



# Labor Agreement 2017 – 2020

Rogue Valley Professional Firefighters  
and  
Jackson County Fire District 3



**JACKSON COUNTY FIRE DISTRICT 3 AND**  
**ROGUE VALLEY PROFESSIONAL FIRE FIGHTERS LOCAL 1817**  
**2017 - 2020 FY - LABOR AGREEMENT**

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## AGREEMENT

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of June, 2017, by and between FIRE DISTRICT 3 hereinafter referred to as "DISTRICT", and ROGUE VALLEY PROFESSIONAL FIRE FIGHTERS LOCAL 1817, hereinafter referred to as "RVPFF".



# **ARTICLE 1**

## **TERM OF AGREEMENT**

### **1.1      TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2017 to and including June 30, 2020. This Agreement shall remain in effect after the termination date as long as the parties are in the negotiating process.

### **1.2      NEW CONTRACT NEGOTIATIONS**

Negotiations for a contract for the period commencing July 1, 2020 shall be commenced on or before February 1, 2020.

## **ARTICLE 2**

### **DISTRICT AND RVPFF RIGHTS**

#### **2.1 RECOGNITION**

The District recognizes the RVPFF as the sole and exclusive bargaining agent for the purposes of bargaining rates of pay, hours of work, and other conditions of employment for all employees in the Bargaining Unit. The Bargaining Unit shall consist of Captains, Engineers, Firefighters, Deputy Fire Marshals, and Fire & Life Safety Specialist employed more than half time by the District, exclusive of volunteer personnel.

#### **2.2 MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the District and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the District; to determine the facilities, methods, means, and number of personnel required for conduct of District programs and departments; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer employees; to direct, deploy, and utilize the work force; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge employees for just cause in accordance with the provisions of this Agreement.

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above and that all rights and responsibilities of the Board of Directors of the District not specifically modified by this Agreement shall remain the function of the Board.

#### **2.3 STATUS OF AGREEMENT**

This agreement shall not be modified in whole or in part except by another instrument duly executed by the parties. There shall be two (2) signed copies of the final Agreement, one (1) to be retained by the District and the other by the RVPFF.

#### **2.4 UNION MEMBERSHIP**

All employees of the District shall have the right to join and participate or not join and participate in a labor organization. No employee of the District shall be intimidated, restrained, coerced, or discriminated against by the District or the RVPFF or by any other person because of the exercise of these rights.

#### **2.5 POLICY CHANGES**

The District shall notify the RVPFF prior to making changes in matters of employment relations and, upon request by the RVPFF, shall enter into bargaining on the proposed changes prior to implementation. The District shall also give advance notice of proposed changes in District policies and the RVPFF shall be provided an opportunity to comment to the Board on such changes prior to their implementation. If the RVPFF has objections or recommendations on such proposals, RVPFF representatives shall discuss them with the Fire Chief or the Fire Chief's representative prior to making any presentation to the Board.

## 2.6 LEAVE FOR LABOR RELATIONS

Collective bargaining shall be scheduled at mutually convenient times and locations. Members of the RVPFF bargaining team shall be permitted to attend bargaining meetings without loss of pay. If requested by the Fire Chief, or his/her designee, to meet for a labor relations purpose, representatives of the RVPFF (not to exceed three) shall be released from duty without loss of pay if said meeting is scheduled when on duty. The RVPFF will attempt to schedule bargaining meetings at times when the fewest members of the bargaining team are scheduled to work.

## 2.7 FACILITIES PERMISSION

- a. With approval by the District a fire station may be utilized for RVPFF meetings. The RVPFF is encouraged to utilize video conferencing for such meetings to maximize availability in first due areas.
- b. RVPFF members are allowed reasonable access to utilize District email and office equipment for RVPFF business, provided such use does not obstruct the equipment from being utilized for District business.

## 2.8 SAVINGS CLAUSE

The provisions of this Agreement are declared to be severable; and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid, unlawful, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, declared invalid by any order of the Employment Relations Board that has survived appeals, if any, or made illegal through enactment of a federal or state law or through government regulations having the full force and effect of law, such action shall apply only to the specific section or portion thereof, directly specified in the action and shall not invalidate the entire Agreement. The rest of this Agreement's sections, subsections, sentences, clauses, and phrases shall remain valid and in effect.

The invalidated provision(s) shall be subject to renegotiation by the District and RVPFF conditioned upon either party notifying the other in writing, within thirty (30) days of the date the party became aware of the invalidating action, of its desire to enter into such negotiations.

## **ARTICLE 3**

### **COMPENSATION**

#### **3.1 SALARY SCHEDULE**

The following salary schedule reflects a 1.5% COLA increase for each position in the Bargaining Unit for the period of July 1, 2017 through June 30, 2018.

<b>BASE WAGES, Monthly</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Captain	6795	7135	7492	7867	8260
Deputy Fire Marshal	6795	7135	7492	7867	8260
Engineer	5906	6202	6512	6837	7179
Firefighter	5346	5613	5894	6198	6498
Fire & Life Safety Specialist	5346	5613	5894	6198	6498

On July 1, 2018 the minimum COLA increase will be 1.5%. Additionally, if the District's Certified Actual Assessed Valuation Growth (CAVG) is over 4% the 1.5% COLA will increase 0.1% for each 0.1% above the 4% CAVG, up to a maximum of 2.5%. (November 2017 will determine the CAVG for implementation July 1, 2018).

Example: CAVG = 4.1%, COLA = 1.6%  
CAVG = 4.2%, COLA = 1.7%  
CAVG = 5.0%, COLA = 2.5%

On July 1, 2019 the minimum COLA increase will be 1.5%. Additionally, if the District's Certified Actual Assessed Valuation Growth (CAVG) is over 4.5% the 1.5% COLA will increase 0.1% for each 0.1% above the 4.5% CAVG, up to a maximum of 3%. (November 2018 will determine the CAVG for implementation July 1, 2019).

Example: CAVG = 4.6%, COLA = 1.6%  
CAVG = 5.0%, COLA = 2.0%  
CAVG = 5.5%, COLA = 2.5%  
CAVG = 6.0%, COLA = 3.0%

## **ARTICLE 4**

### **SALARY STEP**

#### **4.1 REGULAR FULL TIME EMPLOYEE STEP INCREASES**

Regular, full-time employees of the District shall be eligible for consideration for time-in-grade merit pay increases following satisfactory performance evaluations by supervisors as follows:

- a. To the "B" step of the salary schedule after completion of 12 months of consecutive service in the "A" step.
- b. To the "C" step of the salary schedule after completion of 12 months of consecutive service in the "B" step.
- c. To the "D" step of the salary schedule after completion of 12 months of consecutive service in the "C" step.
- d. To the "E" step of the salary schedule after completion of 12 months of consecutive service in the "d" step.

#### **4.2 EXCEPTIONAL PERFORMANCE**

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of assigned duties, said employee may be given a special merit advancement to the next higher step without regard to the minimum length of service provisions contained in this Article, upon the recommendation of the Fire Chief and the approval of the Board of Directors.

#### **4.3 PAY PERIOD DEFINITION**

For the purpose of this Article, "12 months" shall be construed to mean 26 complete biweekly pay periods.

#### **4.4 IN-GRADE MERIT PAY INCREASES**

In-grade merit pay increases shall be granted upon the approval of the employee's supervisor and the Fire Chief for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the position. An in-grade merit increase shall be effective retroactively to the date of eligibility upon approval of the increase.

#### **4.5 UNSATISFACTORY PERFORMANCE**

An employee who is being paid on a salary step higher than the "A" step may be reduced by one (1) or more steps on the basis of unsatisfactory work performance or conduct. Such action shall require the specific recommendation and charges of the Fire Chief.

- a. The employee shall receive notice of such action and be afforded the rights set forth in Article 21 of this Agreement.
- b. The employee shall be returned to the employee's former salary step at such time as is deemed appropriate by the Fire Chief.

#### 4.6 BEGINNING SALARY STEPS

Newly hired employees shall be compensated at the beginning step of the salary schedule of the job class for which they were hired. The Fire Chief is authorized to hire at any step in the salary range in compliance with District Policy. The provisions of this section shall also apply to re-employed and reinstated employees.

#### 4.7 RECLASSIFICATION TO LOWER PAY RANGE

Incumbent employees reclassified to a lower job class shall retain their rate of pay and their anniversary date for purposes of in-grade merit pay increases. If the "E" step of the salary schedule of the lower job class is lower than the incumbent's rate of pay, the rate of pay shall be identified as the "Y" step of the lower salary schedule. An employee compensated at the "Y" step because of a downward reclassification shall remain in the "Y" step, until such time as the employee's job class is assigned to a salary schedule in which the "E" step is equivalent to or higher than the "Y" step, at which time the employee shall be placed in the "E" step.

#### 4.8 RECLASSIFICATION AT SAME PAY RANGE

An incumbent employee reclassified with a position to an equivalent job class shall retain the same rate of pay and the same anniversary date for purposes of in-grade merit pay increases.

#### 4.9 RECLASSIFICATION AT HIGHER PAY RANGE

An employee who is promoted to a higher job class shall be placed in the step in the higher salary range, which represents an increase of at least five percent (5%). The employee shall be given a new anniversary date for purposes of in-grade merit pay increases in accordance with the provisions of Section 4.1 of this Agreement.

#### 4.10 DEMOTION

An employee who is demoted shall be placed in the step of the lower salary range, which represents a decrease of at least five percent (5%). The employee shall be given a new anniversary date for purposes of in-grade merit pay increases in accordance with the provisions of Section 4.1 of this Agreement.

#### 4.11 DIFFERENT SALARY SCHEDULE

An employee in a job class, which is assigned a different salary schedule as a result of a pay adjustment shall retain the same salary step status in the newly authorized salary schedule and shall retain the same anniversary date for purposes of in-grade merit pay increases.

#### 4.12 MULTIPLE PERSONNEL ACTIONS

When more than one (1) personnel action involving changes in an employee's salary step status becomes effective on the same day, all such changes shall be in the best interest of the employee.

#### 4.13 SPECIAL ASSIGNMENT

Members of the Bargaining Unit who may be appointed to a special assignment shall receive an additional ten percent (10%) of base salary during the period of special assignment. Upon completion of the special assignment, members shall return to their original salary step. When relieved from the special assignment, members shall not suffer any loss of time-in-grade by virtue of having served in the capacity of a special assignment. Any additional expense authorized by the Fire Chief, incurred by the employee as a result of the special assignment, shall be reimbursed to the employee. Special assignment is defined as a work assignment authorized by the Fire Chief outside the normally assigned tasks and hours of work for the purpose of facilitating a program or project.

## **ARTICLE 5**

### **HOURS OF WORK**

#### **5.1 HOURS OF WORK**

The average regular work schedule for shift employees shall be 56 hours based on a 52 week year (2,912 hours annually).

- a. The regular hourly rate of pay shall be the monthly rate divided by 242.7.
- b. The work period shall be 0800 to 0800 for 24 hours.
- c. No member shall be permitted to work in excess of 72 consecutive hours.
- d. For purposes of hours worked, Daylight Savings Time and Standard Time changes will not impact hours worked for purposes of overtime calculations or leave accruals.
- e. Hours of work may be changed by mutual agreement between the District and the RVPFF.

