary period of twelve (12) months in the new classification. In the event the District determines that the employee is not performing the duties of the promoted position to its satisfaction, the employee may be returned to the previously assigned position or the probationary period may be extended. Nothing in this section shall prohibit the extension of the probationary period for both new employees and promotional probation employees.

ARTICLE 23- DISCIPLINE

Section 1. On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the taxpayer's impression of the District government. Employee safety, public safety, productivity, and morale are dependent upon employee conduct.

The purpose of disciplinary action is not to punish or get rid of problem employees, but to improve the performance, efficiency, and morale of the Fire District, and to prevent re-occurrence of the same or similar violations. Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance. If a supervisor has reason to discipline an employee, he/she shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public.

In order to provide a fair method of correction, and when necessary, disciplining employees, the District will use progressive discipline procedures where appropriate in a given situation.

Section 2. Discipline may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination, or poor job performance. The severity of the disciplinary action generally depends on the nature of the offense and the employee's work record and may range from verbal counseling to discharge.

Progressive discipline for infractions includes, but is not limited to:

- a. Verbal counseling;
- b. Written counseling or warning;
- c. Suspension;
- d. Demotion; and
- e. Discharge.

Any or all of these steps may be utilized, depending upon the individual circumstances and the nature of the infraction. Exception or deviations from the normal procedure may occur whenever the District deems it appropriate, case by case.

Section 3. Application of Progressive Discipline

1. For performance deficiencies and minor matters, employees will normally be verbally counseled. A supervisor may or may not choose to make counseling or the imposition of verbal warning part of the employee's personnel file by documenting what was said into a memo. If no other deficiency occurs during the next twenty-four (24) months, the employee may request the warning be removed from the personnel file.
2. In the event of two or more performance problems or more serious violation of a District policy or rule, a written warning may be issued.

- a. The warning should be signed and dated by the employee. An employee who disagrees with the facts in the warning may submit a written response. It will be placed in the personnel file with the warning.
 - b. A written warning need not pertain to the same or similar matter (issue).
 - c. In addition to a written warning, the Fire Chief may also suspend an employee without pay for a period of up to thirty (30) calendar days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the Fire Chief will meet with and afford the employee an opportunity to respond.
 - d. The District may demote employees. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he/she has received a copy of it and may file a rebuttal statement.
3. Discharge may result if the employee violates District policy, commits serious misconduct, or fails to improve the level of performance. However, this statement does not limit the District's right to end the employment relationship. Bargaining Unit employees may only be discharged for just cause.
4. An employee should not be reinstated or otherwise relieved of misconduct if doing so would be contrary to public policy. In determining if reinstatement or other action would be contrary to public policy, the District will look at public policy requirements as clearly defined in statutes or judicial decisions, including but not limited to policies respecting the sexual harassment or sexual misconduct, unjustified or egregious use of physical or deadly force and serious criminal misconduct, related to work. Some misconduct is so egregious that no employee can reasonably rely on past treatment for similar offenses as justification or defense as justification or defense to discharge or other discipline.

Section 4. Discharge Procedure

Pre-Discharge Conference. If the Fire Chief determines there is cause for serious discipline up to discharge of an employee, the Fire chief shall notify the employee of the specific reasons and that a suspension without pay, demotion, and/or discharge is being considered. Additionally, the Shop Steward will be notified of the circumstances and the possibility of discipline. The employee and the Shop Steward shall be provided with the facts upon which the contemplated disciplinary actions would be based. The Fire Chief shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an opportunity to refute the charges and explain the facts and circumstances, the employee may be suspended without pay. During such times, an employee may be put on administrative leave with payout at any time. If a pre-discharge conference is to be held, it will be scheduled and held 3 days after notice of action has been given. The employee will be given adequate time to develop a response and to seek necessary outside assistance as the employee feels necessary. The time limits may be varied by the District to meet individual needs.

The Fire Chief will conduct the conference and decide whether or impose discharge or a lesser degree of discipline, or no discipline as appropriate.

ARTICLE 24- GRIEVANCE PROCEDURE

“For the purposes of this Agreement, a grievance is defined as any dispute about the application, or interpretation of any one or more provisions of this Agreement.

