

COLLECTIVE BARGAINING AGREEMENT
BY & BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1159
AND
ESTACADA RURAL FIRE DISTRICT #69



<u>ARTICLE 1 – PREAMBLE</u>	1
<u>ARTICLE 2 – RECOGNITION</u>	2
<u>ARTICLE 3 – UNION SECURITY</u>	3
<u>ARTICLE 4 – PRESENT PRACTICES</u>	4
<u>ARTICLE 5 – SALARIES</u>	5
<u>ARTICLE 6 – ACTING IN CAPACITY</u>	6
<u>ARTICLE 7 – LICENSURE AND PREMIUM PAY</u>	7
<u>ARTICLE 8 – PAID TIME OFF</u>	9
<u>ARTICLE 9 – COMPENSATORY TIME</u>	12
<u>ARTICLE 10 – SICK LEAVE</u>	13
<u>ARTICLE 11 – BEREAVEMENT LEAVE</u>	14
<u>ARTICLE 12 – MEDICAL/DENTAL INSURANCE</u>	15
<u>ARTICLE 13 – WORKERS COMPENSATION</u>	16
<u>ARTICLE 14 – WORK SCHEDULE</u>	17
<u>ARTICLE 15 – OVERTIME</u>	18
<u>ARTICLE 16 – SENIORITY</u>	19
<u>ARTICLE 17 – PROBATIONARY STATUS</u>	20
<u>ARTICLE 18 – LAYOFFS</u>	21
<u>ARTICLE 19 – SEASONAL FIREFIGHTERS</u>	22
<u>ARTICLE 20 – GRIEVANCE PROCEDURE</u>	23
<u>ARTICLE 21 – EMPLOYEE CORRECTIVE ACTION AND DISCIPLINE</u>	24
<u>ARTICLE 22 – PROMOTIONAL PROCESS</u>	26
<u>ARTICLE 23 – MANAGEMENT RIGHTS</u>	27
<u>ARTICLE 24 – UNION LEAVE</u>	28
<u>ARTICLE 25 – UNIFORMS</u>	29
<u>ARTICLE 26 – REIMBURSEMENT FOR DAMAGED PROPERTY</u>	30
<u>ARTICLE 27 – SHIFT TRADES</u>	31
<u>ARTICLE 28 – TRAINING</u>	32
<u>ARTICLE 29 – USE OF ALCOHOL AND DRUGS</u>	33
<u>ARTICLE 30 – SAVINGS CLAUSE</u>	38
<u>ARTICLE 31 – MILITARY LEAVE</u>	39
<u>ARTICLE 32 – DURATION</u>	40
<u>APPENDIX A – SENIORITY LIST</u>	42
<u>APPENDIX B – WAGE SCALE</u>	43

ARTICLE 1 – PREAMBLE

This Agreement entered into by the Estacada Fire Rural Fire District #69, Oregon, hereinafter referred to as the District, and the Estacada Chapter, IAFF Local #1159, hereinafter referred to as the Union, has as its purpose the setting forth of the full and complete agreement between the parties on matters relating to wages, hours of work, working conditions, retirement securities, and the promotion of a harmonious relationship between the parties.

ARTICLE 2 - RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining agent for Firefighters, Lieutenants and Captains of the Fire District employed in the classification of full-time, paid employees. Promotion, if any, to the rank of Lieutenant or Captain will be at the sole discretion of the District.

ARTICLE 3 – UNION SECURITY

- A) Dues and Assessments 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 by the fifteenth (15th) day of the succeeding month, after such deductions are made.

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.

- B) Indemnification The Union shall defend and indemnify the district for any unauthorized deduction resulting from the District's reliance on the list.
- C) Reasonable Time for Certain Activities Up to two (2) employee representatives designated by the Union shall be allowed time away from their duty stations without loss of pay when attending meetings with management for the purpose of negotiating labor agreements or adjusting grievances under the procedures defined herein or to perform any other activity allowed in ORS 243.798 provided such absence is approved by the Fire Chief or their designee as not interfering with operations. No overtime shall be paid to those participating in the meeting because of these activities, unless otherwise being paid overtime in the course of normal assignment for that time.

ARTICLE 4 – PRESENT PRACTICES

It is the intent of the parties that employees shall suffer no loss of compensation through the signing of this Agreement. This Article does not reduce either party's rights as provided for under the PECBA, including but not limited to ORS 243.698.

ARTICLE 5 – SALARIES AND BENEFITS

- A) Salaries of employees covered by this Agreement shall be in accordance with the amounts set forth in Appendix B attached hereto and by reference made a part of this Agreement. All wages will be increased one time beginning July 1, 2024, by 5%. Wages will be adjusted as follows:
- a. Effective July 1, 2024, the wages for all employees covered by this agreement shall be increased equal to the US CPI – All Urban Consumers, West, from January through December 2023, with a minimum of three percent (3%) and a maximum of five percent (5%).
 - b. Effective July 1, 2025, the wages for all employees covered by this agreement shall be increased equal to the US CPI – All Urban Consumers, West, from January through December 2024, with a minimum of three percent (3%) and a maximum of five percent (5%).
 - c. Effective July 1, 2026, the wages for all employees covered by this agreement shall be increased equal to the US CPI – All Urban Consumers, West, from January through December 2025, with a minimum of three percent (3%) and a maximum of five percent (5%).
- B) The District shall make all PERS contributions, including a pick-up of the employee's contribution. In the event of the passage on any law, or court order that bars the District from making the employee's contribution to Public Employee's Retirement System, the District agrees to immediately increase the employee's base pay by six percent (6%).
- C) Deferred Compensation
- a. The District will offer a deferred compensation program as permitted under applicable federal law and Internal Revenue Service rules. Employees may designate, monthly, any amount as a percentage of their base wage up to the legal maximum to be placed in their deferred compensation account. The employee is responsible for the submitting of the appropriate paperwork in a timely manner. The District assumes no liability for errors or omission.
 - b. The District will make a monthly matching deferred compensation contribution to each employee, dollar for dollar, with a maximum annual contribution amount of 2% of top-step firefighter EMT. The employee is responsible for ensuring their annual contribution is within the legal maximum. The District will not contribute to the employee's deferred compensation account beyond the legal maximum.
- D) The District reserves the right to place an employee who is hired with two (2) or more years or continuous career experience at a higher salary step upon date of hire.
- E) Promotion to the rank of Lieutenant or Captain at any EMS licensure level will result in a pay increase.