#### **5.2 WORK SCHEDULE**

The work schedule is referred to as the "Modified Kelly Schedule."

- a. Under the provisions of FLSA Section 7 (k), the work period cycle shall be 27 days.

Effective January 12, 2018, the 48/96 work schedule will run on a trial period from January 12, 2018 through the end of the last day of the FLSA period beginning in December 2020.

Final determination of the 48/96 work schedule will be subject to negotiations in 2020 and based on findings of fatigue studies, science, employee experience, and departmental experience. If the 48/96 work schedule is not continued, the parties agree to return to the prior work schedule commonly referred to as the "Modified Kelly Schedule" or agree to a new schedule.

- a. Under the provisions of FLSA Section 7 (k), the work period cycle shall be 24 days.
- b. In years where one Shift (i.e. "A-Shift") is assigned to work Christmas Eve (December 24<sup>th</sup>) as well as Christmas Day (December 25<sup>th</sup>), an adjustment in the scheduled work period shall occur. The "Shift" scheduled to work December 23<sup>rd</sup> shall work December 24<sup>th</sup> and the "Shift" scheduled to work December 24<sup>th</sup> shall work December 23<sup>rd</sup>.

#### **5.3 TEMPORARY CHANGE OF WORK SCHEDULE**

Shift employees who transfer from the 56-hour work schedule to a 40-hour work week due to a special assignment will have their wages and leave accruals converted to assure the same total dollar value for the given time. The conversion factor used for changes is 1.4 (hourly rate or accrual rate times 1.4). The monthly conversion factor is 173.3 (monthly salary divided by 173.3 equals adjusted hourly rate).



## **ARTICLE 6**

### **PAYDAY**

#### **6.1      PAYDAY**

Regular salaries and compensation for all members of the Bargaining Unit shall be paid on a biweekly basis, with payday being every other Friday. When a payday occurs on a Friday that is a holiday, payroll is issued on the previous business day that does not constitute a holiday.

## **ARTICLE 7**

### **EXTRA PAY**

#### **7.1 OVERTIME**

Time worked in excess of the regular work week, work day, or shift shall be compensated for such extra work at the rate of one and one-half (1 ½) times the regular hourly rate of pay or greater as required by Fair Labor Standards Act or Oregon Law.

The FLSA overtime threshold for hours worked in a 27-day work period cycle is 204. Actual hours scheduled in the 27-day work period cycle equate to 216 hours. In addition to the employee's regular salary, hours worked in excess of the 204, up to the 216 hour threshold will be paid at the half (0.5) time rate of the employee's regular rate of pay, including all applicable wage augments.

In conjunction with the trial of the 48/96 schedule, effective January 12, 2018, the FLSA overtime threshold for hours worked in a 24-day work period cycle is 182. Actual hours scheduled in the 24-day work period cycle equate to 192 hours. In addition to the employee's regular salary, hours worked in excess of the 182, up to the 192 hour threshold will be paid at the half (0.5) time rate of the employee's regular rate of pay, including all applicable wage augments.

All authorized accrued leave (vacation, sick, holiday) will be counted as "hours worked" when computing overtime premium pay in accordance with Oregon law (ORS 652.080).

All overtime will be paid on the payroll date greater than 72 hours that follows the 27 (or 24)-day cycle end.

#### **7.2 TIME CALCULATION**

Any extra hours worked shall be calculated to the nearest one-quarter (¼) hour, or such lesser period required by the Fair Labor Standards Act or Oregon Law.

- a. Except when deviations are justified by special circumstances, employees shall be offered additional hours in accordance with the callback procedures agreed to by the District and the RVPFF. This procedure shall not apply to early callback and holdovers.

#### **7.3 ATTENDANCE AT CASE REVIEW, TRAINING AND EDUCATION**

When employees attend case reviews while off duty, the District shall compensate the employee for the time spent in attendance and in accordance to Article 7.1. No employee shall be compensated for attendance at case reviews that exceed the minimum number required for recertification. Employees may be able to attend case reviews while on duty at the District's discretion.

With the exception of required case reviews, there shall be no extra compensation for time spent attending meetings of any kind which are for the purpose of education or training, unless such meetings are required by the Administration, are held while the employee is off-duty, and notice is given in writing that attendance at the meeting is a condition to retention of rank or employment.

Extra compensation paid under this section shall be at the regular rate of pay or such greater amount that may be required by the Fair Labor Standards Act or Oregon Law.

#### 7.4 EDUCATION INCENTIVE

Employees hired prior to July 1, 2014 who acquire an Associate Degree shall receive, in addition to the compensation and benefits provided in this Agreement, three and one-half percent (3.5%) per month (percentages based on E step of Firefighter range).

Employees hired prior to July 1, 2014 who acquire a Bachelor Degree shall receive, in addition to the compensation and benefits provided in this Agreement, five percent (5%) per month (percentages based on E step of Firefighter range).

No employee shall receive educational incentives totaling more than five percent (5%). Each employee is entitled to receive an education incentive for a maximum of one (1) degree. It is the responsibility of the employee to notify Administration of such acquisition.

Employees hired after July 1, 2014 who acquire an Associate degree shall receive, in addition to the compensation and benefits provided in this Agreement, one percent (1%) per month (percentages based on E step of Firefighter range).

Employees hired after July 1, 2014 who acquire a Bachelor's degree shall receive, in addition to the compensation and benefits provided in this Agreement, two percent (2%) per month (percentages based on E step of Firefighter range).

No employee shall receive educational incentives totaling more than two percent (2%). Each employee is entitled to receive an education incentive for a maximum of one (1) degree. It is the responsibility of the employee to notify Administration of such acquisition.

#### 7.5 EMS INCENTIVE

All employees who are licensed as AEMT, EMT Intermediate, or Paramedic shall receive the following incentive (percentages are based on E step of Firefighter range):

- |                     |                 |
|---------------------|-----------------|
| 1. AEMT             | 3.0% per month  |
| 2. EMT Intermediate | 5.0% per month  |
| 3. Paramedic        | 11.0% per month |

To maintain the incentive provided in this section, the employee must meet the minimum State of Oregon and local requirements necessary for the respective EMT level.

40-hour employees hired after June 30, 2017 whose primary duties do not include emergency medical response are not eligible for EMS incentive.

#### 7.6 EMS RECERTIFICATION

The District shall pay the recertification fees for all EMTs who complete the continuing education standards as set by the Oregon EMS & Trauma Systems and the District. All recertification-related forms, instructions, and applications requested by the District must be completed and submitted by the employee by the deadlines indicated by the District.

7.7      EMS CERTIFICATION CHANGE

Employees hired prior to July 1, 2001, functioning at the EMT P level, shall notify the District in writing of their intent to change certification level no less than 12 months prior to the recertification period.

7.8      TEMPORARY OUT OF CLASS ASSIGNMENT

A member of the Bargaining Unit that is placed in the rank of a higher salary position for one (1) hour or more in a 24 hour period, exclusive of company level appointment, for training purposes or as a result of any exchange of time, shall receive compensation at the higher salary schedule, at the member's same salary step, for all hours worked in that position.

## **ARTICLE 8**

### **HOLIDAYS**

#### **8.1      56 HOUR EMPLOYEES**

Full-time employees in the Bargaining Unit with a regular work week of 56 hours shall be entitled to 135 hours in time off in accordance with Section 8.3 or compensation for any or all such hours in accordance with Section 8.2.

#### **8.2      HOLIDAY TIME CHOICE PROCESS**

Annually, the District will post a signup sheet by October 1 and employees must declare by November 1 whether they desire time off, compensation or a combination in observance of the holidays for the following fiscal year.

Holiday compensation shall be paid annually by the last Friday in November that does not constitute a regular payday, provided, however, that in the event an employee's employment terminates prior to a holiday for which the employee has been paid as herein provided during the fiscal year, the Administration shall have the right to withhold that amount of said pre-paid holiday pay from said employee's final paycheck.

#### **8.3      REQUEST FOR HOLIDAY TIME-OFF**

Following initial vacation sign-up, employees who have elected Holiday time-off in lieu of Holiday Compensation may request time-off for available hours. The procedure for such time off shall be the same as vacation with the exception that requests indicate "Holiday Time-Off".

In the event an employee's employment terminates prior to a holiday for which the employee has taken time off in lieu of that holiday, the Administration shall have the right to withhold an equivalent monetary amount from the employee's final paycheck.

#### **8.4      HOLIDAY TIME**

Holiday hours to be taken as time-off in lieu of compensation will be considered useable holiday time and will be shown on the payroll check stub. Holiday time, which is accrued but not taken prior to July 1, shall be forfeited. The District may deviate from said language for unforeseen circumstances.

New members who start mid-year and elect a proration of holiday hours will not be subject to forfeiture and will be able to carry the prorated hours over into the new fiscal year. All holiday hours must be used in the following fiscal year or will be subject to forfeiture.

## **ARTICLE 9**

### **VACATION**

#### **9.1 VACATION ACCRUAL – 56 HOUR**

Regular, full-time employees in the Bargaining Unit with an average regular workweek of 56 hours shall accrue annual vacation with pay in accordance with the following provisions:

- a. For the first two (2) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 3.69 hours for each complete biweekly pay period (96 hours or four (4) working 24 hour shifts a year).
- b. Upon completion of two (2) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 6.46 hours for each complete biweekly pay period (168 hours or seven (7) working 24 hour shifts a year).
- c. Upon completion of four (4) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 8.31 hours for each complete biweekly pay period (216 hours or nine (9) working 24 hour shifts a year).
- d. Upon completion of nine (9) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 10.15 hours for each complete biweekly pay period (264 hours or eleven (11) working 24 hour shifts a year).
- e. Upon completion of fifteen (15) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 12.00 hours for each complete biweekly pay period (312 hours or thirteen (13) working 24 hour shifts a year).
- f. Upon completion of twenty (20) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 13.85 hours for each complete biweekly pay period (360 hours or fifteen (15) working 24 hour shifts a year).

<b>56 Hour Employees</b>						
<b>Full Time Service</b>	<b>0-2 years</b>	<b>3-4 years</b>	<b>5-9 years</b>	<b>10-15 years</b>	<b>16-20 years</b>	<b>21+ years</b>
Annual Accrual	96	168	216	264	312	360
Bi-weekly Accrual	3.69	6.46	8.31	10.15	12.00	13.85
Shifts/Year	4	7	9	11	13	15

## 9.2 MINIMUM VACATION LEAVE – 56 HOUR

- a. Paid vacation hours shall continue to accrue in accordance with the above provisions during any period of leave with pay.
- b. All vacations shall be scheduled and taken in accordance with the best interests of the District.
- c. The maximum amount of vacation that may be taken at any given time shall be that amount that will accrue to the employee at the conclusion of the scheduled period of leave.
- d. The minimum amount of vacation that may be taken at any given time shall be nine (9) hours, job-related educational purposes excepted.
- e. The following criteria define how vacation leave must be taken during secondary vacation picks:
  1. Nine hour minimum.
  2. Vacation leave shall only be allowed to begin at 0800, 1700, or later than 1700.
  3. Vacation leave beginning at 0800 must include all hours until at least 1700.
  4. Vacation leave beginning at 1700 or later must include all hours until 0800 the following day.