Section 1. The process for the filing of grievances shall be as follows:

A. Step 1. Within fifteen (15) calendar days after becoming aware, or of the date the employee reasonably should have become aware of the alleged violation, the employee(s) affected and/or the Union representative shall present the grievance in writing to the Fire Chief. The grievance should list the Article violated, the date it occurred, the remedy sought, and general facts related to the claims presented. A meeting shall thereafter be held between the Fire Chief and the employee(s) affected and the Union representative (if requested by the employee(s)). The Fire Chief shall provide a written decision within seven (7) calendar days of the meeting.

B. Step 2. If unsatisfied with the decision of the Fire Chief, the written grievance shall be filed with the District’s Board of Directors within ten (10) calendar days of the Fire Chief’s written decision or inaction. A meeting shall thereafter be held between the District’s Board of Directors and the employee(s) affected and the Union representative (if requested by the employee(s)). The District’s Board of Directors will provide a written decision within ten (10) calendar days of the meeting.

C. Step 3. If unsatisfied with the decision of the District’s Board of Directors, the grievance shall be appealed by the Union to arbitration within ten (10) calendar days of the District’s Board of Directors’ written decision or inaction with a request to the Employment Relations Board (ERB) for a list of five (5) qualified arbitrators residing within the states of Oregon or Washington. The arbitrator shall be selected by a process of elimination; the first strike shall be determined by coin flip. The decision of the arbitrator shall be final and binding on the parties, subject to applicable provisions of the PECBA. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision. The cost of the arbitrator shall be borne equally by the District and the Union, and each party shall bear the cost of presenting its own case.

Section 2. Any grievance or dispute where the rules of the Civil Service Commission apply to a disciplinary action may be appealed in accordance with such rules, or may be appealed to arbitration through Section 1, Step 3 of the grievance procedure above, but under no circumstances shall both appeal routes be pursued for the same matter.

Section 3. Any grievance which has not been presented under the grievance procedure within the initial time frame for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified above, shall be considered to be resolved and not subject to further appeal. The

parties may mutually agree to extend time frames provided in this Article before they have expired.

ARTICLE 25– PERSONNEL RECORDS

Section 1. No material shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material and given an opportunity to offer, in writing, a letter of refute to be attached to said material. Any employee may also have the right of reproduction of their personnel file in full or in part, at their own cost. No portion of any employee file shall be transmitted without the explicit consent and request of the employee.

ARTICLE 26– RETURN FROM RETIREMENT

Section 1. An employee who is eligible for full retirement under the applicable laws and rules governing the Oregon Public employee Retirement system, (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and who elects to voluntarily retire from the District and begins to collecting retirement benefits through PERS, or OPSRP may request return to employment with the District subject to terms in this section.

The workback employee must sign and return to the District the agreed upon post-retirement contract. (PRC) The terms and conditions for the workback employees must be made six (6) months in advance of the employee's retirement date. The workback period shall be approved by the Fire Chief. The workback period shall be allowed up to forty-eight (48) months and may be terminated by the sole discretion of the Fire Chief. The employees will be offered a single contract based on their advance notice to the District and will only be available immediately after retirement.

- A. Workback employees will submit a written request six (6) months prior to the retirement date.
- B. Workback employees will be included in the union per existing contract requirements.
- C. Employees on workback shall be governed by all District SOG's and rules.
- D. Employees requesting workback must meet the following criteria to be eligible for PRC.
 - a. No corrective action plan, written reprimand, or disciplinary action in the prior two (2) years.
- E. Workback employees will be eligible to participate in the health trust. The District will contribute per the union contract for the duration of the workback agreement.
- F. In no event will the workback employee be paid a higher base rate of pay than a bargaining unit member of the same rank and step.
- G. Workback employees will be awarded eight (8) days of sick leave and (21) days of admin leave to be utilized each year throughout the duration of the workback period. Upon the employees' workback anniversary, any remaining leave will be eliminated and the next year's workback leave will be awarded. There will be no payout of any remaining leave at the end of the workback period.

ARTICLE 27 – SAVINGS CLAUSE

Section 1. Should any Article, Section or portions of the Agreement be held to be unlawful and unenforceable by any court of competent jurisdiction or by law or administrative ruling, such action shall apply only to the specific article, section or portion thereof directly specified in said decision, law or ruling. Upon request by either party, the parties shall enter into immediate collective bargaining negotiations to attempt to arrive at a mutually satisfactory replacement for such article, section or portion of this Agreement.