ARTICLE 6 - ACTING IN CAPACITY

- A. When a firefighter is required to assume the duties of a Lieutenant for a period of at least one (1) hour, they shall receive an increase in compensation equal to 10% of their hourly pay. Pay differential for AIC roles will be identified through the District's scheduling and payroll system.
- B. A Firefighter may assume the AIC role during Lieutenant vacancies for sick leave, paid time off or while the Lieutenant is at training or meetings and unable to perform regular shift supervisory duties.
- C. To be eligible to act in the capacity of a Lieutenant, the employee must possess an NFPA Fire Officer I certification and have completed the District AIC qualification program at a minimum every two years.
- D. An overtime list of the bargaining career staff will be utilized to fill a vacancy to ensure that a qualified officer or acting officer is present on each shift. The overtime list will be followed sequentially by overtime hours worked for two full attempts to fill the overtime position. If the overtime time cannot be filled through the overtime list, the bargaining member with the fewest number of accumulated overtime hours will receive mandatory overtime. Members that exceed the 72-hour maximum number of hours worked without a 12-hour break will not be eligible for mandatory overtime without Chief officer approval.
- E. In the absence of the shift officer where staffing is achieved without need for overtime, the eligible AIC officer with the lowest number of hours on the affected shift will be given first right of refusal to AIC. If they refuse AIC, then the next eligible AIC on the affected shift will be given a second right of refusal. If neither person accepts the role of AIC, the overtime list will be utilized, beginning with the lowest number of hours, until the officer position is filled by either an eligible AIC or existing bargaining officer.
- F. AIC officers being coached by their shift officer during regularly scheduled shifts will not be compensated.

ARTICLE 7 – LICENSURE AND PREMIUM INCENTIVE PAY

- A) Licensure pay of eight (8) percent for Oregon Health Authority Paramedic, four (4) percent for EMT – Intermediate, and two (2) percent for EMT- Advanced is built into the wage scale. The license from Oregon Health Authority must be maintained and current to qualify for licensure pay. Any changes in licensure for the purpose of wages will be made on the first of the month.
- B) Premium Pay
- | | |
|--|-----|
| a. Acting in Capacity (AIC) Lieutenant | 10% |
| b. Designated DPSST Training Officer | 10% |
| c. Field Training Officer (FTO) | 5% |
- C) A Field Training Officer (FTO) is defined as a 56-hour shift employee who has completed district required FTO certifications or is appointed by the Fire Chief. The FTO is assigned to evaluate a: probationary, 56-hour employee who advances their EMS licensure level, or instructs a district approved training academy or course. In the event the FTO is on leave, the replacement shall be the employee's shift officer. If the FTO and the shift officer are on leave, the replacement will not receive any additional compensation if the replacement is not an approved FTO and will not be required to perform a daily assessment or evaluation. If the replacement for the FTO and shift officer is an approved FTO, then they will be compensated for their time and required to complete a daily assessment or evaluation.
- D) Employees who have advanced EMS licensure will be compensated at the licensure level to which they are practicing. In the event the employee is unsuccessful in the FTO evaluation process, the employee will revert to the pay scale to which the employee originally began until the employee restarts their FTO process.
- E) Schedule for bargaining Lieutenant's or Captain's assigned the role of Duty Officer shall be as follows:
- 12-hour increments
 - 60-hour consecutive increments
 - No mandatory Duty Officer assignment for bargaining Lieutenant's or Captain's
- F) Compensation for bargaining Lieutenant's or Captain's assigned the role of Duty Officer shall be as follows:
- \$250.00 for weekend assignments beginning 2000 Friday and ending 0800 the following Monday.
 - \$350.00 for holiday weekend assignments beginning 2000 Friday and ending 0800 the following Monday.
 - \$75 for Duty Officer assignments beginning 2000 and ending 0800, Monday – Thursday.
 - For bargaining Lieutenant's or Captain's assigned the role of Duty Officer who are working their regularly scheduled shift, a 10% premium pay will be added to the employees' base rate of pay.
 - If a Lieutenant or Captain is required to assume the duties of duty officer, for a period of at least one (1) hour, they shall receive compensation equal to an additional 10% of the employee's hourly pay.
 - Bargaining Lieutenant's or Captain's assigned to the role of Duty Officer that are requested or required to return to the Districts' response jurisdiction shall be subject to the provisions of Article 9 and Article 15(c). Duty Officers who respond back to the Districts' response jurisdiction within 30 minutes of the conclusion of an alarm shall be compensated under the same alarm for which they were originally requested.

- G) All licensure and premium pay are based upon the bargaining unit employee's base rate of pay.
- H) FTO's will be compensated for the entire time they are assigned a probationary, 56-hour employee who advances in licensure level, or instructs a district approved training academy or course.
- I) The licensure pays for AEMT, EMT – Intermediate, and Paramedic shall not be cumulative.

ARTICLE 8 – PAID TIME OFF

Paid Time Off (PTO) hours accrued each month shall be credited at the end of each pay period, adjusted to a 24-pay period cycle, in accordance with the following schedule:

A) ACCRUAL SCHEDULE – 56 HOUR SCHEDULE

	<u>Hours/month</u>	<u>Annual Hours</u>
Date of Hire and Through the end of year 1	Upon Hire	144 hours
Beginning year 2 and Through year 4	25	300 hours
Beginning year 5 and Through year 9	29	348 hours
Beginning year 10 and Through year 14	33	396 hours
Beginning year 15 and Through year 19	37	444 hours
Beginning year 20 and Through year 24	41	492 hours
Beginning year 25 and Through Date of Retirement	45	540 hours

B) ACCRUAL SCHEDULE – 40 HOUR SCHEDULE

	<u>Hours/month</u>	<u>Annual Hours</u>
Beginning year 1 and Through year 4	8	144
Beginning year 5 and Through year 9	15.5	186
Beginning year 10 and Through year 14	18	216
Beginning year 15 and Through year 19	21	252
Beginning year 20 and Through Date of Retirement	24	288

- C) When an employee transfers from a forty (40) hour to fifty-six (56) hour schedule, the PTO and sick leave balance shall be multiplied by 1.4 and benefits thereafter will be accrued and used on the fifty-six (56)

hour basis. When an employee is transferred from a fifty-six (56) hour to a forty (40) hour schedule, for more than one full pay cycle (one full pay cycle equals 14 days), the balance shall be multiplied by 0.7 to obtain the proper accrual amount, and benefits will thereafter be accrued and used on the forty (40) hour basis.