## 9.3 MAXIMUM ACCRUAL

Employees may accumulate up to three (3) years of accrued vacation time. Accruals will be posted on employee's payroll check stub. Employees hired after June 30, 2017 may accumulate up to two (2) years of accrued vacation time.

## 9.4 VACATION FORFEITURE

Each employee shall have one (1) hour deducted from accrued vacation time for each hour of vacation taken. Vacation time which exceeds that allowed in Section 9.3 and which is not taken, due to failure on the employee's part to schedule vacation, shall be forfeited.

## 9.5 DEATH OR TERMINATION

In the event of the death or termination of an employee, for reasons other than failure to meet employment standards of the District during the initial 12 months of employment, accrued vacation time will be paid to the employee or the employee's surviving spouse. In the event of death, retirement, or termination of employment the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

## 9.6 VACATION USAGE

The only vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work. Employees are restricted from taking vacation time within the first year of employment; however, with approval of their Fire Captain and Battalion Chief, employees may take accrued vacation time after the first six months of employment.

## 9.7 VACATION SCHEDULING – 56-HOUR

The District shall submit the initial vacation sign-up sheet (for 56-hour per week employees) to the Bargaining Unit by September 1. The Bargaining Unit will facilitate its completion and return it no later than September 30.

The preparation and administration of the initial vacation list shall be in accordance with the following provisions:

## 9.8 INITIAL VACATION SIGN-UP

- a. Each employee shall be given the opportunity to sign-up for their next year's vacation accrual. Any vacation that is scheduled shall be consecutive and continuous work periods. Each employee must indicate dates or "pass" on the initial vacation schedule.
- b. Employees shall sign-up according to total seniority with the Department (volunteer firefighter time excluded), the member with the most seniority being permitted to sign first.
- c. If any employee chooses not to sign and passes, the employee forfeits all seniority rights for the initial vacation sign-up.
- d. If a member chooses to sign for only a portion of accrued vacation hours, the remainder of the member's vacation hours shall be scheduled in accordance with Section 9.9.

## 9.9 SECONDARY VACATION SIGN-UP

Effective (July 1, 2017 – January 11, 2018)

- a. The District shall post the initial vacation list on or before October 5<sup>th</sup>.
- b. All subsequent requests for the next year received prior to 0600 on the first shift following October 5<sup>th</sup> will be processed in order of seniority.
- c. Requests for additional vacation periods shall be submitted in accordance with District procedure by 0600 hours prior to the member's battalion going off duty. Multiple requests for the same period will be processed in order of seniority.
- d. Cancellation of, or modification to, existing vacation leave shall be submitted in accordance with District procedure by 1800 hours while member's battalion is on duty. Additionally, members shall notify all other shift members that the cancellation or modification to leave has been submitted.
- e. The Battalion Chief may authorize emergency vacation leave that does not meet the minimum request time period.
- f. Vacation requests may not exceed the employee's accrued leave by completion of requested vacation.



Effective (January 12, 2018 – January 2021)

- a. The District shall post the initial vacation list on or before October 5<sup>th</sup>.
- b. All subsequent requests for the next year received prior to 0600 on the first shift following October 5<sup>th</sup> will be processed in order of seniority.
- c. Requests for additional vacation periods shall be submitted in accordance with District procedure by 0600 hours prior to the member's battalion going off duty. Multiple requests for the same period will be processed in order of seniority.
  1. Exception: When the members battalion is on duty during the first 24 hour work period and the member is requesting vacation during the second 24 hour work period of the same 48 hour tour, vacation requests must be submitted prior to 1900 during the first 24 hour work period. The requesting member shall verbally notify the Battalion Chief that the request has been submitted.
- d. Cancellation of, or modification to, existing vacation leave shall be submitted in accordance with District procedure by 1800 hours while the member's battalion is on duty. Additionally members shall notify all other shift members that the cancellation or modification to leave has been submitted.
- e. The Battalion Chief may authorize emergency vacation leave that does not meet the minimum request time period.
- f. Vacation requests may not exceed the employee's accrued leave by completion of requested vacation.

#### 9.10 MAXIMUM PERSONNEL OFF PER SHIFT

Up to two (2) members may be on vacation or time off in lieu of holidays as long as a minimum of two (2) EMT-Paramedics are maintained on-duty for staffing purposes.

#### 9.11 FLEX LEAVE

- a. Article 9.2 (minimum vacation leave) requirements remain in effect when utilizing Flex Leave.
- b. Flex leave is defined as the ability to schedule vacation leave outside of the requirements of Article 9.9.
- c. Flex leave may only be utilized for the member's own battalion.
- d. Flex leave usage requires the member to verbally contact the on duty Battalion Chief a minimum of one (1) hour prior to the desired leave.
- e. Flex leave may only be requested:
  1. For the member's next duty day while the member's shift is off duty, or;
  2. For the member's current duty day, including while on duty.
- f. Flex leave will be processed immediately and on a first come first served basis.
- g. Regular, full-time employees in the Bargaining Unit with an average regular workweek of 56 hours shall be given two (2) flex leave opportunities per calendar year. There shall be no carryover if unused. The usage of Flex leave shall be monitored by the District.

#### 9.12 BEGINNING VACATION STEPS

Newly hired employees shall accrue vacation at the beginning step of the vacation schedule of the job class for which they were hired. The Fire Chief is authorized to hire at any step in the vacation range in compliance with District policy. The provisions of this section shall also apply to re-employed and reinstated employees.

## **ARTICLE 10**

### **SICK LEAVE**

#### **10.1     ACCRUAL RATES – 56 HOUR**

Employees in the Bargaining Unit shall accrue sick leave with pay in accordance with the following provisions:

- a. Regular full-time employees in the Bargaining Unit with an average regular work week of 56 hours shall accrue paid sick leave at the rate of seven (7) hours for each complete biweekly pay period (182 hours or 7.58 work 24 hour shifts a year.
- b. Members in the Bargaining Unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

56 hour Sick Leave Accrual	
Bi-weekly	Annual
7 hours	182 hours

- c. Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay.

#### **10.2     USAGE**

Each employee shall have one (1) hour deducted from accrued sick leave for each hour of sick leave taken.

#### **10.3     HOURS**

The only sick leave hours that shall be charged against any employee's accrued sick leave shall be those hours that the employee is regularly scheduled to work.

#### **10.4     ACCRUALS**

Paid sick leave that is accrued, but not taken shall be accumulated.

#### **10.5     USAGE GUIDELINES**

An employee eligible for sick leave may be granted such leave for the following reasons:

- a. Incapacity of the employee due to illness or injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. Medical and dental appointments during working hours. Use of sick leave for scheduled medical and dental appointments shall require notification of the employee's supervisor and will be granted in accordance with the best interests of the District.
- d. Other leaves as specified by State Statutes or Federal Law.

#### 10.6 NOTIFICATION

An employee, who cannot perform assigned duties due to a reason stated above, shall inform the On-Duty Battalion Chief of the utilization of sick leave, as soon as possible preferably one (1) hour prior to the scheduled time for reporting for duty.

#### 10.7 PHYSICIAN RELEASE

If the employee's condition prevented the employee from performing the duties of the position, the District may request a written statement by a care provider licensed in the State of Oregon certifying that the employee is now physically fit to resume the performance of these duties.

#### 10.8 LEAVE CALCULATION

In the event that an employee becomes ill during working hours and is placed on paid sick leave prior to the close of the work period, such paid sick leave shall be calculated to the nearest one-quarter (1/4) hour, or such lesser period as required by the Fair Labor Standards Act (FLSA) or Oregon State Law.

#### 10.9 TEMPORARY LIGHT DUTY ASSIGNMENT

Members of the Bargaining Unit may be assigned temporary light duty projects as a result of inability to perform normal routine work tasks due to an off-the-job injury (see Article 15).

#### 10.10 CONVERSION OF SICK LEAVE

Effective July 1, 2019

On an annual basis, OPSRP members may elect to convert up to 72 hours of the member's sick leave bank to a District contribution into the member's 401a deferred compensation account.

OPSRP members will receive a sick leave election form with their 1<sup>st</sup> pay stub in March. Utilizing the sick leave balance indicated on the member's 1<sup>st</sup> pay stub of March, sick leave hours above 960 (max of 72) are eligible for conversion. The members elected sick leave hours may not drop their sick leave accrual balance below 960 hours. Members must declare their sick leave conversion to the District by March 31<sup>st</sup>.

The District will deduct the elected hours from the member's sick leave accrual balance when the contribution is made on the second pay period in July.

The value of the District contribution is calculated on the number of hours the member elects (up to 72 maximum) times their base hourly rate at time of payment.

## **ARTICLE 11**

### **UNIFORMS**

#### **11.1     UNIFORMS PROVIDED**

The District shall provide all uniforms including required footwear for all members of the Bargaining Unit. Required footwear shall be repaired or replaced when the need is determined by management.

## **ARTICLE 12**

### **INSURANCE**

#### **12.1 GENERAL**

It is the policy of the District to provide insurance for the employees of the Bargaining Unit as is required by law and the District may participate in the cost of additional insurance, as it may deem appropriate and fiscally reasonable.

#### **12.2 WORKERS COMPENSATION / LTD / AD&D**

During the period of this Agreement, the District shall provide, at its expense, the following:

- a. Workers compensation insurance through the State Accident Insurance Fund, or its equivalent, for all employees in the Bargaining Unit, subject to the provisions of ORS 656.505.
- b. Long-term disability insurance that provides coverage in case of injury to members of the Bargaining Unit, on or off duty. This coverage shall have a 90 day waiting period.
- c. Accidental death and dismemberment policy in accordance with ORS 253.005.

#### **12.3 HEALTH AND LIFE INSURANCE**

During the period of this Agreement, at the rate described in Article 12.5, the District shall make available to the members of the Bargaining Unit the following insurance coverage:

- a. Hospitalization and major medical insurance for members of the Bargaining Unit and their dependents, if any.
- b. Minimum of \$50,000 life insurance benefit for members of the Bargaining Unit; 24 hour coverage on or off duty.
- c. Dental health care insurance for members of the Bargaining Unit and their dependents, if any.
- d. Vision care insurance for members of the Bargaining Unit and their dependents, if any.

#### **12.4 HEALTH INSURANCE PROVIDER**

Health, Dental, Vision, and Prescription coverage shall be provided by the District. The plan at time of agreement is:

Regence Blue Cross Blue Shield Innova 250 (\$20 co-pay; \$5/\$25/\$50 co-pay prescription; \$250/\$500 deductible; 2500/5000 max out of pocket); Vision Plan (\$0 co-pay exam, \$150 max hardware); Alternative Care (Chiropractic, Acupuncture, etc. (20% / \$1500 annual max).

Employees may choose between the following two dental plans provided by Special District's Association:

- MODA, Incentive Plan Option 2
- Willamette Dental

Should the provider discontinue the plans or take some other action that makes these plans become unavailable, equivalent benefits shall be maintained by the District for the life of this Agreement.

#### 12.5 PREMIUM SHARE

Members of the bargaining unit shall share the cost of the premium with the District. The District will pay ninety-six percent (96%) and the member will pay four percent (4%) of their monthly premium. The member's share shall be deducted pre-tax.