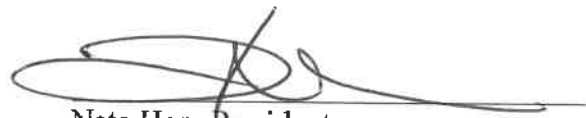
ARTICLE 28- DRUG & ALCOHOL TESTING

Section 1. The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affect job performance constitutes a serious threat to the health and safety of the public, to the safety of fellow workers, and to the efficiency of operations. The parties therefore agree that drug and alcohol testing will be included in this agreement. Appendix B attached.

ARTICLE 29 – DURATION AND TERMINATION

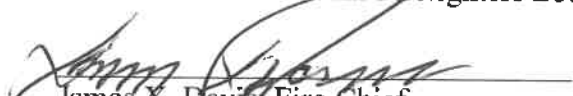
Section 1. This Agreement shall be effective July 1, 2024, and shall remain in full force and effect through June 30, 2027. It shall remain in full force and effect from year to year thereafter unless either party shall serve written notice upon the other no later than February 1, of a desire to open the Agreement for modification. After ratification, this Agreement shall not be modified in whole or in part by the parties except by mutual agreement, in writing, by both parties. This Agreement shall remain in full force and effect during the period of negotiations.

This Agreement entered by the Board of Directors of Canby Rural Fire Protection District No. 62 and Local # 1159, International Association of Firefighters, AFL-CIO



Nate Hon, President
Clackamas Professional Firefighters Local 1159

5/30/2024
Date



James K. Davis, Fire Chief
Canby Fire District

7/1/2024
Date



Ron Swor, Board President
Canby Fire District

6/26/24
Date

Appendix A

Effective July 1, 2024, all members of IAFF Local 1159 will receive a wage increase equal to 2% of the base rate of pay for each covered position. Normal adjustments (step raises, educational adjustments, etc.) shall be included before establishing the new rates. Effective July 1, 2025, all members of IAFF Local 1159 will receive a wage increase equal to 2% of the base rate of pay for each covered position. Normal adjustments (step raises, educational adjustments, etc.) shall be included before establishing the new rates. Effective July 1, 2026, all members of IAFF Local 1159 will receive a wage increase equal to 2% of the base rate of pay for each covered position.

7/1/2024		2.00%			
Position	Start	6 month	1 year	2 year	3 year
Firefighter	5913.91	6148.86	6550.30	6972.08	7399.45
Lieutenant	7074.12	7366.78	7881.26	8423.67	8973.68
Captain	7781.53	8103.45	8669.39	9266.04	9871.05
FF to LT	1.20	1.20	1.20	1.21	1.21
LT to CPT	1.10	1.10	1.10	1.10	1.10

7/1/2025		2.00%			
Position	Start	6 month	1 year	2 year	3 year
Firefighter	6032.19	6271.83	6681.30	7111.52	7547.44
Lieutenant	7215.60	7514.11	8038.89	8592.14	9153.16
Captain	7937.16	8265.52	8842.78	9451.36	10068.47
FF to LT	1.20	1.20	1.20	1.21	1.21
LT to CPT	1.10	1.10	1.10	1.10	1.10

7/1/2026		2.00%			
Position	Start	6 month	1 year	2 year	3 year
Firefighter	6152.83	6397.27	6814.93	7253.75	7698.38
Lieutenant	7359.91	7664.39	8199.67	8763.99	9336.22
Captain	8095.90	8430.83	9019.63	9640.38	10269.84
FF to LT	1.20	1.20	1.20	1.21	1.21
LT to CPT	1.10	1.10	1.10	1.10	1.10

LABOR AGREEMENT - APPENDIX B
CANBY FIRE DISTRICT
STANDARD OPERATING GUIDELINE
NUMBER 8.24

ORIGINATED AND APPROVED: 07-01-24
LAST REVISED: XX-XX-XX

SUBJECT: DRUG AND ALCOHOL-FREE WORKPLACE - BARGAINING UNIT
PERSONNEL

PURPOSE:

