

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

The

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
LOCAL 1159**

And

**MOLALLA RURAL FIRE PROTECTION
DISTRICT NO. 73**

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ARTICLE 1 – AGREEMENT

- 1.1** This AGREEMENT is entered into by and between Molalla Rural Fire Protection District #73 of Clackamas County, Oregon, hereinafter referred to as the “DISTRICT” and the Professional Fire Fighters Association of Clackamas County, Local 1159 – IAFF, hereinafter referred to as the “UNION”.

ARTICLE 2 – RECOGNITION

- 2.1** The DISTRICT recognizes the UNION as the exclusive representative for all full-time paid employees, with respect to wages, hours, and other conditions of employment, for all full-time employees including Battalion Chief, excluding Supervisors, Confidential, and Secretarial Employees. Promotion, if any, to the rank of Lieutenant, Captain, or Battalion Chief will be at the sole discretion of the DISTRICT. Promoted positions above firefighters will be placed on Step 1 upon promotion for a probationary period of one year and will be placed on step 2 at the completion of one year and attainment of required certifications.

ARTICLE 3 – DISCRIMINATION

- 3.1** The DISTRICT and the UNION agree that each will fully comply with all the applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such a person's race, religion, color, national origin, sex, age, union affiliation, or mental or physical handicap.
- 3.2** Nothing contained herein shall preclude the DISTRICT from establishing lawful bona fide occupational qualifications. Any reference to gender in this Agreement includes all genders. Violations of this article are not subject to the grievance process as outlined in Article 20 of this agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** It is recognized that an area of responsibility must be reserved to management if the 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 DISTRICT. The following are listed as illustrative of such management functions but should not be considered all inclusive:
- 4.1.1** The determination of the governmental services to be rendered to the citizens of the DISTRICT’S service area.
- 4.1.2** The determination of the financial, budgetary, accounting, and organization policies and procedures.

- 4.1.3** The continuous overseeing of personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the DISTRICT establishing personnel rules and regulations not inconsistent with any other terms of this AGREEMENT.
- 4.1.4** 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 and rates of pay therefore; the determination of the duties and qualifications to be assigned or required and the determination of job classification; the right to assign duties and to determine and assign work schedules; the right to hire, promote, transfer, and retain employees; discipline or discharge for just cause, the right to layoff and recall; the right to reorganize the department, the right to purchase, dispose of and assign equipment or supplies.

ARTICLE 5 – WORK RULES

- 5.1** The UNION agrees that its members shall comply with all Department Rules and Regulations adopted by the DISTRICT. Changes in such rules or changes in Rules and Regulations will be provided to the UNION.
- 5.2** Call-back shifts shall be compensated per ARTICLE 9 of this AGREEMENT.
- 5.3** 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 and regulations. The bargaining unit may in turn offer written input on the proposals for a period of fifteen (15) weekdays following the submission. The DISTRICT and UNION will have systems in place to track receipt and responses.

Exceptions to the above procedure are as follows:

- 5.3.1** 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 of the proposals to the commission.
- 5.3.2** When said addition, revision, or deletion is deemed an emergency by the Fire Chief and/or the Board of Directors; and
- 5.3.3** When a delay in implementation would be detrimental to the operation of the DISTRICT.

ARTICLE 6 – SENIORITY

- 6.1** Seniority shall mean the length of continuous service with the DISTRICT from the most recent date of hire. If the date of hire is the same, the employee that ranked highest on the applicable Civil Service exam shall be the determining factor for seniority purposes.
- 6.2** The first (12) months of employment from the last date of hire shall be the probationary period. During such time, employees may be disciplined or discharged without cause or recourse to the grievance procedure of this AGREEMENT. Thereafter, no employees may be disciplined or discharged except for just cause. The probationary period may be extended by mutual agreement between the DISTRICT and the UNION.
- 6.3** Length of continuous service shall include any approved paid leave. Unpaid leave of over (15) days per occurrence shall not be counted for seniority purposes.
- 6.4** In consideration for promotion, if all other factors are determined by the DISTRICT to be equal, seniority will be the deciding factor.
- 6.5** A seniority list will be updated by the union with each new hire, retirement, termination, or if a person leaves the district and placed in the union binder placed in a location available to all union members.

ARTICLE 7 – LAYOFF AND RECALL

- 7.1** In the event the DISTRICT determines that a reduction in force is appropriate, the DISTRICT shall determine the programs and levels of service to be maintained. Employees shall then be laid off in inverse order of seniority so long as the employees who remain are qualified and certified at the level required to maintain and provide the programs and levels of service which are continued. 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.
- 7.2** Regular employees will have recall rights for eighteen (18) months of length. No new employee shall be hired into a classification until all employees on layoff who are qualified and certified at the level required to restore and provide the programs and levels of service to be continued or reestablished and who are eligible for recall have had an opportunity to return to work.
- 7.3** Notice of recall shall be sent by certified mail to the employee's last known address. Laid off employees are responsible for notifying the DISTRICT of any change of address.