Beginning July 1, 2019 members of the bargaining unit shall share the cost of the premium with the District. The District will pay ninety-five percent (95%) and the member will pay five percent (5%) of their monthly premium. The member's share shall be deducted pre-tax.

#### 12.6 HRA-VEBA (VEBA)

The District shall contribute five percent (5%) into each member's VEBA account on a semi-monthly payroll basis. The percentages are based on E Step of Firefighter range.

#### 12.7 LABOR/MANAGEMENT INSURANCE COMMITTEE

- a. This committee shall meet to discuss potential plan changes that may be mutually beneficial to both labor and management. Either the Fire Chief or the Labor President may convene this committee. Each part will choose its own members. In the event this group explores potential changes, but fails to reach an agreement, all provisions contained in Article 12 will remain unchanged for the life of this agreement.
- b. Should the provider discontinue the plans listed in Article 12.4, or take some other action that makes the plans unavailable during the life of this agreement, the committee will convene to bargain over the impacts for up to 45 days. If the parties are unable to reach an agreement on a new plan, then the parties agree to submit to binding arbitration as defined in PECBA without any waiting period.

#### 12.8 DEATH IN THE LINE OF DUTY

In the event an employee is killed in the line of duty, or dies as a result of injury sustained or illness acquired in the line of duty, the District shall pay the full cost of health, dental, and vision insurance for a surviving spouse and children (including step-children) of the employee, subject to the following conditions:

- a. The benefits for a surviving spouse will end three (3) years after the employee's death or upon remarriage, whichever occurs first.
- b. The benefits for a child will end three (3) years after the employee's death or upon the child reaching age 21, whichever occurs first.

## **ARTICLE 13**

### **RETIREMENT**

#### **13.1 PERS CONTRIBUTION**

All employees in the Bargaining Unit shall be covered under the Oregon Public Employees Retirement System (PERS). PERS eligible employees shall contribute 6% of their gross wages to PERS through payroll deduction.

#### **13.2 PERS PICK UP**

The employee's required portion of the PERS contribution of 6% of salary is deemed to be "picked up" for the purpose of Internal Revenue Code 414(h) (2).

#### **13.3 EMPLOYEE CONTRIBUTION**

The employee's portion of the PERS contribution shall be deducted from the employee's gross salary. Employees shall not have the option of receiving salary payment directly and then paying the PERS employee contribution. The employee's reported gross salary, for tax purposes, shall be reduced by the amount of the employee's contribution.

#### **13.4 SICK LEAVE BENEFIT**

In accordance with Oregon Revised Statutes and PERS Administrative Rules, the value of a portion of unused sick leave shall be allowed in the computation of retirement benefits.

#### **13.5 DEFERRED COMPENSATION**

Beginning July 1, 2015, so long as the employee is contributing to a 457(b) Deferred Compensation Plan offered by the District, the District shall pay a matching employer contribution to a separate 401(a) Deferred Compensation Plan. The 401(a) plan carrier will be at the District's discretion. District contributions will be provided on behalf of the employee on a semi-monthly payroll basis.

The District contribution is provided based on years of service under the following schedule:

- a. After the completion of four (4) years of continuous service, an employee shall be eligible to receive a match of one percent (1%) calculated on monthly base salary.
- b. After the completion of nine (9) years of continuous service, an employee shall be eligible to receive a match of two percent (2%) calculated on monthly base salary.
- c. After the completion of fifteen (15) years of continuous service, and employee shall be eligible to receive a match of three percent (3%) calculated on monthly base salary.
- d. After the completion of twenty (20) years of continuous service, an employee shall be eligible to receive a match of four percent (4%) calculated on monthly base salary.



<b>Years of Employment</b>	<b>Percentage of Base Salary</b>
0-4 years	0%
5-9 years	1%
10-15 years	2%
16-20 years	3%
21+ years	4%

## **ARTICLE 14**

### **DEATH OF A FAMILY MEMBER**

#### **14.1 IMMEDIATE FAMILY**

In the event a death occurs in the immediate family of a 56-hour employee in the Bargaining Unit, the employee shall be granted leave with pay up to a maximum as follows:

- a. The maximum allowable time shall be 72 hours. The 72 hours will consist of 48 hours of bereavement leave provided by the District and 24 hours of sick leave provided by the employee.

#### **14.2 DEFINITION OF "IMMEDIATE FAMILY"**

"Immediate family" shall be defined as any relative by blood or marriage who is a member of the employee's household, under the same roof, and any parent, step-parent, brother, or sister of the employee, or any parent or step-parent of the employee's spouse regardless of residence. Spouse, child, step-child see Article 14.5.

#### **14.3 OTHER FAMILY MEMBERS**

In the event a death occurs among other family members of an employee in the Bargaining Unit, the employee shall be granted leave with pay for up to a maximum as follows.

- a. For employees with an average regular workweek of 56 hours, the maximum allowable time shall be 48 hours. The 48 hours will consist of 24 hours of bereavement leave provided by the District and 24 hours of sick leave provided by the employee.

#### **14.4 DEFINITION OF "OTHER FAMILY MEMBERS"**

"Other family members" shall be defined as grandparents (not under the same roof as employee) and any grandparent, step-child, brother or sister of the employee's spouse regardless of residence.

#### **14.5 SPOUSE/CHILD**

In the event of a death of the spouse or child (including step child) of an employee in the Bargaining Unit, the employee shall be granted leave with pay up to a maximum as follows:

- a. For employees with an average regular workweek of 56 hours, the maximum allowable time shall be two hundred sixteen (216) hours. The 216 hours will consist of 72 hours of bereavement leave provided by the District and 144 hours of sick leave provided by the employee.

#### **14.6 DEVIATIONS**

The Fire Chief shall administer the use of bereavement leave and within reasonable limitations shall have the right to deviate from this policy when the situation warrants.

## **ARTICLE 15**

### **WORKERS COMPENSATION LEAVE**

#### **15.1     DEFINITION**

In the event that any employee in the Bargaining Unit is absent from work as a result of any injury or disease, which would be compensable under workers' compensation, such absence shall be considered to be workers compensation leave.

#### **15.2     INSURANCE COVERAGE**

Any employee on workers compensation leave may receive compensation through insurance coverage as provided by the District and in accordance with the provisions of Article 12.

#### **15.3     LEAVE TIME**

Workers compensation leave shall begin on the first day as allowed by law.

#### **15.4     CREDIT BACK OF SICK LEAVE**

Absence of an employee on workers compensation leave as defined in Paragraph 15.1 of this Article shall be charged against the employee's sick leave hours. The employee shall, immediately after receipt of benefits by him under the Oregon Workers' Compensation Law, remit such benefits to the Chief Finance Officer who shall credit back sick leave hours in proportion to the amount of compensation received. The District shall pay to the employee regular salary and benefits.

#### **15.5     MAXIMUM COMPENSATION**

In no event shall an employee receive through a combination of District salary, retirement benefits, and workers' compensation payments, an amount greater than the employee's regular rate of pay.

#### **15.6     MEDICAL OPINIONS**

Management and the RVPFF reserve the right to obtain additional medical opinions from physicians prior to returning a member of the Bargaining Unit to active duty in cases of severe accident, illness and injury to the employee. The party requesting the additional medical opinion shall pay all of the cost incurred in obtaining said opinion.

#### **15.7     TEMPORARY LIGHT DUTY ASSIGNMENT**

Members of the Bargaining Unit may be assigned temporary light duty projects as a result of inability to perform normal routine work tasks due to an on-the-job injury.

## **ARTICLE 16**

### **MILITARY LEAVE**

#### **16.1     GENERAL**

District policy relating to military leave and compensation therefore for employees of the District shall be in accordance with the provisions of Federal and Oregon law.

#### **16.2     BENEFITS GREATER THAN FEDERAL OR OREGON LAW**

If Federal or Oregon law provides less than 30 days of military leave for any member of the military reserve ordered involuntarily for military training; the District will exceed Federal or Oregon law and provide up to 30 days leave annually.

If Federal or Oregon law provides less than 90 days for an employee to return to duty from active military service, the District will exceed Federal or Oregon law and provide up to 90 days for an employee to return to duty.

## **ARTICLE 17**

### **LEGAL APPEARANCES/JURY DUTY**

#### **17.1 COURT/LEGAL APPEARANCES (Off-duty; related to work)**

Employees subpoenaed to court as a witness or subpoenaed for the purpose of deposition during off-duty hours for matters falling directly within the scope of their employment, may elect to choose either of the following options:

- a. Receive compensation in accordance with the provisions of Article 7 (Extra Pay) and submit any witness/court fees received to the Chief Finance Officer.
- b. Retain any witness or court fees received and forego any compensation in accordance with Article 7 (Extra Pay), as allowed by the Fair Labor Standards Act (FLSA) or Oregon State Law.

#### **17.2 COURT/LEGAL APPEARANCES (On-duty; related to work)**

Employees who are subpoenaed to court during on-duty hours as a witness or subpoenaed for the purpose of deposition on matters falling directly within the scope of their employment shall receive their regular compensation. Any witness/court fees received shall be submitted to the Chief Finance Officer.

#### **17.3 COURT/LEGAL APPEARANCES (Not related to work)**

Employees who are subpoenaed to court as a witness or subpoenaed for the purpose of deposition on matters not falling directly within the scope of their employment, shall be granted time-off without pay for such appearances or may utilize vacation or exchange of time in accordance with the provisions of Article 9 (Vacation) or Article 22 (Exchange of Time).

#### **17.4 EMPLOYEES SUMMONED TO JURY DUTY**

Employees summoned to jury duty shall receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such duty.

#### **17.5 NOTIFICATION OF REQUIRED APPEARANCE/JURY DUTY**

Employees shall notify their immediate supervisor and Battalion Chief via Official Report when required to be involved in any legal proceeding on matter which fall within the scope of their employment and that may affect District operations, or may require time-off for legal appearances and/or jury duty.

## **ARTICLE 18**

### **TRAINING**

#### **18.1     EMT TRAINING**

Candidates for AEMT, EMT Intermediate, and Paramedic training shall be selected by the Fire Chief. Selections for such training shall be made from qualified employees desirous of such training within the fiscal and staffing constraints of the District. Such constraints will determine the degree to which the District supports tuition, material costs, and time-off for employees involved in training to obtain an EMT license. Upon being licensed as an AEMT, EMT Intermediate, or Paramedic section 7.5 of this Agreement shall apply.

#### **18.2     EDUCATION LEAVE**

The District will allow education leave for fire service degree related college level courses; excluding professional seminars. Education leave may also be used for other college level courses with the approval of the District. This scheduled time-off is not considered part of "2- persons off per shift" under Article 9.10. The District shall allow one member off on education leave at a time; additional members may be allowed off in the best interest of the District. Requests shall be made via Official Report to the Training Department with at least fifteen (15) days advanced notice. Deviations are allowed at the discretion of the District. Requests will be handled on a first-come basis; if simultaneous multiple requests occur, seniority shall be utilized to award leave.