- I. To define the terms and conditions of Canby Fire District's drug and alcohol-free workplace policy for bargaining unit personnel.
- II. Ensure a safe working environment for all employees and promote the high level of performance standards demanded by the public.
- III. Encourage the voluntary admission of chemical and/or alcohol dependency and place a strong emphasis on rehabilitation.
- IV. Inform employees of expectations and prohibitions and to emphasize the assistance available for chemical and/or alcohol dependency.
- V. Define the standards and procedures of the District and the Union regarding substance abuse and drug and alcohol testing in the workplace.
- VI. Ensure all District actions involving drug related testing or corrective action are defensible and in compliance with applicable state and federal laws regarding drug and alcohol dependency, testing and discipline.
- VII. Prescribe appropriate corrective action when rehabilitation efforts are unsuccessful.

POLICY:

- I. For bargaining unit employees, this document is authorized by Article 29 and included in Appendix C, Drug and Alcohol Testing, of the collective bargaining agreement and constitutes a jointly formulated policy on the topic of drug and alcohol testing.
- II. This policy is intended to be in compliance with the Drug-Free Workplace Act of 1988. In the event of a conflict between the provisions of this policy and the Act, the provisions of the Act will prevail. Information regarding the Drug-Free Workplace Act is available from the Organizational Health Division.
- III. This policy applies to all bargaining unit members of Local 1159. The policy addresses the topic of assistance available for employees seeking help with chemical and/or alcohol

dependency. It also addresses specific procedures to be utilized when available evidence indicates drug or alcohol testing is called for.

AUTHORITY AND RESPONSIBILITY: Each employee is responsible for their own fitness for duty. Each employee is responsible for reporting any observed behaviors or known conditions of fellow employees to an appropriate supervisor, if those behaviors or conditions may render a fellow employee unfit for duty. Any supervisor who becomes aware that an employee may be unfit for duty will use this policy to ensure the employee in question is removed from their work assignment or prevented from returning to their work assignment until such time the employee's fitness for duty can be verified under the terms of this policy. The Organizational Health Division and the Occupational Health & Wellness Department are responsible for managing employee compliance with procedures outlined in this policy.

PROCEDURE

I. BACKGROUND

Drug and alcohol abuse affects job performance and constitutes a serious threat to the health and safety of the public, the safety of fellow workers, and the efficiency of operations. It is the responsibility of all personnel to work diligently to ensure a drug-free workplace.

- A. The District and the Union encourage the voluntary admission of chemical and/or alcohol dependency and place a strong emphasis on rehabilitation as opposed to punitive action. For this reason, any bargaining unit employee of the District has the opportunity to request treatment for chemical and/or alcohol dependency without threat of punishment, if such request is received prior to disciplinary action being taken as a result of the violation of this policy. Further, the degree of any future corrective action for violation of this policy will be based upon the level of cooperation of the employee.
- B. Formal actions to correct suspected substance abuse must be in accordance with this policy, the collective bargaining agreement between the District and the Union, and state and federal law. The District acknowledges the sensitive nature of chemical and/or alcohol dependency and will ensure all information will be kept in a confidential manner. An employee participating in any rehabilitation process as a result of action by the Board of Review must sign a consent form for Drug and Alcohol Testing stating that necessary information will be released to the director of organizational health. The treatment agency will provide information only in regard to the treatment progress. The chair of the Board of Review will then release the information to the individual charged with taking further action.
- C. This policy addresses post offer/pre-employment drug and alcohol testing and the action to be taken for suspected substance abuse.

II. BOARD OF REVIEW

- A. The Board of Review (the Board) consists of two Union representatives appointed by the Local 1159 President and two management representatives appointed by the Fire Chief. The Fire Chief and Local 1159 President may replace current members or fill vacancies for their respective representatives.
- B. A chair will be elected on an annual basis and will alternate between management and labor each year. Management will chair in even numbered years and labor will chair in odd numbered years.
- C. The Board is responsible for:
 - 1. Reviewing all testing procedures annually to determine the tests used are in compliance with current law and standards of practice as defined by ORS 438.435 and OAR 333-24-305 and any other applicable statutes and administrative rules.
 - 2. Annually reviewing the thresholds, standards, and the most recent drug testing developments to determine if they are in accordance with best practices and current practices for drug testing.
 - 3. Examining the evidence surrounding any incident where testing has been requested and determine whether the decision to test was based upon reasonable suspicion, and whether the results of the test will be released to the chair of the Board.