- D) Subject to more favorable provisions of state and federal family and medical leave laws, PTO may be taken in increments of not less than a quarter (.25) hour. When taking PTO or personal days in less than twenty-four (24) hour increments the following rules apply:
 - a. In the District's sole discretion, the affected shift must be fully staffed at the time the PTO is scheduled.
 - b. A maximum of one period of PTO leave may be taken per shift.
 - c. PTO will only be taken in 12-, 24-, 36-, or 48-hour increments. PTO taken in less than these increments are only allowed by permission of the Fire Chief or their designee. Comp time and PTO may be combined in less than 12-hour increments to create a full 12 hours.
- E) Seniority shall prevail as to choose of PTO, which shall be chosen by all employees on a rotation prior to January 31st of each year. PTO seniority shall be determined, and time off selected on a shift basis. Holidays and vacation leave requested at other times shall be considered on a first come, first served basis, and may be granted or denied based on operational needs in the supervisor's sole discretion. The district continues to reserve the right to determine how many employees may use PTO leave at any time on a District and shift basis.
- F) An employee's accrued unused PTO time shall not accrue beyond double the number of hours of yearly vacation accrual. In the event PTO is requested (hours of which otherwise would stop accruing due to this cap) but is disallowed or canceled during the second six (6) months of the calendar year, equivalent time off may be requested during January through June of the following year without loss of PTO accrual and shall be granted.

G) Forty (40) -hour personnel shall recognize the dates listed below as holidays. When a scheduled holiday occurs on a Saturday, it will be observed on the preceding regularly scheduled workday. If the holiday falls on a Sunday, it will be observed on the preceding regularly scheduled workday. Forty (40) -hour personnel will work on such holidays only as requested by the district and will be compensated at the overtime rate. Should one of the holidays fall during a PTO period, PTO leave shall not be charged for that day. The following holidays will be observed:

New Year's Day

Labor Day

President's Day

Veteran's Day

Martin Luther King Day

Thanksgiving

Memorial Day

Day after Thanksgiving

Juneteenth

Christmas Eve

Independence Day

Christmas Day

Fifty-six (56) -hour personnel shall work the above, prescribed holidays which fall on their regularly scheduled shifts. In lieu of having these days off, holiday leave is factored into the PTO Accrual Schedule listed above at the rate of 12-hours per month.

ARTICLE 9 – COMPENSATORY TIME

Compensatory (Comp) Time will be made available for those bargaining members listed in this agreement who wish to accrue time off in lieu of overtime for the following:

Emergency Call-back

Mandatory Training

Mandatory Department Meetings

Officer's Meetings

Shift Extension

Special Assignment Meetings

Staffing

- A) Comp time will be capped at 108 hours. In the event an employee requests comp time and the comp time worked exceeds the comp time limit, the excess hours worked will be paid out in overtime on the employees following paycheck. All accrued comp time not used by November 1 of each year will be cashed out on the first pay period of the following December. Comp time may be voluntarily cashed out at the employees request on the first pay period of December or the first pay period of July.
- B) Comp time will be designated in a different bank than Paid Time Off (PTO) and be accumulated at the overtime rate of 1.5 to a maximum of 108 hours. Comp time will be rounded to the nearest quarter-hour.
- C) Comp time will be available for cash-out at the request of the employee or if the employee separates from the District.
- D) Comp time may be taken as time-off in any hour increments or used to supplement PTO to create 12-, 24-, 36-, or 48-hour blocks of time as required under Article 8 D) c.

ARTICLE 10 – SICK LEAVE

- A) Fire suppression personnel assigned to forty-eight (48) hours on, ninety-six (96) hours off schedule shall accrue hours of paid sick leave at the rate of fifteen (16) hours per month of completed service. An employee assigned to a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) hours per month of completed service. Accrual shall not exceed one thousand two hundred hours (1,200) hours. Sick leave shall be placed into the employee's sick leave bank and will be differentiated from accrued vacation. Hours of sick leave shall be deducted from an employee's accrual thereof on an hour-for-hour basis.
- B) Sick leave will cease to accrue upon reaching a cap of one thousand two hundred (1,200) hours. PTO will accrue at 16 hours per month and completed service in lieu of sick leave time accrual after meeting the sick leave cap. This accrual will be in addition to PTO accrual as outlined in Article 8 Paid Time Off.
- C) Paid leave Oregon may be used to cover sick leave. This Oregon sponsored plan pays for up to two-thirds (2/3) of regular wages and is not within the control of Estacada Fire District. An employee may use sick leave, PTO, or both to cover the difference between their PLO benefit and their income prior to the use of PLO.
- D) 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.
- E) 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 shifts. 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.
- F) For employees working a 48/96 schedule, pre-scheduled non-emergency health care appointments shall not be allowed during the employee's 48-hour shift without permission of the Fire Chief.
- G) Upon retirement or voluntary separation from the District, an employee with five (5) or more years of service in the District shall be paid a percentage of their unused sick leave into a deferred compensation (457b) plan and/or a PHEP of the employees choosing, not to exceed the Federally mandated limits. Otherwise, and except as it may be used by PERS to calculate monthly pension benefits accrued but unused sick leave has no cash value and shall not be compensated.

ARTICLE 11 – BEREAVEMENT LEAVE

In the event of the death of a family member, the Fire Chief or their designee will grant time off with pay to deal with the death of the family member by:

- A) Attending the funeral or alternative to a funeral of the family member
- B) Planning necessitated by the death of the family member, or
- C) Grieving the death of a family member

A maximum of 48-hours will be granted off for each occurrence. At the employees request additional leave may be granted and deducted from the employee's accrual of unused sick leave. Family member means the spouse or domestic partner of an employee, a biological, adoptive, or foster parent or child of the employee, a stepchild, grandparent or grandchild of the employee, a brother, sister or parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.