#### **18.3     UNION EDUCATION LEAVE**

The District will allow a total of 48 hours of union education leave, per fiscal year, for members who wish to attend union education. This scheduled time-off is considered part of "2-persons off per shift" under Article 9.10. The District will allow two members off on union education leave at the same time; additional members may be allowed off in the best interest of the District. The request to use union education leave will be made by the Union President or his designee and shall be made via Official Report to the Operations Department with at least fifteen (15) business days advanced notice. Deviations are allowed at the discretion of the District.

## **ARTICLE 19**

### **PAYROLL DEDUCTIONS**

#### **19.1 AUTHORIZED DEDUCTIONS**

Deductions of authorized amounts may be made from employees' for the following purposes:

- a. Required federal or state taxes.
- b. Contribution to retirement benefits.
- c. Payment to Employer sponsored deferred compensation program.
- d. Payment of life insurance and accidental death and dismemberment insurance premium.
- e. Payment of non-industrial disability insurance premium.
- f. Medicare withholding.
- g. RVPFF dues in an amount to be determined by the RVPFF in writing, delivered to the District, and deposited with Rogue Federal Credit Union or its successor in interest. After establishment of the amount of RVPFF dues, said dues will not be changed more than once during a fiscal year after the establishment thereof for July 1 of said fiscal year.
- h. Flex spending plan (IRC Section 125).
- i. Other deductions as required decrees, mandates, etc.

#### **19.2 FAIR SHARE AGREEMENT**

Any employee in the Bargaining Unit who has not joined the RVPFF within 30 days of this Agreement or permanent employment, shall pay to the RVPFF the same dues and assessments as members of the RVPFF. Any individual employee's objection based on a sincerely held religious belief will require such employee to inform the Board of Directors and the RVPFF of the objection in writing. The employee will meet with representatives of the RVPFF to determine mutually if in fact it is a bona fide religious belief not to contribute to a labor organization, and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular membership dues and assessments to a non-religious charity or to another charitable organization, mutually agreed upon. The employee shall furnish written proof to the employee's employer and the RVPFF that this has been done each month. Upon the written request of the duly authorized representative of the RVPFF, the District shall withhold such sums from said employee and forward such sums to the designated charity. In such event, the RVPFF agrees to save the District harmless from all claims, charges, suits and expenses incurred by the District in withholding and forwarding such funds.

## **ARTICLE 20**

### **OUTSIDE EMPLOYMENT**

#### **20.1     NOTIFICATION**

An employee in the Bargaining Unit may engage in employment other than the employee's job with the District when the following conditions are met:

- a. Within 24 hours after accepting any outside employment, an Official Report shall be filed with the Fire Chief stating the following information:
  1. Name and address of employer.
  2. Phone number where contact may be made during working hours for emergency purposes.
  3. Number of hours expected to work each week.
  4. Brief description of type of labor to be performed during employment.
  5. Anticipated length of employment.
- b. Provided such employment does not interfere with the satisfactory performance of assigned duties.
- c. Provided such employment does not constitute a conflict of interest.
- d. Provided such employment does not in any way bring discredit or reflect poorly upon either the member or the District.
- e. Upon the conclusion of any outside employment, an employee shall notify the Fire Chief via an Official Report of same.

#### **20.2     DISCONTINUANCE**

Employees may be ordered by the Fire Chief to discontinue outside employment when the provisions of 20.1 are violated or extraordinary circumstances warrant.



## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

#### **21.1 DEFINITION**

Grievance is defined as a complaint by an employee and/or the RVPFF that there has been to the employee a violation of any provision of this contract and must be taken up with the employee's supervisor no later than 14 calendar days after the employee has been made aware of the occurrence.

#### **21.2 PROCEDURE**

Employee grievances shall be handled in the following manner:

- a. First Step: An attempt shall be made to adjust all grievances on an informal basis between the employee and/or a designated representative and the employee's supervisor in the chain of command, up to and including the Division Chief. The grievance shall be in written form and shall contain, but shall not be limited to, the following information:
  1. Relevant facts of the occurrence that gave rise to the grievance;
  2. Date of the occurrence;
  3. The specific provision(s) of the Agreement violated'
  4. Remedy sought.
- b. Second Step: If the grievance is not satisfactorily adjusted within ten (10) calendar days after submitting it in writing to the employee's supervisor, the grievance shall be submitted in writing, containing the information set forth above, to the Fire Chief within ten (10) calendar days after the written answer from the employee's supervisor. The Fire Chief shall meet with the employee and/or a designated representative within ten (10) calendar days after the submission of the grievance to the Fire Chief. The Fire Chief shall deliver the answer, in writing, to the employee, and/or a designated representative within ten (10) calendar days after said meeting. In the event of the Fire Chief's extended absence from duty for any reason, the Acting Fire Chief per District policy shall act in the Fire Chief's place and stead under this step of the grievance procedure.
- c. Third Step: If the grievance is not satisfactorily adjusted in the Second Step, it shall be submitted in writing, containing the information set forth above, by the employee and/or the RVPFF to the Board of Directors within ten (10) calendar days after the Fire Chief's answer is received. The Board of Directors shall meet with the employee and/or a representative on all disciplinary-related grievances, and may choose, in its discretion, to meet with the employee and/or a representative on all other grievances. The Board will notify the employee, in writing, of the action it will or will not take on a non-disciplinary grievance within 15 calendar days of its submission to the Board. The meeting shall take place within 30 calendar days after the submission of the grievance to the Board of Directors.
- d. Fourth Step: If the grievance is not satisfactorily adjusted in the Third Step, the employee and/or the RVPFF shall have the right to submit the grievance to arbitration for final determination within ten (10) calendar days after receiving a written response from the Board of Directors. The District and the RVPFF shall, within ten (10) calendar days after receipt of the written request for arbitration from the employee, attempt to agree upon an arbitrator to hear the matter.

If the RVPFF and the District do not agree upon an arbitrator within ten (10) calendar days of receipt of the written notice requesting arbitration, the RVPFF shall request from the Employment Relations Board, a list of seven (7) arbitrators who are also on a list of the American Arbitration Assn (AAA). Selection of a single arbitrator shall be by the “striking” method. The conduct of the hearing shall be in accordance with the AAA Voluntary Labor Arbitration Rules. The findings and determinations of the arbitrator shall be final and binding on all parties with respect to the issue and the cost of arbitration shall be shared equally by the parties.

### 21.3 CHANGES TO DISTRICT POLICIES

Any adoption, deletion, or revision of District policy as may be suggested or recommended by any employee or employee organization, shall not be considered to be a matter subject to review through the grievance procedure.

### 21.4 PROBATION

Grievance procedure for dismissal is not available to entry level probationary employees.

### 21.5 WRITTEN OR VERBAL REPRIMANDS

Written or verbal reprimands or warnings are not subject to this grievance procedure.

### 21.6 OVERVIEW OF GRIEVANCE PROCEDURE

<u>Step</u>	<u>Responsible</u>	<u>Quick Explanation/Action Requirements</u>
Initiate	Employee, Supervisor	No more than 14 calendar days after employee is aware of the occurrence
First (1 <sup>st</sup> )	Employee, Supervisor, up to Division Chief	Within the original 14 calendar days; if not satisfactorily adjusted within 10 calendar days, then Second (2 <sup>nd</sup> ) Step (Fire Chief meets with employee or designated rep)
Second (2 <sup>nd</sup> )	Fire Chief or designee	Within 10 calendar days after receipt of information from Supervisor, a meeting will occur; Fire Chief delivers answer to employee or designated rep within 10 calendar days after meeting; if not satisfactorily adjusted, then Third (3 <sup>rd</sup> ) Step (employee or designated rep meets with Board of Directors)
Third (3 <sup>rd</sup> )	Board of Directors	<ul style="list-style-type: none"> <li>• Within 10 calendar days after receipt of Fire Chief's answer, the employee or designated rep shall submit in writing information to the Board of Directors.</li> <li>• Board notifies employee or designated rep within 15 calendar days of action to be taken.</li> <li>• If <b>disciplinary</b> in nature, the Board meets with the employee or designated rep.</li> <li>• The Board at its discretion <i>may</i> hear <b>non-disciplinary</b> grievances.</li> <li>• Board shall schedule meeting within 30 days of receipt of grievance notification.</li> <li>• If not satisfactorily adjusted, then Fourth (4<sup>th</sup>) step.</li> </ul>
Fourth (4 <sup>th</sup> )	District, RVPFF, Arbitrator	<ul style="list-style-type: none"> <li>• Within 10 calendar days after receiving written response from the Board, the Assn has the right to submit to Arbitration.</li> <li>• Arbitrator is selected and findings and determinations are binding.</li> <li>• District and Assn share cost equally.</li> </ul>

## **ARTICLE 22**

### **EXCHANGE OF TIME**

#### **22.1 PROCEDURE**

Employees of the District with an average regular work week of 56 hours are allowed exchange of working time. Two types of exchanges are available to employees; *advanced and immediate*.

- a. Advanced exchanges shall be an exchange with any other member regardless of rank. Scheduling will follow all criteria outlined in Article 9.9 (c) and (d), and are subject to all provisions listed in Article 22.
- b. Immediate exchanges are exchanges scheduled outside of the requirements of Article 9.9. Additionally,
  1. Cannot affect minimum staffing ALS requirements.
  2. Have no hour minimum.
  3. Require the member to verbally contact the on duty Battalion Chief a minimum of one (1) hour prior to the exchange; with paperwork to follow ASAP utilizing the normal leave request procedures.
  4. Shall not impact District operations. The facilitation of the exchange is entirely shouldered by the members involved in the exchange; to include transportation.
  5. The working employee must be of the same rank or able to act in capacity of the requesting employees currently assigned position. If not rank-for-rank, the following applies:
    - a. If the payback occurs six (6) days or less from the initial exchange, the requesting member must be able to act in the position currently held by the working employee at the time of the request.
    - b. If the payback occurs greater than six (6) days from the initial exchange there are no AIC requirements on the payback.

#### **22.2 EDUCATION**

Except for job related educational purposes, exchange periods of less than four (4) hours shall not be permitted.

#### **22.3 MAXIMUM CONSECUTIVE WORK HOURS**

No employee shall normally be permitted to work, as a result of an exchange of time, in excess of 72 hours consecutively.

#### **22.4 REPAYMENT**

Exchanges shall be repaid in accordance with dates filled out on the exchange form. Inasmuch as participation in exchanging of working times is wholly a voluntary, individual matter, any hours that are owed, but not repaid, the District shall not be held responsible in any way for remuneration or compensation in any nature.

## 22.5 VOLUNTARY EARLY RELIEF / LATE RELIEF

- a. Voluntary early relief (VER) is a verbal agreement between two individuals to provide relief a maximum of two hours prior to the end of the requesting employee's scheduled shift.
- b. Voluntary late relief (VLR) is a verbal agreement between two individuals to "holdover" and provide coverage at the beginning of the requesting employees scheduled shift. The maximum amount of time allowed for late relief is two (2) hours.
- c. It is understood the VER/VLR is not reciprocal as it is a complimentary action. Relief beyond the two (2) hour maximum is considered a time exchange and subject to the provisions of Article 22.

## 22.6 TWO-PARTY ONLY

All exchanges of time shall involve only the two (2) members signing the "Exchange of Time Request" form and in no case shall exchanges involve more than two (2) persons.