ARTICLE 8 – WAGES

8.1 Wages for employees covered by this AGREEMENT shall be in accordance with the schedule set forth in Appendix “A” attached hereto.

8.2 Employees will receive an increase over their hourly wage for the following certifications:

- Paramedic 9%
- FTO 2%
- PRECEPTOR 2%

8.3 Preceptor Incentive / Field Training Officer (FTO) Incentive. The DISTRICT will set criteria for FTO and Preceptor positions and will approve a FTO position. Members must meet training requirements set by the district prior to being assigned as a FTO or Preceptor.

8.3.1 Field Training Officer:

District employees who are functioning as the qualified field training officer for a probationary employee, shall receive two (2%) additional pay over their base pay for the shift hours during which the probationary employee is assigned to that FTO while the probationary employee fulfills EMS requirements. To qualify, the employee must be designated as the field training officer by the Chief or shift officer for the day the incentive is paid.

8.3.2 Preceptor:

The qualified and predesignated preceptor shall receive the two (2%) incentive pay for precepting paramedic students/interns. To qualify, the employee must be designated as the preceptor for the day the incentive is paid. This incentive will only be paid to the preceptor if the paramedic school provides reimbursement to the DISTRICT for providing the internship. This position is voluntary.

8.3.3

Article 8.3, 8.3.1, and 8.3.2 will be evaluated after implementation.

8.4 Employees shall receive a Longevity pay incentive as follows:

- Day 1 of Year 11 through year 15
 - 1% increase above their current Base wage
- Day 1 of Year 16 through year 20
 - 1.5% increase above their current Base wage
- Day 1 of Year 21 through separation
 - 2 % increase above their current Base wage.

8.5 Promotion to the rank of Lieutenant: To advance to Step 2, must meet requirements of position and 1 year of probation.

- Step 1 - 4% increase over TSFF, during probation.
- Step 2 - 8% increase over TSFF, after probation.

8.6 Promotion to the rank of Captain: To advance to Step 2, must meet requirements of position and 1 year of probation.

- Step 1 (0-6 months) - 4% increase over top step Lieutenant, during probation.
- Step 2 (7-12 months) – 8% increase over top step lieutenant, during probation.

8.7 Promotion to the rank of Battalion Chief: To advance to Step 2, must meet requirements of position and 1 year of probation.

- Step 1 (0-6 months) - 4% increase over top step Captain, during probation.
- Step 2 (7-12 months) – 8% increase over top step Captain, during probation.

8.8 When Acting in Capacity (AIC) the employee working out of class shall receive 8% above their hourly wage, not to exceed the next higher rank, for the duration of the time working out of class. This usually will be for a set duration and in whole hour increments.

8.9 All pay raises will be retroactive to Article 8.9 should negotiations exceed contract length.

ARTICLE 9 – HOURS/OVERTIME

9.1 The normal work schedule for 56-hour shift employees is twenty-four (24) hours on duty and forty-eight (48) hours off. The normal work schedule for 40-hour daytime employees shall be forty (40) hours per week, 10 hours per day, four consecutive days per week unless otherwise mandated by the Fire Chief. This position may occasionally rotate into a 24-hour shift to cover the shift employees' position, however, the 40 hours per week shall be the maximum hours worked for regular pay.

9.2 Eligible employees required to work more than the above schedule, except trade time, shall be paid for such extra hours at one and one half (1.5) times their regular rate of pay.

9.3 Eligible forty (40) hour per week suppression employees who are required to work more than forty (40) hours per week shall be paid at one and one half (1.5) their hourly rate of pay for each hour of extra time worked. All employees who work a call shift for a 56-hour per week member, including 40-hour suppression employees, will be compensated at their equivalent 56-hour overtime rate.

- 9.4** Employees transferring from shift work to a forty (40) hour week will have their hours and benefits converted to assure the same total dollar value for the given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the forty (40) hour week to shift work. Benefits for this section are defined as vacation and sick leave. The factor going from 40 to 56 Hour schedule is to multiply all balances by a factor of 1.4, for those going from 56 to 40 is to divide the balances and hourly rate by 1.4.
- 9.5** A minimum of two (2) hours' overtime pay shall be granted when an employee is mandated back to work outside their regular work hours. Regular work hours being the standard 56-hour and 40-hour work weeks.
- 9.6** Call shifts shall be distributed equally among shift personnel provided that employees are in the appropriate classification and possess the required certification. In the event no employee signs up for a call shift, the Fire Chief or his Designee will assign it. Employees with the least number of overtime hours on the overtime call board must stay on duty if no employee is available to work an unscheduled time off request (i.e., sick leave, injury, etc.)
- 9.7** When a temporary vacancy above the rank of firefighter occurs, after ninety (90) days, that position may be filled on a temporary basis by the person(s) eligible in 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 their normal rank.