ARTICLE 12 – MEDICAL/DENTAL INSURANCE

- A) For the duration of this contract, the district agrees to provide dental and vision insurance coverage. The parties agree that benefit changes during the term of this Agreement that are mandated by the Affordable Care Act (ACA) are not subject to bargaining.
- B) For the duration of this contract, the District agrees to provide medical insurance for employees and their dependents that is equal to the OFCA (Regence) health plan offered by WHA Insurance, a medical plan with a current \$2,500/\$5,000 (single/family) deductible, unless there is mutual agreement that another plan provides overall better coverage at an overall lower or comparable insurance cost to the District. The District agrees to establish a Joint Insurance Committee (JIC) in the event that (1) the current medical insurance plan becomes unavailable, (2) the District is required to change the plan due to IRS/ACA regulation or required by the District insurance provider, or (3) the medical insurance plan deductible increases to more than \$5,000 for family (\$2,500 for single) and a maximum out of pocket contribution increases to more than \$10,000 for family (\$5,000 for single) for the benefit year. Unless the JIC is activated sooner, the JIC will meet within twelve (12) months, but not later than nine (9) months, prior to the expiration of this Agreement. The JIC shall include two (2) bargaining unit members, as selected by the Union.
- C) The District will provide a Medical Expense Reimbursement Plan (MERP) to cover 100% of the plan deductible for medical insurance.
- D) The District shall pay 90% of the premium for medical, dental and vision insurance, and each employee will pay 10% of such premiums.
- E) For the duration of this Agreement, the District agrees to provide life and long-term disability coverage for employees. The life and long-term employer paid disability coverage is limited to employees only (dependents are not insured).
- F) The District will participate in an employee Post Health Employment Plan (PHEP) and contribute \$1,800 per year starting January 1 of each year into the employees PHEP.
- G) Newly hired employees will have their Post Health Employment Plan (PHEP) prorated based on the fiscal year. Each month will be worth \$150.
- H) The difference between PLO compensation and employees base wage may be made up with accrued leave banks such as sick, PTO, and compensatory time. The intent is to keep the employee whole in base wage and continuous PERS Compensable time. The following will apply:
 - a. The District shall compensate an employee off on PLO in an amount equal to the difference between the employee's base wage and the amount the employee receives in PLO payments.
 - b. If an employee elects to supplement PLO benefits with accrued leave banks, the District will calculate the number of hours required to cover the difference between PLO benefits paid to the employee and the employee's regular weekly average earnings and deduct those hours from the leave bank(s) designated by the employee.
 - c. While receiving PLO benefits in active status as a District employee, the District will continue District-paid medical and dental insurance, and no reduction in seniority will occur. The employee(s) receiving PLO benefits will remain responsible for remitting the employee premium for medical/dental insurance during the use of PLO benefits. Time-off accruals will not be affected while an employee is receiving PLO benefits. An employee's probationary status may be adjusted proportional to their use of PLO to ensure adequate observation time for the District to evaluate their suitability for regular status.

ARTICLE 13 – WORKERS COMPENSATION

- A) Income Loss Supplement. Employees shall utilize sick leave or paid time off to cover time off when not covered by worker's compensation. If the employee's absence from work exceeds ninety (90) days, then, to the extent of the employee's banks of accrued but unused PTO and sick leave, the sums paid to the employee to achieve the employee's net pay by the District shall be charged against the employee's sick leave and vacation banks on an hour-for-hour basis, in that order. Upon exhaustion of the employee's vacation and sick leave, this benefit shall cease.
- B) Administrative Separation. If an employee is disabled from returning to work after one (1) month of disability or after the employee has exhausted the supplemental benefits provided for in Section A of this Article, the employee is eligible for administrative separation subject to the employee's right to reappointment as provided by law. Any employee subject to administrative separation shall retain all medical benefits in accordance with the terms of the policy and applicable federal law (COBRA). If an employee is disabled to the extent that it is unlikely that the employee will return to work, the employee may be administratively separated any time and shall receive a lump sum payment of accrued and unused PTO as a supplemental disability payment.
- C) Employees may be assigned to "light duty" assignments as physically allowed by a physician to return to work in lieu of using sick leave or paid time off when the employee is unable to perform their normal duties following illness or injury. Light duty assignments will be based on a 40-hour work week and may extend beyond 30 days as determined by a physician. Light duty is mutually agreed upon between the District and the employee.

ARTICLE 14 – WORK SCHEDULE

- A) The normal work schedule for fire suppression personnel shall consist of a forty-eight (48) hour work shift followed by ninety-six (96) hours off. This work schedule shall not be changed by the District without first giving 60 days' advance written notice to allow the Union the opportunity to negotiate the details.
- B) A "Shift" is defined as a 24-hour period for a 56-hour employee.
- C) A "Tour" is defined as a 48-hour period for a 56-hour employee.
- D) The District may assign a forty (40) hour work week to all probationary firefighters and lieutenants, all employees on light duty arising out of an accepted workers' compensation claim and, non-probationary employees on special department assignments. The FLSA work period for this work week shall be 40 hours in seven days. All other employees shall, on average, work a fifty-six (56) hour week. Employees will be given two (2) weeks advance notice of any special District assignment, unless waived by the employee. Special District assignments will be limited to 30 days in a calendar year.
- E) The District shall post at each fire station a FLSA twenty-eight (28)-day cycle calendar.
- F) Employees working the 48/96 work schedule shall not work more than seventy-two (72) consecutive hours without management pre-approval, or due to emergency staffing needs of the district or a significant event that impacts the District. Unless otherwise pre-authorized, employees that have worked seventy-two (72) consecutive hours must have a minimum of twelve (12) hours off duty before returning to duty.
- G) Recovery Time
 - a. Employees who return from a conflagration or Inter-County immediate response 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.