## 22.7 CASH PAYMENTS

All exchanges of time shall be repaid with comparable time and in no case shall any exchange involve cash payments from one (1) member to another.

## 22.8 EMPLOYEE RESPONSIBILITY

Any employee desiring to exchange time shall be responsible for the full and accurate completion and filing of all required forms. Once a "Leave Request" form has been properly completed, submitted, and approved, the cooperating employee who has agreed to work during the specific time period is responsible for that time period and should this employee fail to report for duty to fulfill this obligation, said employee shall be subject to District action as necessary. If the employee who has agreed to work is absent due to illness or bereavement, the appropriate leave will be charged to the individual obligated to work.

## 22.9 PROBATIONARY PERIOD

Firefighters, during the first six (6) months of their probationary period, shall only participate in the exchange of time privileges for the purpose of job related education and only with the prior approval of the District and the two (2) Fire Captains involved.

## 22.10 NO PAYBACK EXCHANGES FOR UNION BUSINESS

The District agrees to allow members, chosen by the Union President, or his/her designee, to enter into a "no payback exchange" to attend Union education/conferences or to conduct Union business. The exchange is subject to the requirements outlined in Article 22 with the exception of any requirement for repayment. Members who work the "no payback exchange" are allowed a stipend from the Union to compensate the member.

## **ARTICLE 23**

### **LONGEVITY PAY**

#### **23.1 SCHEDULE**

- a. Employees in the Bargaining Unit hired prior to July 1, 2011 shall be awarded longevity pay (calculated on base salary) in accordance with the following schedule:
- b. After the first eight (8) years of continuous employment, an employee shall be awarded an additional one and one-quarter percent (1.25%) monthly salary increase. After the completion of thirteen (13) years of continuous service, an employee shall be awarded a two and one-half percent (2.50%) monthly salary increase. After the completion of eighteen (18) years of continuous service, an employee shall be awarded a three and three-quarters percent (3.75%) monthly salary increase. After the completion of twenty-one (21) continuous years of service, an employee shall be awarded a five percent (5%) monthly salary increase until separation from employment with the District.

<b>Years of Employment</b>	<b>Percentage of Base Salary</b>
9-13 years	1.25%
14-18 years	2.50%
19-21 years	3.75%
22+ years	5.00%

- c. or the provisions of Article 23, members that are employed by the District as a result of a consolidation or merger shall be credited employment time from their previous agency.

#### **23.2 PAYMENT DATE**

All longevity pay earned during the fiscal year will be paid in a lump sum by June 30 of said fiscal year.

## **ARTICLE 24**

### **CALL BACK PROCEDURES**

#### **24.1 SCOPE**

This article shall apply to all paid employees whose job classifications include emergency response responsibilities (Firefighter, Fire Engineer, and Fire Captain).

#### **24.2 AUTHORITY AND RESPONSIBILITY**

The District has the authority and responsibility to administer and maintain minimum staffing. The District and the RVPFF shall jointly maintain a policy outlining the callback procedure.

#### **24.3 MINIMUM CALLBACK**

Employees requested to work overtime will receive a minimum of two (2) hours of compensation.

#### **24.4 STAFFING STANDARDS/LEVELS**

It is acknowledged by the RVPFF that staffing levels may be changed at the District's discretion; minimum staffing levels will be communicated via District Directives.

#### **24.5 FILLING VACANCIES**

Filling vacancies will follow the mutually agreed Call Back policy.

#### **24.6 RESTRICTIONS**

Employees who are within their first 12 months of employment shall not be eligible for participation in callback unless approved in accordance with the following procedure:

- a. Eligibility for emergency callback and callback is subject to approval by the employee's Fire Captain and Battalion Chief.
- b. Employees within their first 12 months of employment shall not participate in move-up position.

#### **24.7 ADDITIONAL PROVISIONS**

Substantive changes in callback procedures shall be subject to negotiations. Callback errors will be corrected when it is reasonably possible to do so, but will not be subject to grievance until after July 1, 2012.

## **ARTICLE 25**

### **OFFICIAL REPORTS**

#### **25.1     MINOR INFRACTIONS**

Official Reports shall be removed from the employee's file and destroyed three (3) years from the date of the report at the request of the employee and in accordance with ORS and OAR.

#### **25.2     DISPUTES**

In the event of a dispute as to the magnitude of the infraction, the grievance procedure will be available to the employee.

## **ARTICLE 26**

### **ENTRANCE AND PROMOTION**

#### **26.1     REPRESENTATIVE**

Any committee appointed for the purpose of establishing procedures for examinations or maintenance of registers shall include a representative selected by the RVPFF.

#### **26.2     TIME OFF FOR PROMOTIONAL EXAMS**

Employees participating as candidates in promotional exams will be allowed time off to participate in the assessment centers. Time off will be limited to 2 hour prior to the candidates scheduled time until the end of the assessment station. Provisions of this article are not subject to the two off criteria identified in Article 9.10. The candidate must request time off for promotional exams by utilizing the leave request form.



## **ARTICLE 27**

### **LAYOFF AND RECALL**

#### **27.1     GENERAL**

The District shall layoff and recall an employee or employees subject to the provisions of this Article.

#### **27.2     SENIORITY DEFINEMENT**

For the purpose of administering this Article, "District Seniority" shall mean the length of continuous employment as a full-time employee within the bargaining unit.

#### **27.3     LAY-OFF ORDER**

In the event of personnel reduction, the employee with the least seniority shall be the first laid off.

#### **27.4     LAY-OFF NOTICE**

The Board of Directors, upon determining that a reduction of personnel is necessary, will give one (1) month notice to all employees who will be affected by the action.

#### **27.5     RECALL PROCEDURES**

The following recall procedures shall be followed:

- a. Employees who are laid off shall be placed on a recall list for a 36 month period immediately following the effective date of the layoff. The eligibility list for recall may be extended an additional six (6) months at the discretion of the District.
- b. Employees on the recall list shall be recalled in the order of most senior first, least senior last, to vacant and available positions. No new employees shall be hired in the Department until all laid off employees have been given an opportunity to return.
- c. Notice of recall shall be by certified mail, return receipt requested, to the employee's last address provided by the employee to the District. The employee must accept recall in writing within 30 calendar days from the mailing of such notice of recall, or forfeit all recall and seniority rights. The employee shall be responsible for keeping the employer informed, in writing, of a current mailing address and phone number.
- d. The time limit for returning to duty status shall be within 30 days of the date the employee replies to the District notice of recall. Failure of the employee to do so within the time specified shall terminate such employee's further rights to seniority or recall.

## **ARTICLE 28**

### **DRUG TESTING/SUBSTANCE ABUSE**

#### **28.1 PURPOSE**

- a. To ensure a safe working environment for all District employees.
- b. To prevent substandard performance due to substance abuse.
- c. To promote the health and well-being of all District employees.
- d. To inform the employees of the District's expectations and prohibitions for substance abuse.
- e. To define and standardize the process for dealing with substance abuse problems including testing, assessment, rehabilitations, and corrective action.
- f. To assure that all District actions involving drug testing and substance abuse testing or corrective action are in compliance with state and federal laws.

#### **28.2 SCOPE**

- a. The standards identified in the Protocols apply to all District employees.

#### **28.3 AUTHORITY AND RESPONSIBILITY**

- a. Command Staff shall conduct all investigations; coordinate all drug testing procedures, and follow up activities in accordance with this policy.
- b. Supervisors shall not permit any member to begin or continue work if the member's condition or performance constitutes a safety hazard to either the employee or the safety of others.
- c. The District shall provide annual training and education for all members and supervisors concerning substance abuse in the workplace, drug testing, and the implementation of this policy.

#### **28.4 DEFINITIONS**

- a. Cause – Any work-related accident or incident involving property damage or physical injury.
- b. Drugs – All forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol whose sale, purchase, transfer, use or possession, or manufacture is prohibited or restricted by the law.
- c. Drug and Alcohol Test – The compulsory production and submission of urine and/or breath by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drugs and/or use. The substances to be tested for are marijuana, cocaine, opiates, barbiturates, amphetamines, phencyclidine, and alcohol.
- d. Last Chance Agreement – An agreement in lieu of termination between the District and the employee who has violated the provisions of this policy which specify the conditions to which the employee must adhere in order to remain employed.

- e. On-Duty – The period of time during which an employee is engaged in activities which are compensable as work, performed on behalf of the District, or operating District vehicles or equipment.
- f. Reasonable Suspicion – A belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that a member has consumed drugs such that the member's ability to perform the functions of the job is impaired or that member's ability to perform the job safely is reduced. Such articulable fact or circumstance could include appearance, behavior, speech, a pattern of conduct, or involvement in an accident which results in physical injury or property damage.
- g. SAMHSA – The term "SAMHSA Guidelines" as used throughout this Article refers to the Substance Abuse Mental Health Service Administration Mandatory Guidelines for Federal Workplace Drug Testing Programs in effect at the time of any alleged substance abuse.
- h. Unacceptable Level of a Drug – Amounts equal to or greater than those set forth in 28.5 (d) below, or use of prescription medications without reporting same under 28.5 (b) below when usage may impair job performance.

## 28.5 STANDARDS

- a. The following is prohibited:
  - 1. Reporting to work with an unacceptable level of a drug;
  - 2. The use, sale, transportation, dispensing, manufacturing, or possession on District property or during work periods of a drug not medically authorized.
- b. An employee utilizing any prescribed medications or controlled substances that may affect the employee's ability to safely perform assigned duties must immediately report this treatment to the Fire Chief or Duty Officer. This information will be kept confidential and private in the same manner as other employee medical records. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from the employee's physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect the employee's abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.
- c. Testing for drugs will be conducted in accordance with SAMHSA Guidelines. Test results for drugs will be evaluated and judged in accordance with SAMHSA Guidelines.
- d. Test results for drugs other than alcohol will be considered positive when the presence of drugs meet or exceed SAMHSA Guidelines confirmation amounts. The results for alcohol will be considered positive when the individual's breath alcohol content is .02 percent or greater.
- e. Employee shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another employee may be impaired due to the use of a drug while on duty.

- f. Employees shall report to the Fire Chief or Duty Officer any situation in the workplace which indicates another employee may be involved in the use, sale, transportation, dispensing, manufacturing, or possession of a drug while on duty.
- g. Drug testing shall only occur with reasonable suspicion.
- h. Employees shall submit immediately to a drug test when requested to do so by a Chief Officer.
- i. The employee shall sign a consent form for urine and breath samples. A refusal to sign the consent form and submit to a drug test shall result in discipline and possible discharge.
- j. All new employees will be required to submit to a drug test prior to starting to work.
- k. Testing shall be evaluated in a manner to ensure that all employee's legal drug use does not affect the evaluation of the test results.
- l. Random or massive testing is prohibited for members not on a Last Chance Agreement.
- m. The District and the RVPFF shall select two (2) SAMHSA certified laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and breath. Providence Medical Center and Rogue Valley Medical Center laboratories provide this certified level.
- n. All employees will be fully informed of this Policy before testing is administered. Newly hired employees will be provided with this information as part of orientation. No employee shall be tested until this information is provided.
- o. All test results, other than initial intoxilyzer results, shall be evaluated by a suitably trained physician or Medical Review Officer as defined by SAMHSA Guidelines.
- p. At any time, the RVPFF, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The RVPFF may inspect individual test results if the release of this information is authorized by the employee involved.
- q. Failure to follow any of the procedures listed in the Policy or in SAMHSA Guidelines shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.
- r. Searches by the District of personal vehicles parked on District property are prohibited.