The final decision of the Board will be made by secret ballot with a majority required to authorize the release of test results. The decision of the Board will be made within 24 hours from the time the sealed test results are received by the District. Further action will then be taken in accordance with the terms of this policy.

- D. For the purpose of this policy, a quorum will be defined as at least three Board members or alternates and must include at least one management representative and one Union representative.

In order to ensure a quorum can be achieved within the appropriate timeline, one alternate may be selected for Board members from the District and one from the Union.
- E. At the first meeting of the Board, the Board will state the rules of procedure for its meetings. Those rules will include, but are not limited to, who may appear before the Board, who may ask questions and call witnesses, and who will preside.

III. DEFINITIONS: For the purpose of this policy, the following definitions apply:

- A. Controlled Substance: All forms of narcotics, depressants, stimulants, hallucinogens, and marijuana, whose sale, purchase, transfer, use or possession or manufacture is prohibited or restricted by the Oregon Revised Statutes or the U.S. Code.
- B. Drugs: Any controlled substance or non-prescriptive medication or alcohol.
- C. Drug Test: A breathalyzer test and a urinalysis test are two types of tests used for the purpose of determining whether alcohol or drugs are in the person's system.
- D. Last Chance Agreement: An agreement in lieu of termination between the District and employee who has violated the provisions of this drug and alcohol-free workplace policy, which specifies the conditions to which the employee must adhere in order to remain employed.
- E. On Duty: The period of time during which an employee is engaged in activities that are compensable as work performed on behalf of the District.
- F. Under the Influence: The District contracts with an external vendor to conduct testing to determine whether an employee is under the influence of drugs or alcohol. The minimal level of testing will include a DOT look-alike test and may include additional substances. An employee will be deemed to be under the influence when testing indicates controlled substances or alcohol are present in the urine or by breathalyzer (both tests to be undertaken when reasonable suspicion is cited) that exceed the federally established thresholds, which can be found through the US Department of Transportation, Rule 49 CFR Part 40 Section 40.87 (<https://www.transportation.gov/odapc/part40/40-87>).
 - 1. The Union will be consulted for approval prior to testing for drugs not on this list.
 - 2. The thresholds are subject to change at any time, based on changes to the Department of Transportation thresholds as provided in Rule 49 CFR Part 40 Section 40.87 referenced above.

IV. PROHIBITED CONDUCT

- A. It is the policy of the District that buying, selling, transporting, possessing, using, manufacturing, being under the influence of, or consuming non-prescribed controlled substances is prohibited on all property or designated areas used by the District. Further, consumption of alcohol and possession or transport of open containers of alcohol is likewise prohibited on all property or designated areas used by the District. Property or designated areas include emergency scene response areas, buildings (either in or outside), and District vehicles.

- B. Use of or being under the influence of alcohol or controlled substances including narcotics, sedatives, stimulants, and other controlled substances and mood-altering substances, and abuse of prescribed medications on duty or while operating District equipment or vehicles is prohibited and will subject an employee to corrective action as set forth in this policy.
 - C. The only exceptions to the prohibited conduct listed in IV.A. and IV.B. are possessing or consuming alcoholic beverages by off duty personnel at those District sponsored events where alcoholic beverages are served on a non-hosted basis as refreshments. Such events could include a holiday party or annual picnic.
- V. TESTING: POST-OFFER/PRE-EMPLOYMENT (SAFETY-SENSITIVE POSITIONS ONLY)
- A. Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo urine drug testing as a condition of employment. Applicants will be notified of the testing requirement during the application process.
 - B. A verified negative result is required prior to performing any safety-sensitive functions and is a condition of employment. If the test is cancelled, the applicant must re-take the test and pass before being hired.
 - C. Failure to pass or refusing to undergo drug testing will result in the disqualification of the applicant. Applicants who fail to pass the drug screen will not be allowed to reapply for any position within the District.
- VI. TESTING: EMPLOYEES TRANSFERRING TO A SAFETY-SENSITIVE POSITION
- Current District employees transferring from a position that is not designated as safety-sensitive into a safety-sensitive position will not be allowed to perform safety-sensitive duties until the employee takes a pre-employment drug test with a verified negative result.
- VII. TESTING: REASONABLE SUSPICION
- A. Reasonable suspicion is a belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or the employee's ability to perform their job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, a pattern of conduct, or being involved in a vehicle or apparatus accident that results in physical injury, property damage, or citation for a moving violation.