ARTICLE 10 – UNIFORMS

- 10.1** Uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to the employee by the DISTRICT, (shined) black shoes (that can be polished) (thick sole like a Romeo shoe) or all leather boots minimum eight (8) inches in height, but excludes personal shoes, belts, and holsters. The DISTRICT shall replace them as necessary. No unapproved pins or identification shall be displayed.
- 10.2** The District understands the importance of the union and lets members wear Union belt buckles. The district allows IAFF stickers on all apparatus union members respond to emergency and non-emergency calls with.
- 10.3** Class C uniforms may be allowed between the hours of 1900-0730 unless planned public contact.

ARTICLE 11 – VACATIONS / HOLIDAYS

- 11.1** Employees shall begin earning vacation from their first day of employment. Employees shall be eligible to use vacation after five months of continuous employment.
- 11.2** Vacation scheduling shall be on a seniority basis for one period per year. Two weeks' advance notice is required. Shorter notice may be given, provided the employee arranges their own relief and the Chief approves of the vacation and the relief. A maximum of five (5) shift personnel can be on vacation at any given time. Forty (40) hour employees will be paid base pay for normal working hours when covering sick/vacation hours. The Fire Chief may make exceptions to this rule for District coverage/business.
- 11.3** Employees may, at their option, take pay in lieu of time off. Such "cash in" shall be limited to no more than one shift per quarter. A maximum of 96 hours of Vacation may be cashed out into the employees 457 plan once a year in December. Employees must have a minimum of one (1) year accrued vacation after the 96-hour withdrawal in their vacation accrual. Per Article 9.4 employees transferring hours from daytime (40 hr week) to shift (24 hr. week) will have their hours converted to assure the same dollar value for the given benefit.
- 11.4** No Employee may accrue a vacation balance more than double the annual accrual. Any Employee with the maximum accrued vacation will forfeit additional vacation accruals. If an employee has had vacation denied, excess accumulated time shall be paid for by the DISTRICT at the regular rate. Employees may decide to put this into a 457 plan, or cash out option. Excess time shall otherwise be forfeited. If an employee's vacation is cancelled by the district the employees' vacation shall be returned to the vacation bank with no requirement to cash out if the time returned exceeds the employees vacation cap the employee must use the returned vacation within ninety (90) days.
- 11.5** 24-hour personnel shall be credited with an additional nine (9) hours per month of vacation hour accrual to compensate for holiday pay. These hours are tabulated as regular vacation hours and the two-year maximum accrual number. Holiday accruals are reflected in the vacation tables below.
- 11.6** For the daytime 40 hr. Personnel, the following holidays may be worked with approval of fire chief, holiday that is worked must be utilized during current work period.

New Years Day
 Presidents Day
 Memorial Day
 Veterans Day

Independence Day
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving

Day Before Christmas
 Christmas Day
 Day Before New Years

11.7 24-hr Shift Employee Vacation Accrual

<u>Anniversary Year Completed</u>	<u>Shifts Per Year</u>	<u>Hours Per Month</u>
1	8.5	17
2 through 4	11.5	23
5 through 10	13.5	27
11 through 15	15.5	31
16 through 20	16.5	33
20 +	17.5	35

11.8 40 hr. Daytime Staff Vacation Accrual

<u>Anniversary Year Completed</u>	<u>Shifts Per Year</u>	<u>Hours Per Month</u>
1	7.2	6
2 through 4	12	10
5 through 10	15.6	13
11 through 15	19.2	16
16 through 20	20.4	17
20 +	22.8	19

ARTICLE 12 – TRADE TIME

12.1 Employees shall have the right to trade time provided that the following conditions are met:

- Employees must possess equivalent certification and job skills.
- Trades shall be the responsibility of the involved employees.

ARTICLE 13 – INSURANCE

13.1 The DISTRICT shall make available family health and dental insurance coverage for eligible full-time employees and eligible dependents. Coverage shall be substantially equal to or better than that currently in effect. The DISTRICT shall have the sole right to select the carrier. Except that if the carrier unilaterally changes the existing plan benefits, deductibles etc., bargaining may be reopened by either party to address the change.