## 28.6 EMPLOYEE RIGHTS

1. The employee shall be informed verbally prior to testing of the circumstances surrounding the testing and the reasons why the test is being ordered.
2. The employee shall be informed in writing within 24 hours after testing of the circumstances surrounding the testing and the reasons why the tests was ordered.
3. The employee shall be informed verbally of the right to representation (union, management, or other) up to and including the time the sample is given. However, this provision shall not unreasonably delay testing.
4. The employee shall be informed verbally of the Policy and the procedures for testing when notified of the order to test.
5. If the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued.
6. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.
7. The reasons for requesting the test and testing results will be kept confidential and private in the same manner as other employee medical records.
8. The District shall bear the cost of all initial drug tests. If the employee chooses to test the second untested sample, the employee will pay the cost of the tests. However, in the event that it is demonstrated that the initial testing resulted in a false positive, the District will reimburse the employee of the cost of the second sample testing.
9. If the test is positive for an unacceptable level of a drug, the employee will be notified of the positive results within 24 hours after the District learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the District by the laboratory. The employee will then have the option of having the second untested sample submitted to the remaining SAMHSA certified laboratory.
10. If the test results are not positive for drugs, the employee shall be notified and all District documents related to testing shall be destroyed.
11. Each employee has the right to challenge the results of drug testing in the same manner that the employee may grieve any managerial action.
12. The drug testing program is initiated solely at the request of the Fire District. The RVPFF shall be held harmless for the violation of any worker's rights by the District arising from the administration of these Protocols.
13. The employee testing positive for drugs will be placed on administrative leave with pay pending the final decision of the Fire Chief.

## 28.7 TESTING

The following procedures and testing mechanisms shall be used for any tests for drugs performed on employees:

1. Within 24 hours of testing, the employee will be required to list all prescribed medications and controlled substances currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. Drug testing may only be requested when the employee's supervisor believes that reasonable suspicion exists or there is cause.
3. The employee will be transported, as soon as possible, by the Fire Chief or Duty Officer, or Battalion Chief to the office of the District's physician during normal business hours or to the appropriate facility or local hospital during non-business hours to have the specimens collected.
4. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy and confidentiality of the individual. The employee shall not be witnessed while submitting a urine sample.
5. Each step in the collection and processing of specimens shall be documented to establish procedural integrity and chain of custody in accordance with SAMHSA guidelines.
6. The Fire Chief, Duty Officer, or Battalion Chief will determine whether an employee shall return to work after testing. In cases of reasonable suspicion, the employee will be placed on Administrative Leave pending notification of test results.

## 28.8 CONSEQUENCES OF UNACCEPTABLE RESULTS

1. It is the intent of the District and the RVPFF to assist the member in overcoming any substance or drug related dependency.
  - a. Whenever a member has tested positive, the District may require the member to receive immediate counseling from a qualified professional acceptable to the District and the RVPFF to determine if a dependency problem exists.
    1. Members who test positive for drugs which are not medically authorized are found not to have a dependency problem, and sign a Last Chance Agreement, will be returned to their former position.
2. A Last Chance Agreement will have a term of up to thirty-six (36) months during which time the member's continued employment is contingent upon compliance with the stated terms and conditions of the Agreement. Members who sign a Last Chance Agreement will be subject to the following:
  - a. Random urinalysis at any time during the term of the Agreement at the discretion of the District.
  - b. Search of their person, personal vehicle on District property, or locker at any time during the term of the Agreement at the discretion of the District.
3. Violations of any of the terms of a Last Chance Agreement will cause the member to be subject to disciplinary action up to and including termination.

4. Any member who has successfully fulfilled the terms of the Last Chance Agreement will be considered rehabilitated and any subsequent dependency problems will be treated as a first occurrence subject to the treatment and rehabilitation sections of this policy.

#### 28.9 DUTY ASSIGNMENT AFTER TREATMENT

1. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.
2. Employee reassignment during treatment shall be based on each individual's circumstances.
3. If follow-up care is prescribed after treatment, this may be condition of employment.
4. Once treatment and any follow up care is completed, and at the end of one year after completion of same, the records of treatment and positive test results shall be retired to a closed medical record at the employee's written request. The employee shall be given a fresh start with an administrative record except as to any personnel or disciplinary records that may otherwise remain under the provisions of the Labor Agreement.

#### 28.10 INTERFERENCE WITH PROTOCOLS

1. Any activity which purposely interferes with these Protocols will be grounds for disciplinary action. Examples include, but are not limited to the following: tainting, tampering, or substitution of samples.

#### 28.11 CONFLICT WITH OTHER LAWS

1. These Protocols are in no way intended to supersede or waive an employee's federal or state constitutional rights, provided, however, that to the extent tests or procedures are administered under the terms of these Protocols, or disciplinary actions taken, such shall not be considered to violate the employee's constitutional rights as to self-incrimination or to due process.

## **ARTICLE 29**

### **PAID LEAVE DONATION**

#### **29.1 PURPOSE**

To provide members an opportunity to assist the District employees experiencing significant medical events requiring extended periods of leave that exceed their vacation and sick leave balances.

#### **29.2 ELIGIBILITY**

For an employee to be eligible to receive donated leave, they must be employed in a non-temporary position (full-time and part-time) and have completed their initial probationary period. For an employee to be eligible to donate leave, they must be employed in a non-temporary position (full-time and part-time). Further this program cannot be used to benefit an employee experiencing disciplinary action involving loss of pay.

The employee must have exhausted or will exhaust in the next thirty (30) days all District paid leaves including but not limited to sick leave, vacation leave, etc. However, if all other leaves have been exhausted, donated hours may be used to cover the waiting period before disability insurance begins. An employee utilizing donated paid leave will continue to accrue benefits and leave time, but must exhaust leave as it is accrued.

#### **29.3 PROCEDURE**

Any donation of paid leaves must be strictly voluntary. Coercion or intimidation by any District employee or Director is not permitted. The only notice of an employee in need will be on the approved form, which will be posted at each station. This form may only be completed by the employee needing leave donation and the Chief Officer approving the request. All contributions shall be confidential. Completed Paid Leave Donation Forms should be forwarded to their supervising Chief Officer.

Employees wishing to donate paid leave will complete the Paid Leave Donation Form. This document will be kept with the donating employee's vacation and sick leave record.

An employee may donate or receive donated leave twice per incident per employee. Donated time may be used by an employee in conjunction with, not in addition to FMLA or Oregon's Family Medical Leave Act (FMLA). Time available to an employee for employee/immediate family member illness or injury may not exceed the FMLA or Oregon FMLA limits of twelve (12) weeks per anniversary year except as provided for specific circumstances.

#### **29.4 ELIGIBLE HOURS**

Employees are allowed to donate up to 50% of their vacation leave balance to another employee. Employees with less than 720 hours of sick time may donate up to 10% of their accrued sick time to another employee. Employees with more than 720 hours of sick time may donate up to 20% of their accrued sick time to another employee. If the employees involved are working two different schedules, the time will be converted upon receipt by the receiving employee using the conversion factors stated in the Collective Bargaining Agreement.



Donating employees must maintain enough leave in personal bank for any vacation scheduled during the calendar year involved, or cancel vacation leave in direct proportion; future earned vacation leave awarded prior to the scheduled vacation may be used to comply with this requirement.

#### 29.5 CONVERSION FACTOR

Donated paid leave must be in increments of whole hours prior to any conversion factor.

#### 29.6 SEPARATION OF EMPLOYMENT

If the recipient of the donated time separates from employment with the District for any reason, the balance of the leave will be pro-rated and returned to the donor(s).

If the donor separates from employment with the District for any reason, they are not entitled to payment for leave they have donated to another employee.

#### 29.7 DEVIATIONS

The Fire Chief may grant donation of paid leave for other situations on a case by case basis.

## **ARTICLE 30**

### **MEDICAL PHYSICALS**

#### **30.1     MEDICAL PHYSICALS**

Medical physicals shall be managed following the mutually agreeable Medical Physical policy.

## **ARTICLE 31**

### **40-HOUR EMPLOYEE PROVISIONS**

#### **31.1     HOURS OF WORK – 40 HOUR**

The average regular workweek for Deputy Fire Marshals and Fire & Life Safety Specialist shall be 40 hours.

- a. For an employee with an average workweek of 40 hours, the regular hourly rate of pay shall be the monthly rate divided by 173.3.
- b. The hours of work for employees in this category shall be Monday through Thursday from 0730 to 1730 hours. The full working day is 10 hours with a one (1) hour compensable lunch.
- c. Hours of work may be changed to a different schedule, or otherwise, by mutual agreement between the District and the RVPFF.

#### **31.2     HOLIDAY COMPENSATION**

- a. OFFICIAL HOLIDAYS - The following days shall be recognized as holidays for regular 40-hour employees in the Bargaining Unit:

July 4.....	Independence Day
First Monday in September .....	Labor Day
November 11.....	Veteran's Day
Fourth Thursday in November .....	Thanksgiving Day
December 25.....	Christmas Day
January 1.....	New Year's Day
Last Monday in May .....	Memorial Day

Full-time employees in the Bargaining Unit with a regular average work week of 40 hours shall have the above holidays off with pay. In addition, these employees will receive 26 hours of personal leave available as of July 1 of each year. For newly hired employees or employees transitioning permanently to a 40-hour work week, these hours will be prorated from the effective date of hire or transition to the next July 1. Unused personal leave hours shall be forfeited June 30.

- b. WEEKEND HOLIDAYS - In respect to full-time employees of the Bargaining Unit, with a regular average work week of 40 hours, if any of the above named holidays occur on Friday or Saturday, the holiday will be observed on the preceding Thursday and if any of the above named holidays occur on Sunday, the holiday will be observed on the following Monday.

#### **31.3     VACATION**

All vacations shall be scheduled and taken in accordance with the best interests of the District. The only vacation hours that shall be charged against any employee's accrued vacation shall be those hours that the employee is regularly scheduled to work. Employees are restricted from taking vacation time within the first year of employment; however, with approval of their supervisor, employees may take accrued vacation time after the first six months of employment.

#### 31.4 VACATION ACCRUAL

Regular, full-time employees in the Bargaining Unit with an average regular workweek of 40 hours shall accrue annual vacation with pay as follows in accordance with the following provisions:

- a. For the first two (2) years of continuous full-time service, such employees shall accrue paid vacation at a rate of 2.77 hours each complete biweekly pay period (72 working hours).
- b. Upon completion of two (2) years of continuous full-time service, such employees shall accrue paid vacation at the rate of 4.62 hours for each complete biweekly pay (120 hours).
- c. Upon completion of four (4) years of continuous full-time service, such employees shall accrue paid vacation at the rate 5.85 hours for each complete biweekly pay period (152 hours).
- d. Upon completion of nine (9) or more years of continuous full-time service, such employees shall accrue paid vacation at the rate of 7.23 hours for each complete biweekly pay period (188 hours).
- e. Upon completion of fifteen (15) or more years of continuous full-time service, such employees shall accrue paid vacation at the rate of 8.62 hours for each complete biweekly pay period (224 hours).
- f. Upon completion of twenty (20) or more years of continuous full-time service, such employees shall accrue paid vacation at the rate of 9.85 hours for each complete biweekly pay period (256 hours).