ARTICLE 15 – OVERTIME

- A) Overtime pay eligibility shall be determined pursuant to the Fair Labor Standards Act and regulations. Accounting of overtime hours shall be based upon a practice of rounding to the next quarter (1/4) hour.
- B) The District will pay employees covered by this Agreement for all hours worked outside their regular scheduled work hours at the overtime rate.
- C) Employees who are called back to work shall receive a minimum of four (4) hours at the appropriate overtime rate unless they are called within one (1) hour of a scheduled shift then the call-back will be treated as a shift extension and the employee will be paid for actual time worked.
- D) Shift extensions that are required at the end of an assigned shift, shall be paid at the overtime rate under the FLSA definition, but not considered call-back.
- E) The District reserves the right to determine its level of service, its staffing level, when overtime is to be worked, and in what classification.

ARTICLE 16 – SENIORITY

- A) Seniority means an employee's length of continuous service with the Fire District from their most recent date of hire.
1. Preference in PTO scheduling shall be in order of seniority,
 2. Seniority will be a factor in determining layoffs,
 3. When employee date of hire coincides, the Civil Service ranking list will be used to determine seniority.
- B) Seniority is lost under the following circumstances:
1. Separation from employment for any reason other than layoff,
 2. Failure to return from layoff within fourteen (14) days following delivery of notice of recall,
 3. Layoff of more than one (1) year.
- C) Seniority for bargaining employees is listed in Appendix A of this Agreement.

ARTICLE 17 – PROBATIONARY STATUS

- A) A probationary period of twelve (12) months is required for all new hires, regardless of prior experience, certifications held or step-placement on the salary schedule. Any newly hired employee on probationary status may be dismissed at any time for any reason, including the failure of the employee to complete required training or obtain and maintain certifications that are a minimum qualification for the classification in which they were hired. The dismissal of a probationary employee shall be final and not subject to appeal.
- B) Employees promoted to a higher classification shall be subject to a twelve (12) month probationary period. During promotional probation, either the employee or the District may, in their sole discretion, unilaterally opt to return the employee to the classification from which the employee was promoted. Demotion during the probationary period also shall not be subject to appeal.
- C) By mutual agreement between the District and the Union, both the new-hire and promotional probation may be extended up to an additional six (6) months.
- D) The District, in its sole discretion, may extend an employee's probation for up to three (3) months if the employee has utilized nine or more shifts of paid or unpaid leave during the employee's probationary period.

ARTICLE 18 – LAYOFFS

- A) If there is a reduction in the bargaining unit workforce, employees with the least seniority will be laid off first.
- B) Employees to be laid off shall be notified in writing at least fourteen (14) calendar days and normally at least thirty (30) calendar days prior to the effective date of such layoff.
- C) Rehiring of employees laid off will be in the reverse order of layoff.

ARTICLE 19 - SEASONAL FIREFIGHTERS

- A. 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
- B. Seasonal firefighters will be required to possess and maintain the following emergency medical services licensure upon date of hire:
 - a. Oregon Health Authority EMT or higher
- C. Season employees will not be used to reduce the bargaining unit, Estacada Firefighters, Local 1159.
- D. 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.
- E. The 40 and 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.
- F. 40 and 56-hour seasonal firefighter are not eligible for 24-hour shift work otherwise filled by Local 1159 bargaining unit members.
 - 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 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 14(d) – Work Schedule, bargaining unit members will be given first right of refusal to complete the 24-hour shift once the rest period has been satisfied.
- G. 40 and 56-hour seasonal firefighters are at-will and not covered by any provisions in the current Estacada Professional Firefighters, Local 1159 collective bargaining agreement.
- H. In the event of conflagration assignments during the employment of the seasonal firefighter, preference for conflagration assignments will be as follows:
 - a. Permanent, career Estacada Firefighters
 - b. Seasonal Estacada Firefighter(s)
- I. Hiring and layoff of the seasonal firefighter will be at the sole discretion of the Fire Chief.

ARTICLE 20 – GRIEVANCE PROCEDURE

1. Purpose - It is the desire of the District and Union to adjust grievances, and both are expected to first make every effort to informally resolve problems as they arise.
2. Definition - For this Agreement, a grievance is defined as a dispute regarding the meaning, interpretation, or application of a particular provision of this Agreement or regarding an alleged violation of this Agreement.
3. Procedure. All grievances will first be submitted to the Union Grievance Committee. If the committee finds the grievance to be valid, they will proceed according to the following grievance procedure:
 - a. All grievances shall be reduced to writing and delivered to the Deputy Chief within seven (7) calendar days of the occurrence or of the date that the Union or the affected employee(s) first learned or using reasonable care should have first learned of the action which caused the grievance. The written grievance shall contain a statement of all the relevant facts, including relevant dates, desired remedial action, and the article(s) of this Agreement to which the grievance relates. The Deputy Chief shall respond in writing to the grievance within seven (7) calendar days after having received it.
 - b. If the Union is dissatisfied with the response of the Deputy Chief, they shall deliver the grievance in writing to the Fire Chief within seven (7) calendar days following its receipt. The Fire Chief shall have seven (7) calendar days to hold a hearing on the grievance and to render a decision unless the parties agree in writing on dates later than seven (7) calendar days for the decision or for the hearing and the decision both.
 - c. If the Union is dissatisfied with the response of the Fire Chief, they shall deliver the grievance in writing to the District Fire Board within seven (7) calendar days following its receipt. The District Fire Board shall have seven (7) calendar days to hold a hearing on the grievance and to render a decision unless the parties agree in writing on dates later than seven (7) calendar days for the decision or for the hearing and the decision both.
 - d. If the Union is dissatisfied with the District Fire Board's decision, then within ten (10) calendar days of delivery of the decision, the Union shall then notify the District Fire Board in writing of its decision to advance the grievance to arbitration as the final step to resolution. Upon delivery of the Union's decision, either party may request a list of seven (7) Oregon or Washington arbitrators. Within ten (10) calendar days from receipt of said list the parties shall either select a mutually acceptable arbitrator or take turns striking arbitrators until one remains (a flip of the coin shall determine which party gets the first strike). The arbitrator shall make an order that the arbitrator's fee and expenses incurred through such arbitration be paid fifty-fifty (50/50) split between the Union and the District.
 - e. If at any step the District fails to respond within the deadlines agreed to above, the grievance shall automatically advance to the next step. If the Union fails to timely file a grievance or fails to advance a timely filed grievance to the next step as agreed to above, the district's most recent responses shall be deemed to have been accepted by the grievant.