13.2 Effective July 1st, 2023, the DISTRICT shall pay up to \$2,600 each month for each eligible employee and his/her dependents towards the required premiums for health and dental insurance. Any premium increase over these amounts shall be shared by the DISTRICT and the EMPLOYEE in an equal amount a 50/50 share of any dollar amount over this cap) for the duration of this agreement.

- 13.3** The DISTRICT shall reimburse EMPLOYEES a maximum of \$30 per month for their individual Life Insurance Policy of their choice. The EMPLOYEE shall show proof of a current Life Insurance Policy to receive the reimbursement. Any Individual Policy that is less than \$30/month shall be reimbursed in full (the actual cost as opposed to a generic \$30/month). Reimbursement will occur on a biannual basis with payments after the regularly scheduled board meeting in June and to be paid by June 31st and after the regularly scheduled board meeting in December and to be paid by December 31st of each year.
- 13.4** The DISTRICT shall provide life insurance in the amount as currently required by State Statute at no cost to the eligible employees.
- 13.5** The District shall pay \$1,500 per employee per year in an employee's VEBA account effective July 1, 2018; and every year thereafter.
- 13.6** A "Vested" employee shall be defined as an employee that has been employed for one year of continued service.
- 13.7** The District will pay the employees portion of Paid Leave Oregon (PLO). PLO rules will apply with rules for PFLMI Leave. The difference between PLO compensation and employees base wage can be made up with accrued leave. The following will apply:
- The EMPLOYEE shall sign over all checks received from PLO and the period for which the compensation was received to the DISTRICT as they are received. Checks signed over to the district will be reimbursed to the employees used accrued leave during the period the employee has been on PLO.

ARTICLE 14 – RETIREMENT

- 14.1** The DISTRICT shall continue to pick up, assume and pay the employee contribution to the Public Employees Retirement System (PERS). Such payment of employee member monthly contributions to the System shall continue for the life of this Agreement.
- 14.2** The DISTRICT shall forward to PERS, employee's elected amount to be credited toward additional Police and Fire Units.
- 14.3** The full amount of required employee contributions paid by the DISTRICT on behalf of employees pursuant to this Agreement shall be considered as "salary" for the purpose of computing an employee member's "final average salary" within the meaning of the applicable Oregon Revised Statute but shall not be considered as "salary" for the purpose of determining the amount of the employee contributions required to be contributed. Such "pick up" or paid employee contributions shall be credited to employee accounts pursuant to Oregon Revised Statute and shall be employee contributions.

- 14.4** At the time of employee's retirement, the DISTRICT will report all the employee's accumulated but unused sick leave days to PERS for use in computing the employee's final average salary.
- 14.5** The DISTRICT may offer members separating from the district for reasons of regular service retirement through the Return from Retirement (RFR) program. This program is acknowledged to be a separate union employment contract with the employer and is mutually beneficial to the District and the Union. With that said, the following program is at the sole discretion of the district with the following rules applying:
1. The duration of the RFR program will be 60 (24 hours) shifts or 96 10-hour workdays immediately following separation from the district. The duration can be modified per state and federal laws with approval from the district and union.
 2. The member shall only work his/her regularly scheduled shift for the duration of the program. The member is eligible for one trade shift per month and call shifts/overtime shifts in emergencies at the Chiefs discretion. The RFR member will be allotted 120 hours paid time off at the beginning of the agreement. Unused paid time off is ineligible to be cashed out or used past the RFR agreement.
 3. The RFR member continues to receive his/her regular hourly rate prior to separation including all incentives.
 4. The RFR member shall follow all current leave practices when requesting unpaid time off during the duration of the RFR.
 5. Regarding the PERS pick-up, IAP, and employer share of the PERS contribution on behalf of the member shall not be paid.
 6. Medical insurance and dental insurance will continue to be paid by the employer during the calendar months they are working.
 7. The employee and employer shall give thirty (30) day notice prior to severing the RFR agreement if the full duration is not completed before permanent separation.
 8. Article 20 "Discharge and Discipline" does not apply to at-will RFR program participants.
 9. Article 21 "Grievance Procedures" does not apply to at-will participants during the RFR program.
 10. The RFR member is responsible for tracking all hours worked under this program.

14.6 The Fire District agrees to enroll all Tier 2 and OPSRP Molalla Bargaining Unit members into the International Association of Firefighters (IAFF) Medical Expense Reimbursement Plan (MERP) effective July 1, 2023. In the event of enrollment in the (IAFF) Medical Expense Reimbursement Plan (MERP), all Molalla Tier 2 and OPSRP members will be a defined class in accordance with the IAFF MERP rules.