1. Every accident, whether or not it involves a vehicle or apparatus, constitutes reasonable suspicion for an investigation of all the circumstances and of the possible impairment of any employee involved in the accident. This investigation should occur as soon as possible after the accident. The investigation is automatic; however, it is just an investigation. No one subject to such an investigation is being “accused” of impairment.
 2. An accident, whether or not it involves a vehicle or apparatus, will not by itself be automatic grounds for a drug and alcohol test. It will be automatic grounds for the investigation outlined in the paragraph above.
 3. These rules apply whether the accident is a personal injury or property damage type of accident and apply to all individuals with any significant involvement in the accident.
 4. Whenever a supervisor prepares a Damage Report with respect to an accident, they should indicate on the report whether or not drugs or alcohol were suspected, the details of the investigation, and the results of the investigation. The Damage Report and Investigation Report will reflect the investigation.
 5. Decisions to send an employee for testing will be made based on all facts and on a commonsense basis. Minor or unavoidable accidents or injury will normally not be cause for a post-accident test. Only employees who are directly involved in causing or not preventing the accident will normally be tested after an accident.
 6. Whenever an employee is sent to be tested for drugs or alcohol, the employee is not being “formally accused” of being under the influence. Sending employees for testing is merely an essential part of the drug and alcohol-free workplace policy, as negotiated between the District and the Union, and is part of a safety program designed to protect employees and property in our operation.
- B. Testing will be requested by a supervisor, chief officer, or designated management employee in those instances where an employee and/or any supervisor feels reasonable suspicion exists. In the event the immediate supervisor is the person suspected of substance abuse, the employee will go to the next level in the chain of command.
- Such requests to test will be made in the presence of the employee and a Union representative (should the employee request Union representation). An employee will not rely on this provision to defeat the purpose of the test.
- C. The District will pay all the cost of collection and testing.

- D. An employee who has been requested to submit to urinalysis and/or breathalyzer testing will be placed on administrative leave with pay pending the final decision of the Board. The employee should not have anything to eat or drink before the test. The employee is not allowed to drive their vehicle after a test and the designated management employee will assist in coordinating other arrangements to transport the employee home.
- E. When testing is called for as stated above, the employee will immediately be taken by a supervisor, chief officer, or designated management employee to a testing laboratory as specified by the Board, where a urinalysis and breathalyzer test will be undertaken. If the employee so requests, they may also be accompanied to the testing laboratory by a Union representative.
- F. The laboratories are pre-selected by the Board and have been licensed by the Oregon State Department of Health in compliance with ORS 438.435 and OAR 333-24-305 through 350.
- G. Employees who submit to a urinalysis and breathalyzer test will be asked to sign a consent form.

Breathalyzer Test	Urinalysis-Screening Test
Under no circumstances will the transporting employee (usually a designated management employee) be in a position to observe the test due to the immediacy of the result.	<p>Performed using the Enzyme Immunoassay (EIA) method or current standard prescribed by the Oregon State Health Division.</p> <p>Any positive results on the individual urinalysis screening test will be confirmed through a second, more elaborate test as prescribed by the Oregon State Health Division.</p>
The test result will be known to the employee who will be provided the result in a sealed envelope. The employee will give the envelope (which will remain sealed) to the transporting employee (usually a designated management employee) who will deliver it to the director of organizational health as soon as possible.	<p>The collected sample will be immediately subjected to the proper panel of tests, as designated by the Board, which take time to process.</p> <p>The results of the test(s) will be mailed, in a sealed envelope, to the director of organizational health.</p>
Results will be held by the director of organizational health until the Board can be convened to make its determination as to whether the request to test was based upon reasonable suspicion. The decision of the Board will be based upon a review of all facts and circumstances leading up to the decision to test.	