ARTICLE 21 – EMPLOYEE CORRECTIVE ACTION AND DISCIPLINE

A) Corrective Actions

- a. Corrective actions are taken to correct, support and improve an employee's job performance and do not affect his current pay, status, or seniority. Except for the procedural rights stated in subsection D. 1. and D.2. corrective actions are not grievable.
- b. Corrective actions may include coaching's, written warnings, and reprimands.
- c. Written corrective actions shall be clearly designated as such.

B) Disciplinary Actions

- a. Disciplinary actions are taken to correct an employee's poor judgment or poor job performance and affect current pay, status, and/or term of employment. Disciplinary actions against non-probationary employees are grievable.
- b. Disciplinary action may include suspension, demotion, denial of merit increase, pay adjustment to a lower amount in the assigned pay range, or dismissal as provided in this Article.
- c. Disciplinary actions and notices of discipline shall be clearly designated as such in writing.

C) Responsibility

- a. The responsibility for administering corrective action is vested in the Fire Chief, Deputy Chief Captain, or Lieutenant. The responsibility for administering disciplinary action is vested in the Chief or Deputy Chief, hereafter referred to collectively as "the District").

D) Corrective or Disciplinary Action

- a. Prior to initiating a corrective or disciplinary action, the employee shall have the opportunity to discuss the conduct in question, including the sanctions if any, being considered and to refute the charges or present mitigating evidence.
- b. If a corrective action is to be initiated, the employee shall be advised in writing of their error or failure, of the corrective actions they should take, of the consequence(s) they may face if they fail to follow corrective instructions, and that a copy of the corrective action document will be placed in the employee's personnel file.
- c. Discipline will be imposed on employees who have completed their new hire probation only for just cause. If a disciplinary action might be considered, an investigation by the Chief Officer or the Deputy Chief shall be completed within thirty (30) 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).
- d. If upon completion and consideration of the investigation, the Chief Officer is considering imposing discipline, then either shall notify the employee in writing of the facts found by the investigation, of the specific rules or policies violated by the employee, if any, and of the specific disciplinary action being considered. The notification shall further explain the employee's right to a pre-discipline hearing at which the employee may present their defenses, mitigating facts or anything else the employee wants the district to consider before making its final decision.

- e. Following the pre-discipline hearing or the waiver of it by the employee, the District shall decide the matter and notify the employee of the decision in writing. If the District decides to discipline the employee, it shall describe the discipline and the date that it is effective. If appropriate, the notice will further describe any corrective actions the employee should take and the potential consequences the employee will face for similar future violations, along with notification that a copy of the notice will be placed in the employee's personnel file. If the disciplinary action is dismissal, the employee shall receive written notice prior to the effective date of such dismissal.
- E) Employees may request prior corrective action or disciplinary actions placed in their personnel file be expunged. This request shall be in writing, submitted to the Fire Chief of their designee, after one year of the action being placed into their personnel file.

ARTICLE 22 – PROMOTIONAL PROCESS

All eligible bargaining unit employees will be allowed to participate in promotional processes. Participation in promotional processes is voluntary and uncompensated unless components of the promotional process occurs while a participating bargaining unit employee is on duty. On-duty bargaining unit employees participating in a component(s) of a promotional process will be allowed time away from their duty assignment, including one hour prior to their scheduled participation time, to take part in the promotional process. Civil Service rules will be adhered to for the sake of the promotional process.

ARTICLE 23 – MANAGEMENT RIGHTS

The District shall retain the sole right and authority to operate and direct the affairs of the District and the Fire Department in all its various aspects, including but not limited to all rights and authority exercised by the district prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the District's right to determine its mission and set standards and services offered to the public; to apportion its budget to District agencies and within those agencies in its sole discretion, to direct the work force; to plan, direct, control and determine the operations or services to be conducted in and by the Fire Department or by the employees of the District; the right to determine its staffing level; to determine when overtime is to be worked and in what classification; to assign and transfer employees; to hire, promote or demote employees and to suspend, discipline or discharge employees consistent with this Agreement; to lay off employees due to lack of work, lack of funds, or for other legitimate reasons; to make and enforce reasonable workplace rules and regulations; and to create, change, or discard methods of work, purchase, sell, modify or discard equipment or facilities. The District is not required to bargain decisions arising out of the exercise of ordinary management rights except as they impact mandatory subjects of bargaining as defined by Oregon law.

ARTICLE 24 – UNION LEAVE

Up to 144 cumulative total hours per year commencing each year on July 1 shall be approved for attendance at training classes and meetings relating to collective bargaining. No more than one (1) member from the same assigned shift will be allowed off at the same time utilizing the Union leave bank. Previously approved time off shall not be cancelled due to an employee's use of Union leave. Union leave shall not result in unplanned overtime expenses for the district. Attendance at union training or meetings requires proof of attendance. Proof of attendance may include a flyer, roster, or certificate.

ARTICLE 25 – UNIFORMS

District uniforms will be provided and replaced as per District SOP and will include at a minimum 2 full uniforms (2 of each - pants, T shirt, Class B button up shirt, sweatshirt, one coat, one belt, one badge, and one pair of duty boots).

ARTICLE 26 – REMIBURSEMENT FOR DAMAGED PROPERTY

- A) A member who suffers loss or damage to personal property in the performance of official duties may submit a request through the chain of command for reimbursement.
 - a. A report describing the loss or damage must accompany this request.
 - b. The request must indicate the repair or replacement cost.
- B) 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 27 – SHIFT TRADES

Regular full-time employees of the District assigned to the normal work schedule of forty-eight (48) hour work shift followed by ninety-six (96) hours off duty, may be granted shift trades in accordance with these provisions:

- A) Submissions for trade time shall be completed on the District scheduling program
- B) All trades shall be taken and repaid within six (6) months and in no case shall any trade involve cash payments from one person to another. The District shall not incur any obligation to pay overtime because of voluntary shift trades between bargaining unit employees unless approved by the Fire Chief or their designee.
- C) The individual working the trade day shall be responsible for ensuring they are present for duty. If the individual scheduled to work the trade day is sick, the sick leave will be charged to them. If the employee is unable to report for duty, it will be their responsibility to arrange for coverage.