- Enrollment in the (IAFF) Medical Expense Reimbursement Plan (MERP), participation, consistent with the IAFF MERP rules, shall be mandatory for all bargaining unit members within the defined class of OPSRP and Tier 2.
- The Fire District agrees to contribute \$75 per month for each member in the MERP defined class. Tier 2 can opt out and will receive \$75 per month into their VEBA in lieu of a MERP contribution.
- Bargaining unit members may establish a supplemental contribution rate utilizing payroll deduction consistent with MERP policy.

ARTICLE 15 – SICK LEAVE

15.1 Sick leave is compensated time from duty due to non-job-related illness or injury. An employee who suffers an on-the-job accident or injury while in the employment (W-4 and I-9 forms filed) of another employer shall be excluded from use of sick leave benefits. Exclusions to this rule include CPR, EMT, Fire based training and EMS/Fire exam proctoring. 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.

15.2 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. If more time is necessary, the DISTRICT may grant up to an additional ninety (90) days of unpaid leave. Unpaid leave of more than ninety (90) days may be granted with DISTRICT approval.

15.3 Sick leave shall accrue at the rate of 16 hours per month for the shift employee, and 12 hours per month for the daytime employee position.

15.4 The maximum accrued hours for the shift employee shall be 1920 hours. The maximum accrued hours for the daytime employees shall be 1372 hours.

15.5 Sick time DOES ACCRUE to a member:

- For all normal “on duty time”
- During the first twelve months of continuous absence due to an occupational or service-connected disability.
- While on leave of absence with full pay.
- While on vacation.

15.6 Sick time DOES NOT ACCRUE to a member:

- For extra time worked (overtime, call, or trade shifts).
- While on leave of absence without pay.
- While on extended military leave (beyond two-week encampment or cruises).
- While on non-district related disability.

15.7 56-hr work week members will be allowed ten (10), twenty-four (24 hr.) shifts off sick leave for the birth of a child, new foster child, or adoption. 40-hour work week members will be allowed sixteen (16), ten (10) hour shifts for the birth of a child, new foster child, or adoption.

15.8 Sick leave may be dealt from member to member if District and both members approve. Member donating must have a minimum of 384 (2 years) accrual hours. Members may donate up to 24 hours per quarter. Per Article 9.4 employees transferring hours from daytime (40 hr. week) to shift (24 hr. week) will have their hours converted to assure the same dollar value for the given benefit.

15.9 An employee may use their accumulated sick leave in the event of a serious illness, injury, or hospitalization of an immediate family member. A firefighter's immediate family shall be considered to include spouse or spousal equivalent, parent, child, or sibling.

15.10 The District may require a doctor's note for any of the following reasons:

- Employees take more than three consecutively scheduled workdays of sick time.
- The need for sick time is foreseeable and is projected to last more than three consecutively scheduled workdays.
- Employees use sick time without providing notice required by the employer's sick time policy (which may not be more than 10 days advance notice for foreseeable use of sick time or more notice than is practicable in the event of an unforeseeable use of sick time)
- The DISTRICT has sufficient evidence to suspect that you are abusing sick time, including engaging in a pattern of absenteeism.

ARTICLE 16 – INJURY LEAVE

16.1 Injury leave is the time off from duty due to compensable job-related illness or injury.

- Injury leave shall not exceed one (1) year per incident.
- Injury leave shall not be deducted from an employee's other accrued leave.
- The DISTRICT shall compensate an employee off on injury leave in an amount equal to the difference between the employee's regular straight-time net earnings and the amount the employee receives in worker's compensation payments.
- The EMPLOYEE shall sign over all checks received for worker's compensation and the period for which the compensation was received to the DISTRICT as they are received.

16.2 Notwithstanding any of the above, an employee shall retain the right to return to work for up to eighteen (18) months following the date of injury or illness, provided that the employee provides the DISTRICT with a full release from a DISTRICT approved physician and the employee is qualified and certified at the level required to provide programs and level of service offered by the DISTRICT at the time of the employee's release. However, in the event the DISTRICT modifies qualifications or certification during the employee's absence, said employee shall have the same period as allowed other employees to obtain or meet those qualifications or certifications.

16.3 During the period an employee is off on injury leave, the employee will continue to accrue seniority in the same manner as if the employee was working. However, no eligibility for any forms of paid leave shall accrue during such a period.