- H. If the Board determines the test was based upon reasonable suspicion, the envelope will be opened and a recommendation for further action will be made by the Board based upon the results of the test. If the Board determines the request to test was not based upon reasonable suspicion, the envelope will be destroyed in the presence of no less than two Board members, one of which must be a Union representative and one a management representative.
- I. The District and the Union understand results of any test must be made available to the individual being tested, and nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.

VIII. REFUSAL TO TEST

In any instance where testing has been authorized, refusal by an employee to take the test will result in a suspension without pay of two calendar weeks from the date of refusal, subject to a decision of the Board on the sole issue of whether reasonable suspicion to test existed. The employee may not utilize paid accruals for the leave without pay. The severity of the penalty is to assure individuals have an incentive to enter the counseling and rehabilitation program as defined by this policy. In the event of a second occurrence where testing has been authorized and the employee refuses, the District will determine the appropriate level of progressive discipline up to and including termination.

IX. TEST SAMPLES AND RETESTING

- A. All samples that have been collected and tested will be frozen and stored for 30 days at the testing laboratory for the purpose of a retest should one be required. Positive samples will be stored longer upon request of the District, the Union, or the employee being tested. Positive samples will be stored for longer than 30 days upon written request to the laboratory by the concerned party. Such requests will be made prior to the expiration of the 30-day period.
- B. If the results of the second urinalysis test are positive, the employee may request a third verifying test on a sample taken from the frozen specimen.
- C. The cost of a third, verifying test, if requested by the employee will be paid by the District if the results of it are negative.

X. REHABILITATION AND TREATMENT

- A. It is the intent of the District and the Union to assist the employee in overcoming any chemical and/or dependency. Therefore, when a positive test indicates the presence of controlled substances or alcohol in the body, or when reasonable suspicion exists that an employee is violating the conditions of this policy, the District may require the employee to receive immediate counseling from the District's Employee Assistance Program.

- B. Payment for long term in-house treatment or any other treatment programs will be covered subject to the terms of the insurance benefit program in effect at the time.
- C. Organizational Health Division staff will work with the employee regarding their leave of absence options in accordance with applicable leave of absence policies. Donated leave is available and offered at the appropriate time for individual circumstances.

XI. RETURN TO WORK AND LAST CHANCE AGREEMENT

- A. Emergency Medical Service Providers are responsible for “reportable actions” under OAR 333-265-0160. Reportable actions include admission to a drug or alcohol treatment program.
- B. Employees who successfully complete treatment or who are participating in an outpatient treatment program will be returned to their former position.
- C. The employee will submit a signed release form as outlined in I.B. and will sign a Last Chance Agreement. The Last Chance Agreement will have a term of two years during which time the employee's continued employment is contingent upon compliance with the stated terms and conditions of the Last Chance Agreement. *An employee who violates any of the terms of the Last Chance Agreement will be terminated.*
- D. Employees who have signed a Last Chance Agreement are subject to random breathalyzer tests and urinalysis at any time during the term of the agreement at the discretion of the director of organizational health. Results of said test(s) will be communicated to the chair of the Board or a designated Board member as soon as possible. In the instance where evidence of substance abuse causes the immediate supervisor to question whether the employee can safely perform their job, the employee will be placed on paid administrative leave pending the outcome of the urinalysis and breathalyzer test.
- E. Employees who have signed a Last Chance Agreement are subject to search for their person, personal vehicle, or locker at any time during the term of the agreement at the discretion of the director of organizational health. Search of personal vehicles will be limited to those instances when the vehicles are on District premises or used by the individual to conduct District business.
- F. When an employee has successfully met the terms of the Last Chance Agreement and it is removed from the personnel file, it will be maintained in a sealed file of Last Chance Agreements in the Organizational Health Division.

XII. SUBSEQUENT SUBSTANCE DEPENDENCY

Employees who have undergone treatment and successfully fulfilled the terms of the Last Chance Agreement will be considered to be rehabilitated. Any record of treatment will be removed from their personnel files and one subsequent dependency will be treated as a first occurrence subject to the treatment and rehabilitation sections of this policy. At the conclusion of the successful fulfillment of two separate last chance agreements, any subsequent dependency may result in termination of employment.

APPROVED:

Jim Davis
FIRE CHIEF