<b>40 Hour Employees</b>						
Full Time Service	0-2 years	3-4 years	5-9 years	10-15 years	16-20 years	21+ years
Annual Accrual	72	120	152	188	224	256
Bi-weekly Accrual	2.77	4.62	5.85	7.23	8.62	9.85

### 31.5 SICK LEAVE ACCRUAL RATES

Employees in the Bargaining Unit shall accrue sick leave with pay in accordance with the following provisions:

- a. Regular full-time employees in the Bargaining Unit with an average regular workweek of 40 hours shall accrue paid sick leave at the rate of 5 hours for each complete biweekly pay period (130 hours or 16.25 days).
- b. Members in the bargaining unit in their first year of employment will be allowed to utilize their sick leave under the sick leave usage guidelines, up to their annual accrual amount. If usage taken exceeds accrual earned, those hours in excess will show as a negative accrual balance.

40 hr Sick Leave Accrual	
Bi-weekly	Annual
5	130

- c. Paid sick leave shall continue to accrue in accordance with the above provisions during any period of leave with pay.

### 31.6 NOTIFICATION

An employee, who cannot perform assigned duties due to a reason stated above, shall inform their immediate supervisor or Battalion Chief, if supervisor cannot be contacted, of the utilization of sick leave, as soon as possible preferably one (1) hour prior to the scheduled time for reporting for duty.

### 31.7 PHYSICIAN RELEASE

If the employee's condition prevented the employee from performing the duties of the position, the District may request a written statement by a care provider licensed in the State of Oregon certifying that the employee is now physically fit to resume the performance of these duties.

### 31.8 USAGE GUIDELINES

An employee eligible for sick leave may be granted such leave for the following reasons:

- a. Incapacity of the employee due to illness **or** injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. Medical and dental appointments during working hours. Use of sick leave for scheduled medical and dental appointments shall require notification of the employee's supervisor and will be granted in accordance with the best interests of the District.
- d. Other leaves as specified by State Statutes or Federal Law.

### 31.9 DEATH OF A FAMILY MEMBER

#### a. "IMMEDIATE FAMILY"

In the event a death occurs in the immediate family of a 40-hour employee in the Bargaining Unit, the employee shall be granted leave with pay up to a maximum as follows:

1. The maximum allowable time shall be forty (40) hours. The 40 hours will consist of 24 hours of bereavement leave provided by the District and 16 hours of sick leave provided by the employee.
2. "Immediate family" shall be defined as any relative by blood or marriage who is a member of the employee's household, under the same roof, and any parent, step-parent, brother, or sister of the employee, or any parent or step-parent of the employee's spouse regardless of residence. Spouse, child, step-child see Article 31.9(c).

#### b. OTHER FAMILY MEMBERS

In the event a death occurs among other family members of an employee in the Bargaining Unit, the employee shall be granted leave with pay for up to a maximum as follows;

1. For employees with an average regular workweek of 40 hours the maximum allowable time shall be sixteen (16) hours. The 16 hours will consist of 8 hours of bereavement leave provided by the District and 8 hours of sick leave provided by the employee.
2. "Other family members" shall be defined as grandparents (not under the same roof as employee) and any grandparent, step-child, brother or sister of the employee's spouse regardless of residence.

#### c. SPOUSE/CHILD

In the event of a death of the spouse or child (including step child) of an employee in the Bargaining Unit, the employee shall be granted leave with pay up to a maximum as follows:

1. For employees with an average regular workweek of 40 hours the maximum allowable time shall be one hundred sixty (160) hours. The 160 hours will consist of 40 hours of bereavement leave provided by the District and 120 hours of sick leave provided by the employee.

#### d. DEVIATIONS

The Fire Chief shall administer the use of bereavement leave and within reasonable limitations shall have the right to deviate from this policy when the situation warrants.

### 31.10 ON CALL DUTY INVESTIGATOR

#### a. ON CALL FIRE INVESTIGATOR SCHEDULE

A quarterly on-call fire investigation schedule shall be maintained in accordance with District Policy, Deputy Fire Marshals will be the primary personnel serving in this on-call role. Other qualified Fire & Life Safety or 56-hour personnel may fill vacancies in the schedule as approved by the Fire Marshal. All sign-up on the master schedule is voluntary. If more than one DFM wishes to sign up for certain weeks, then those DFMs may sign-up for one week each in order of seniority, repeating the sign-up until all desired weeks are filled.

b. ON CALL FIRE INVESTIGATOR PAY

Personnel serving in the on-call fire investigation position shall be compensated \$3.00 / hr. for all hours outside of their on-duty work hours. This includes any meal periods and vacation leave utilized while on call.

c. ON CALL INVESTIGATOR VEHICLE

On Call Fire Investigator will have use of a District vehicle, subject to compliance with District policy.

## **ARTICLE 32**

### **COMPANY / SHIFT BIDDING**

#### **32.1 AUTHORITY AND RESPONSIBILITY**

- a. Company/shift assignment shall be accomplished by a Time-In-Grade bid system. This article shall apply to the positions of Fire Captain, Fire Engineer, and Firefighter.
- b. Time in grade shall be defined as the date of appointment as a Fire Captain, Fire Engineer, or Firefighter. In cases where multiple members share an appointment date the ranking on the promotional register will decide the order.
- c. The bid process will be conducted jointly by the Operations Chief and the Union President (or their representatives).

#### **32.2 TWO YEAR CYCLE**

- a. Bidding will be open once every two (2) years, and will take place during the month of August, of even years.
- b. New assignments shall be effective on the first day of the first FLSA cycle in January of odd years.
- c. The District will publish the new start date for each Shift on the initial vacation sign-up sheet that is distributed in September of even years.

#### **32.3 BID PROCESS**

- a. Battalion Chief assignments will be set prior to the beginning of the bid process. The District retains the right to assign and reassign Battalion Chiefs as necessary.
- b. Captains will bid first.
- c. The bid process will pause for the District to insert current probationary firefighters.

*If the District allows current probationary firefighters to control their own bid it will be treated on a case-by-case basis and will not constitute past practice either way.*

- d. The bid process will pause for the District to numerically rank each Captain on each shift to designate the order that probationary Firefighters will be assigned should any be hired/assigned to that shift during the upcoming bid cycle. All Captains are subject to the assignment of a probationary Firefighter. Probationary firefighter shift assignments are at the discretion of the District.
- e. Engineers will bid.
- f. Firefighters will bid.

#### **32.4 PARAMEDIC MINIMUM BID**

Each company will receive a minimum of one paramedic during the bid process. If an inadequate number of paramedics are available to reach this minimum, then the RVPFF and the District will meet and confer to establish new paramedic bid criteria.



### 32.5 25% SPECIALTY RULE

- a. The following specialties will be spread across all three shifts using the 25% specialty rule.
  1. Technical Rescue Team Members (TRT) – 25% of team members on each shift.
  2. Paramedics, EMT Intermediates, and AEMT's – 25% of the combined total will be distributed across each shift.  
*Example: 20 Paramedics + 7 EMT Intermediates + 1 AEMT = 28 (28 X 25% = 7)*  
*Total of 7 distributed across each shift, 4 Paramedics (1 per company) + 3 Paramedics, EMT Intermediates, or AEMT's*
  3. Firefighters who act as Engineer – 25% of Promotional register + Firefighters on Certified list.
  4. Firefighters and Engineers who act as Captain – 25% of Promotional register + Certified list.
- b. The 25% total shall be rounded down to the nearest whole number. Example: 11 TRT members = 2.75 per shift. This becomes 2 TRT members per shift minimum.
- c. The District and the RVPFF representatives will monitor the bid process to ensure that no pick is made which would preclude the minimum specialty requirement from being met. In this case the bid process will pause and the member will be contacted and advised to re-bid.

### 32.6 RE-BID RESTRICTION

The District may restrict a member from re-bidding the same station or Captain after two consecutive bid cycles. In the event of this restriction the member shall be notified prior to the new bid beginning.

### 32.7 PROMOTION TRANSFERS

- a. Members promoted to Captain or Engineer will assume the vacated position.
- b. If a paramedic is needed on a company after a member vacates a position and the member promoted to take that spot is not a Paramedic, and there are no voluntary transfer requests from a double paramedic company, then the least senior, non-probationary firefighter/paramedic on a double paramedic company will be transferred to that company, thus displacing the non-paramedic firefighter already there. In the event multiple transfer requests are received, seniority will prevail.
- c. If an adequate number of firefighter/paramedics are not available to accommodate this transfer, then the RVPFF and the District will meet and confer to establish new criteria.
- d. In the event when multiple, simultaneous promotions occur, then the RVPFF and the District will meet and confer to discuss the least impactful method to fill the vacancies.

### 32.8 PROBATIONARY FIREFIGHTER

- a. The District may adjust probationary firefighter assignments during the probationary period.
- b. As an extension of professional courtesy, the District will inform the Union President of any reassignments prior to the affected member(s) being notified so that the RVPFF may offer input as to how best minimize the impact, including transfer dates, for all affected members.

### 32.9 MEMBERS DISPLACED BY A PROBATIONARY FIREFIGHTER MID-CYCLE

In this event, the displaced member will be moved back to their previous assignment at the completion of the probationary firefighter's final exam, if the displaced member so chooses.

### 32.10 SENIORITY LIST

The District shall maintain a seniority list for personnel by time-in-grade. This list shall be separate from the date of hire seniority list.

### 32.11 COMPANY/SHIFT BID ADJUSTMENT

- a. It is acknowledge by the RVPFF that the District may adjust company/shift assignments for special situations such as documented training, performance developmental, or safety matters; however such assignments shall not be arbitrarily adjusted. It is acknowledged by the District that company/shift reassignment is the last resort and should only be utilized when other methods were not effective. Shift to shift transfers should be avoided.
- b. The District may transfer personnel between shifts to balance staffing needs.
- c. All transfers shall be as temporary as possible; however, the interests of the affected parties will be considered when Labor and Management meet to determine the possible return to their original assignments.
- d. As an extension of professional courtesy, the District will inform the Union President of any reassignments prior to the affected member(s) being notified so that the RVPFF may offer input as to how best minimize the impact, including transfer dates, for all affected members.

This AGREEMENT is hereby jointly agreed upon and shall be administered accordingly from its date of execution to and including June 30, 2017. In witness whereof, the parties hereunto set their hands.

### FIRE DISTRICT 3 - BOARD OF DIRECTORS

DATE: 6/15 2017 BY Cindy Hauser, Director  
Cindy Hauser, Secretary/Treasurer

DATE: 6/15, 2017 BY Harvey Tonn, Director  
Harvey Tonn, Director

### ROGUE VALLEY PROFESSIONAL FIRE FIGHTERS – Local 1817

DATE: 6-19, 2017 BY Ian D. Kassab, President  
Ian D. Kassab

DATE: 6-19, 2017 BY Christopher P. Harper, Secretary  
Christopher P. Harper