ARTICLE 28 – TRAINING

According to the schedule below and upon securing course approval prior to enrollment from the Fire Chief, employees shall be compensated for the costs of college level course work from an accredited college, when taking approved fire service, emergency medical services, investigation, emergency management, and/or life safety courses. Reimbursement will be limited to \$2,500.00 per fiscal year per District employee.

Letter Grade "A" or "Pass" = 100% tuition reimbursement

Letter Grade "B" = 80% tuition reimbursement

Letter Grade "C" = 70% tuition reimbursement

Letter Grade "D" or "Fail" or below = 0% tuition reimbursement

Class final scores given as a "pass" or "no pass" will be reimbursed as

Grade "pass" = 100%

Grade "no pass" = 0%

When staffing levels permit, training time off shall be allowed. Requests for training time off must be made in writing to the Fire Chief or their designee for approval prior to the employee's enrollment.

The District shall reimburse eligible bargaining unit members for certain eligible costs for every course that is required by an accredited emergency medical services education program in which the employee is enrolled for the purpose of advancing the employee's EMS licensure. Costs eligible for reimbursement are tuition, course fees, books, supplies, and travel costs (Eligible Costs). The District's reimbursement of an employee's Eligible Costs is subject to the following terms:

1. The District possesses adequate funding to make such reimbursements.
2. The Fire Chief or the Fire Chief's designee approves the course for which reimbursement for Eligible Costs is sought.
3. The employee provides the Fire Chief or Fire Chief's designee with documentation to show the type and amount of costs for which the employee seeks reimbursement.
4. Any books for which the District reimburses the employee are given to the District at the completion of course for which the book was purchased.
5. The employee achieves at least a 2.0 grade point average or "C" letter grade in the course for which reimbursement is sought.
6. The employee is eligible for reimbursement for only one attempt at advancement of the employee's EMS licensure, regardless of the employee's success.
7. The Fire Chief or the Fire Chief's designee may, depending on operational needs, permit the employee to take paid training time off to attend courses under this Article. Requests for training time off must be made to the Fire Chief or designee in writing prior to the employee's enrollment. Employees shall give at least one month's notice for training time off.
8. Regardless of the amount of an employee's Eligible Costs, the District's reimbursement of Eligible Costs shall not exceed \$10,000 per employee.
9. The employee shall remain employed with the District for four (4) years following the date on which the employee obtains the State of Oregon EMS licensure. For each three-month period that the employee remains employed with the District following the employee's licensure, the employee shall be credited 1/16 of the District's reimbursement amount. In the employee voluntarily or involuntarily separated from employment with the District before completing the required four years of employment, the employee shall reimburse the District for all uncredited reimbursement amounts. The employee's reimbursement amount shall be repaid on terms agreed upon by the employee and the District.

ARTICLE 29 – USE OF ALCOHOL AND DRUGS

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND THE REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERSEDE “JUST CAUSE” OBLIGATIONS.

PURPOSE

It is the mission of the Estacada Fire District to enhance public safety using a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interferes with this mission.

To ensure the integrity of the District’s fire and emergency medical response system and preserve public trust and confidence in an alcohol/drug free service, the District has adopted the following rules and procedures:

PROHIBITED CONDUCT

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods.
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purpose of this Policy, an employee is considered to be “under the influence” of alcohol if their blood or breath tests is 0.02 g/210 L BrAC or higher. An employee is “under the influence” of drugs if the employee tests positive according to the thresholds set forth in Attachment A and the Mandatory Guidelines for Federal Workplace Drug Testing Program for having such substances present in their body.

To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within eight (8) hours of responding to the callback or, for any reason, believe they are impaired by alcohol are required to notify the supervisor upon being contacted for callback.

1. Failing to promptly report arrests, convictions and/or plea bargains for an alcohol or drug-related criminal offense to the Fire Chief or their designee, irrespective of the jurisdiction where such action was taken.
4. Failing to comply with District directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the District or rehabilitation counselors pursuant to this Policy.
5. Failure to disclose use of over the counter or prescribed medication containing controlled substance, as required, below.

For the purpose of this Policy, “drugs” include, but are not limited to the following controlled substances as outlined in Attachment A: opioids, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician’s instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

MEDICAL MARIJUANA

In addition to the above, employees must always comply with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the “prohibited conduct” listed above will be considered a violation of this policy, even if an employee has an authorization for the use of marijuana under the Oregon Medical Marijuana Act. However, employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to termination of employment. Instead, such employees are required to disclose any use which would constitute “prohibited conduct.” If the District determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating standards.

DISCLOSURE OF MEDICATIONS

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over the counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties, illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

EMPLOYEE TESTING

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment to ascertain prohibited drug use, as provided below:

1. Reasonable Suspicion

A supervisor or manager may order an employee to immediately submit to a urine test for drugs and/or a breath test for alcohol whenever the District has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work “under the influence” of drugs or alcohol. The supervisor or manager will always consult a second supervisor or manager for the purpose of corroborating reasonable suspicion.

In the case of an employee who has reasonable suspicion that his or her supervisor or manager or any other supervisor or manager may have violated provisions of this Policy, the employee will report his or her concerns and/or observations to the next level in the chain of command above that of the supervisor or manager who the employee suspects of violating this policy. If such a report is not practical, the employee should contact the Director of Human Resources.

“Reasonable suspicion” shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

2. Rehabilitation Treatment

Where testing is required pursuant to a Rehabilitation and Return to Work Agreement imposed by the District or an employee’s rehabilitation counselors, individualized suspicion-less testing may be required as outlined in that Agreement.

Urine testing will be conducted for all types of drug testing and breathalyzer testing will be conducted for all types of alcohol testing.

TESTING PROCEDURES

The testing will be conducted at a laboratory certified by the US Department of Health and Human Services (HHS) and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the HHS. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS or superior testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive. The District shall pay for such testing.