16.4 The DISTRICT will pay up to the amount provided active employees toward required insurance premiums.

ARTICLE 17 – COMPASSIONATE LEAVE

17.1 For shift personnel, the following compassionate leave shall be allowed:

- Four (4) shift's funeral leave for the death of a spouse or a child or ex-spouse if children are involved. The employee has the option to use an additional six (6) shifts of sick time for the death of a spouse, child, or ex-spouse if children are involved.
- Two (2) shift's funeral leave for the death of a mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

17.2 For daytime personnel, the following compassionate leave shall be allowed.

- Eight (10) hour days for the death of a spouse, child, or ex-spouse if children are involved. The employee has the option to use an additional 10 shifts of sick time for the death of a spouse, child, or ex-spouse if children are involved.
- Four (10) hour days for the death of a mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

17.3 Up to four (4) hours may be granted when an employee serves as a pallbearer. Such time off shall be granted with no reduction in pay, sick leave, or vacation time.

17.4 Accumulated sick leave may also be used for additional Compassionate Leave required that is not covered under this AGREEMENT and approved by the Fire Chief.

ARTICLE 18 – LEAVE WITHOUT PAY

18.1 An employee may be granted leave without pay for up to six (6) months when the work of the DISTRICT will not be seriously handicapped by his absence. Requests for such leaves must be in writing and must establish a reasonable justification for approval by the Fire Chief.

ARTICLE 19 – DISCHARGE AND DISCIPLINE

19.1 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 DISTRICT, and to prevent reoccurrence 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, they 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.

19.2 Discipline or discharge shall be for just cause only. Discipline shall normally be progressive in nature except in situations where the nature of the offense is such that more stringent discipline (which may include termination) is appropriate.

19.3 Progressive discipline for infractions include, but are 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. Exceptions or deviations from the normal procedure may occur whenever the DISTRICT deems it appropriate, case by case.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement and/or violation of existing working conditions or practices.

20.2 Grievances must be presented within fifteen (15) calendar days of the occurrence of the event from which the grievance derived or from the date the employee knew or reasonably should have known thereof. The grievance shall be reduced to writing and signed by the affected employee and the UNION, and to be valid, shall include the following information:

- 1. A statement of the grievance and the facts upon which it is based.
- 2. The specific section of this Agreement to which the grievance relates.
- 3. The remedy sought.

Step 1: A copy of the grievance shall be forwarded to the Fire Chief, who shall within fifteen (15) calendar days, render a written decision after meeting with the aggrieved employee and/or the UNION representative. If the grievance is not resolved, the UNION, may within fifteen (15) calendar days of the UNION'S receipt of the Chief's decision, proceed to step 2.

Step 2: The grievance, along with all pertinent written information shall be submitted to the Board of Directors. The Board shall meet with the aggrieved employee and/or the UNION representative and shall render a decision within forty-five (45) calendar days. If the Board's decision does not resolve the grievance, it may be processed as outlined in Step 3.

Step 3: In the event the parties cannot mutually select an arbitrator, a list of five (5) Oregon arbitrators shall be requested from the Employment Relations board and the parties, beginning with the UNION, shall alternately strike one (1) name until one (1) person is left. The person left is the arbitrator. The arbitrator shall render a decision in thirty (30) days.

- 20.3** The arbitrator's authority shall be limited to interpretation of the Agreement and its application. The arbitrator shall have no authority to add to, delete from or otherwise modify this Agreement.
- 20.4** Each party shall be responsible for all costs of presenting its positions to the arbitrator and for one-half the cost of the arbitrator.
- 20.5** Should the UNION or EMPLOYEE fail to abide by the specific timelines, the grievance shall be deemed to have been waived. Should the DISTRICT fail to abide by those timelines, the grievance shall automatically proceed to the next step. Timelines may be extended by mutual agreement of the parties.
- 20.6** A grievance may be terminated at any time upon receipt of a signed statement from the party filing the grievance that the matter has been resolved.

ARTICLE 21 – UNION SECURITY

- 21.1** If any provision of this agreement or application of such provision should be found invalid by court or legislative action the remaining parts or portions of this agreement shall remain in full force and effect.
- 21.2** The Union will provide information to the DISTRICT that an employee has knowingly and voluntarily agreed to have Union Dues and Union Assessments deducted from the individual members' pay monthly. The DISTRICT will make deductions from the employee's monthly pay and remit the deducted amount to the Union via Electronic transfer once a month or for each payroll cycle. The DISTRICT will provide a roster in an excel format approved by the Union for distinction between Dues and other assessments and PAC contributions.
- 21.3** The Union shall provide a list of Union members to the DISTRICT and the voluntary list of deductions, along with any new members at time of employment. The Union shall be the custodian of membership cards and shall provide the DISTRICT with proof of membership at the employer's request within ten (10) weekdays.
- 21.4** The terms of this agreement have been made for all employees in the bargaining unit and not only for the members of the Union.
- 21.5** The DISTRICT shall provide an electronic list of new employees hired into positions represented by the Union at the time of employment.
- 21.6** The District shall notify the Union of the date and time of new member orientation and allow sixty (60) minutes of time during the orientation to provide information about Union membership.
- 21.7** The Union may provide voluntary fees authorization requests for voluntary fees deductions on behalf of employees in the bargaining unit who are not Union members. These voluntary fee deductions are done in the same manner outlined in Article 21.2