The other sample shall remain at the facility in frozen storage for a minimum of ninety (90) days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.

Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.

If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee’s own choosing. The employee will pay for these types of tests.

All records pertaining to District required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need-to-know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

Either party may notify the other, in writing, of changes in testing thresholds or best testing practices. The parties shall consult to ensure the Drug and Alcohol Policy complies with such changes.

CONSEQUENCES OF VIOLATIONS

1. EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK ASSISTANCE *BEFORE* COMMITTING POLICY VIOLATION – REHABILITATION.

The District encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily and place a strong emphasis on rehabilitation as opposed to disciplinary action. When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor or the Fire Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a licensed or certified substance abuse counselor.

The employee will not be permitted to work until such time as a licensed or certified substance abuse counselor agrees he/she:

- a. Has been evaluated by a licensed or certified substance abuse counselor; and
- b. If recommended by a licensed or certified substance abuse counselor, has complied with all-rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the District, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the District. Any employee who violates the terms of the Agreement is subject to disciplinary action up to and including immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, vacation pay or holiday pay or donated leaves. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which his/her paid leave is depleted.

2. EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK TREATMENT *AFTER* COMMITTING POLICY VIOLATION.

Employees who notify their supervisor or the Fire Chief of drug or alcohol dependencies *after* violating this Policy are subject to discipline up to and including discharge, irrespective of such dependencies.

The District may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discipline and discharge, provided the employee promptly complies with the terms and conditions set forth in Consequences of Violations, Section 1. above. The District will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

ATTACHMENT A

DRUG TESTING LEVELS

The following initial and confirmatory cutoff levels shall be used when screening specimens to determine whether they are negative for the drugs or classes of drugs required for testing:

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylcegonine)	150 ng/mL ³	Benzoylcegonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

¹For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

²An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³Alternate technology (THCA and Benzoylcegonine): When using an alternate technology initial test for the specific target analytes of THCA and Benzoylcegonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100ng/mL for Benzoylcegonine).

⁴Methylenedioxymethamphetamine (MDMA).

⁵Methylenedioxyamphetamine (MDA).

ARTICLE 30 – SAVINGS CLAUSE

Should any article or portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, the decision of the court shall apply only to that specific article or portion directly specified in the decision. Upon receipt of such a decision, the parties agree to attempt to negotiate a substitute for that invalidated article or portion.

ARTICLE 31 – MILITARY LEAVE

District employees who are members of the National Guard or Federal Reserve military units are excused from their duties for a period of up to 120 hours with pay during each year (October 1 -September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

A) During member deployment compensation is as follows:

a. For any difference in pay while deployed member will be compensated his/her base salary.

B) The member will have official orders as proof of service.

C) Employees will reimburse the district their military pay for time spent on military leave where the district assumes paying wages for those days the employee is not working for the district.

D) Employees will provide the district with their annual military schedule no later than November 1st of each calendar year.

ARTICLE 32 – DURATION

Except as specifically noted in other provisions of this Agreement, this Agreement shall be effective as of its date of execution or July 1, 2024, whichever date is later and shall remain in full force and effect until June 30, 2027. This Agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing no later than October 15th of the fiscal year of expiration that it wishes to modify this Agreement for any reason. The party requesting modification will list those items to be modified and negotiations will be limited to those items so listed.

SIGNATURES

FOR THE DISTRICT

Paul Miller, Board President
Estacada Rural Fire District #69

Ian O'Connor, Fire Chief
Estacada Rural Fire District #69

FOR THE UNION

Nate Hon, President
IAFF Local 1159

Christian Coerper, Shop Steward
IAFF Local 1159

APPENDIX A – SENIORITY LIST

1. Jesse Metheny
2. Anthony Hadeed
3. Christian Coerper
4. Nathan Shadrick
5. Tyler Troutman
6. Jaeden Brown
7. Brendan McKenzie
8. Jennifer Purcell
9. Matthew Dymont

APPENDIX B – WAGE SCALES

Captain/Paramedic			Captain/EMT			Lieutenant/Paramedic			Lieutenant/EMT-I			Lieutenant/EMT		
	Annual	Monthly		Annual	Monthly		Annual	Monthly		Annual	Monthly		Annual	Monthly
Step 1	\$104,001.41	\$8,666.78	Step 1	\$95,681.30	\$7,973.44	Step 1	\$95,682.75	\$7,973.56	Step 1	\$91,855.44	\$7,654.62	Step 1	\$88,028.13	\$7,335.68
Step 2	\$127,885.72	\$10,657.14	Step 2	\$117,654.86	\$9,804.57	Step 2	\$117,656.40	\$9,804.70	Step 2	\$112,950.14	\$9,412.51	Step 2	\$108,243.89	\$9,020.32
Step 3	\$132,837.89	\$11,069.82	Step 3	\$122,210.86	\$10,184.24	Step 3	\$122,211.07	\$10,184.26	Step 3	\$117,322.63	\$9,776.89	Step 3	\$112,434.19	\$9,369.52

FF/Paramedic			FF/EMT-I			FF/EMT-A			FF/EMT			Stipends	
	Annual	Monthly		Annual	Monthly		Annual	Monthly		Annual	Monthly		
Step 1	\$80,912.21	\$6,742.68	Step 1	\$77,540.86	\$6,461.74	Step 1	\$75,928.01	\$6,327.33	Step 1	\$74,439.23	\$6,203.27	Duty Officer	\$75.00 per 12hr shift
Step 2	\$89,301.99	\$7,441.83	Step 2	\$85,581.06	\$7,131.75	Step 2	\$83,800.98	\$6,983.42	Step 2	\$82,157.82	\$6,846.49	Seasonal FF/EMT	
Step 3	\$102,831.43	\$8,569.29	Step 3	\$98,546.79	\$8,212.23	Step 3	\$96,497.02	\$8,041.42	Step 3	\$94,604.92	\$7,883.74	July-October 2023	\$33.17 hourly
Step 4	\$113,073.02	\$9,422.75	Step 4	\$108,361.64	\$9,030.14	Step 4	\$106,107.72	\$8,842.31	Step 4	\$104,027.18	\$8,668.93	457 Contribution	
												2% FF/EMT 4	\$2,080.54