- 21.8** The Union will indemnify, defend, and hold the employer harmless against any claims instituted against the employer on account of any payroll deductions for the Union. The Union agrees to refund to the employer any amount paid in error. There is no charge for withdrawal of voluntary Union Dues or assessment to the Union.
- 21.9** One union representative shall be allowed time with pay as may be required to attend in house labor/management meetings, labor agreement negotiations, or meetings scheduled under grievance procedure, provided that such time off falls within their regular work schedule. A second union representative may be allowed if observing the shop steward is needed for succession planning. Time and one-half pay shall not be paid specifically for Union business except at the discretion of the Fire Chief. This will not interfere with the efficiency of the DISTRICT.
- 21.10** 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. This will not interfere with the efficiency of the DISTRICT.
- 21.11** 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 day and shall not consume more than one hour of time on weekdays between 0800 to 1700.

ARTICLE 22 – HEALTH AND WELLNESS

- 22.1** The DISTRICT and the UNION recognize that the fitness for duty of a member is of vital concern. It is the members' responsibility to remain medically fit. The DISTRICT supports fitness and will allow time during the workday for physical fitness activities. A fitness period of 1.5 hours, uniform to uniform, will be set aside for shift and daytime personnel. The company officer will coordinate workout times to not interfere with regular work activities and may allow individuals to work out at different times of the day to facilitate equipment usage and scheduling conflicts. The DISTRICT encourages all personnel to participate in these workouts.
- 22.2** The parties recognize that the medical fitness for duty of an employee is of vital concern to both the District and the Union. It is the employee's responsibility to remain medically fit. Accordingly, the following procedure and practices are agreed to.

- 22.3** Employees will undergo a medical examination based upon the district's schedule and conducted by the district's physician, who will provide a determination of the employee's medical fitness for duty prior to initial start date. The DISTRICT will provide yearly medical exams during regularly scheduled shifts at no cost to the members. Participation is mandatory. The scheduling of annual medical exams will be done by the DISTRICT. DISTRICT vehicles may be used. Exams must be completed during the three (3) hour time frame allotted by the DISTRICT. If the time exceeds three (3) hours contact the On-duty Company Officer or Fire Chief.
- 22.4** Employees will cooperate with any relevant medical inquiry or evaluation conducted by the district physician. This may include the production of relevant medical records and history. The district physician being a MD or DO other than the DISTRICT's medical director.
- 22.5** If the District physician declares an employee is unfit for duty, the physician will inform the employee first of the decision and the medical basis for it. The decision will be confirmed in writing to the employee and the DISTRICT within five (5) weekdays. If declared unfit for duty during the five (5) day waiting period, the employee will be placed on light duty and compensated at the employee's normal wage rate. The employee will have thirty (30) days to deliver results from the employee's primary care physician to the DISTRICT and will be placed on light duty and compensated at the employee's normal rate during the thirty (30) day waiting period. If extenuating circumstances exist, the employee may be able to extend the thirty (30) days with the approval of the Fire Chief.
- 22.6** If an employee is declared unfit for duty by the DISTRICT physician, the DISTRICT will follow all applicable laws pertaining to alternate work.
- 22.7** Alternate work may continue while temporary, available, and suitable work exists or until the medical condition is determined to be stationary and a long-term career decision is made.
- 22.8** The employee placed in an alternative assignment due to a non-work-related illness or injury under this article will receive 100 % of the employee's normal base salary for non-current work-related assignments for a period of up to three (3) months, as work is available which will be determined by the district. If the DISTRICT determines there is a need for longer duration Light Duty, this will be determined by the district and union on a case-by-case basis.

- 22.9** If the opinion of the district's physician and the opinion of the employee's treating physician are in conflict as to the employee's fitness for duty, the conflict will be resolved in the following manner.
- Upon being informed of being declared medically unfit for duty by the district, an employee may sign a release for their pertinent medical records to be examined and evaluated by the UNION and DISTRICT.
 - If the UNION then disagrees with the DISTRICT physician's decision, the DISTRICT and the UNION will mutually pick a third physician to send the employee to for evaluation. The DISTRICT and the UNION shall equally share any additional cost for this examination. The decision of that physician shall be binding upon the DISTRICT, the UNION, and the affected employee. During the waiting period the DISTRICT will place the employee on light duty and compensate the employee at the employee's normal wage rate.
- 22.10** If the DISTRICT does not have sufficient alternative work to reasonably accommodate all employees who need it, preference among employees will be given solely based on seniority as defined in Article 6.
- 22.11** It is recognized that the district must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). The Union will cooperate with the district's efforts to make reasonable accommodation for the physical and mental disabilities of employees. These efforts may include, in appropriate cases, waivers of seniority and other rights under this agreement. Should the District need to change any current policy or practice to comply with the provisions of ADA or ADEA, the DISTRICT will follow the correct procedures regarding changes in work rules.
- 22.12** This Article does not limit the DISTRICT ability to participate in an early return-to-work program under the workers' compensation laws and in cooperation with the DISTRICT's workers' compensation carrier.
- 22.13** Examples of alternate work assignments include but are not limited to the following: preparing curriculum for training sessions, instructing classes, data entry, fire inspections, filing or clerical activities that are consistent with the medical limitations and the skills, knowledge, and abilities of the employee.

ARTICLE 23 – DEFERRED COMPENSATION

- 23.1** All employees may contribute to the federally allowed percentage of their gross monthly wage to a deferred compensation plan established by the DISTRICT, as part of their retirement plan.
- 23.2** The DISTRICT shall pay two percent (2%) of each employee's wage into the established 457 Deferred Compensation Plan.

ARTICLE 24 – SAVINGS CLAUSE

- 24.1** Should any provision of this Agreement be found in violation of any Federal or State law, any ruling by any administrative agency having jurisdiction, or a decision by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall be considered as severable and remain in full force and effect for the duration of this Agreement. The parties agree to meet and negotiate as soon as reasonably possible for a substitute for any provision declared in violation of Federal or State law or administrative ruling if substitution is possible.

ARTICLE 25 – DURATION

- 25.1** This Agreement shall go into effect July 1st, 2023, and shall remain in effect through June 30th, 2025. It shall remain in full force and effect from year to year thereafter unless either the DISTRICT or the UNION shall serve written notice on the other at least sixty (60) days prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.

If this Agreement, or any portion thereof, is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction, and if such order requires any payment by the DISTRICT, or repayment by the DISTRICT by one or more members of the Board of Directors or for any officer or employee of the DISTRICT as a result of such determination, the UNION, its individual members, any successor organizations shall hold harmless and indemnify those responsible for such payment or reimbursement, including any ordered interest. Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one (1) year from the expiration of any appeal period applicable to the determination necessitating the implementation.

SIGNATURES

IN WITNESS WHEREOF, the parties to this Appendix "A" have executed the same by their officers and agents as duly authorized on this 18th day of October, 2023

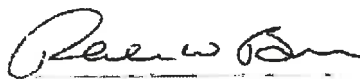
FOR THE DISTRICT:


Michael Towner, President
Board of Directors


Vince Stafford
Fire Chief

FOR THE UNION:


Mark Corless, President
IAFF Local 1159


Robbe Boren
Molalla Shop Steward
IAFF Local 1159

Appendix A

Shift		Firefighter	Lieutenant	Captain	Battalion Chief	
2920 hrs/yr		EMT	EMT	EMT	EMT	
Starting Wage		\$22.07/hr.	\$31.65/hr.	34.17/hr.	\$36.91/hr.	
Upon Completion of One Year		\$24.03/hr.	\$32.86/hr.	\$35.49/hr.	\$38.33/hr.	
Upon Completion of Two Years		\$27.68/hr.				
Upon Completion of Three Years		\$30.43/hr.				
Days		Firefighter	Lieutenant	Captain	Battalion Chief	
2080 hrs/yr		EMT	EMT	EMT	EMT	
Starting Wage		\$30.98/hr.	\$44.43/hr.	\$47.99/hr.	\$51.82/hr.	
Upon Completion of One Year		\$33.73/hr.	\$46.14/hr.	\$49.83/hr.	\$53.82/hr.	
Upon Completion of Two Years		\$38.86/hr.				
Upon Completion of Three Years		\$42.72/hr.				

Effective July 1st, 2023

*Salaries shall be increased across the board by the amount equal to CPI**

(Min 2%- max 5%)

Effective July 1st, 2024

*Salaries shall be increased across the board by the amount equal to the CPI**

(Min 2% - max 5%)

**CPI shall mean the Consumer Price Index as listed by the U.S. Department of Labor, percent change, year ending February. All Urban Consumers, West.*

Deferred Compensation Increase

Effective July 1st, 2023:

Deferred Compensation shall increase for all employees covered by this agreement by the amount of 0.5%. Total amount 2.5% contribution by the DISTRICT.

Effective July 1st, 2024:

Deferred Compensation shall increase for all employees covered by this agreement by the amount of 0.5%. Total amount 3% contribution by the DISTRICT.