

# **Collective Bargaining Agreement**



Sunriver Service District

And

Sunriver Career Firefighter Association  
IAFF 4262

**July 1, 2022 – June 30, 2025**

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## **PREAMBLE**

This Agreement is entered into between the Sunriver Special Service District, hereinafter referred to as the “District,” and the Sunriver Career Firefighter Association, IAFF Local 4262, hereinafter referred to as the “Union” or “Bargaining Unit”, and whose members are hereinafter referred to as “Employee” or “Member” and collectively as “Employees” or “Members”.

## **Article 1: Recognition**

### **1.1 – Voluntary Recognition**

The District voluntarily recognizes the Union as the sole and exclusive bargaining agent in the Bargaining Unit consisting of all regular full-time Employees in the classification of Firefighter/Paramedic; Engineer/Paramedic; and Fire Captain/Paramedic. Excluded from the Bargaining Unit are all other Employees including supervisors, office staff, confidential employees, reserves, volunteers, and temporary hires. Any or all of the included classifications shall be certified as Paramedics in addition to their rank, except for those new hires on probation that have entered into a written agreement with the District to obtain Paramedic certification prior to the completion of their probationary period.

### **1.2 – Probationary Period**

Every new Employee shall serve a probationary period of twelve (12) months unless modified by mutual agreement. During this period, probationary Employees may be terminated with or without cause and such termination shall not be subject to the grievance procedure.

### **1.3 – Bargaining Unit Jurisdiction**

Due to the current size and makeup and organization, the Union recognizes that fire department operations, including all emergency services, may be performed by supervisory or managerial personnel, reserves, volunteers, or temporary employees, neither side waives their right to assert supervisor status questions in accordance with ORS 243.650 (23).

## **Article 2: Non –Discrimination**

- 2.1** This Agreement applies equally to all Members of the Bargaining Unit without regard to race, color, sex, religion, age, marital status, disability, or Union membership or activity or political affiliation of all members of the bargaining unit. All references to gender in this Agreement shall designate both sexes. When either the male or female gender is used, it shall be considered to include all Employees.

### **Article 3: Union Security/Payroll Deductions**

- 3.1** Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit. Each employee of the bargaining unit shall be entitled to withdraw from active and participatory membership in the Association by giving written notice to the Association and the District.
- 3.2** Upon receipt of a complete and signed copy of the form, the District shall deduct Union dues from the wages of such Employee. The District shall not be in violation of this provision due to check-off errors so long as such errors are adjusted no later than the end of the month payroll thirty (30) days after such notice is received.
- 3.3** If an Employee objects to “check-off” based on bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, the Employee may inform the District and the Union of the objection. The Employee and the Union shall establish a satisfactory arrangement for the distribution of the amount of money equivalent to the regular Union membership dues to a non-religious charity.
- 3.4** The District shall provide the Union with deducted union dues no more than five (5) business days after the payroll process is conducted.
- 3.5** The District shall notify the Union of all new hires including names, addresses, and dates of hire.
- 3.6** The Union shall indemnify and hold the District harmless against any claims made and against any lawsuit instituted against the District as a result of any action taken pursuant to the provision of Sections 3.1 through 3.3. The Union and the District each agree to reimburse any money paid or not paid in error within thirty (30) calendar days of when such error becomes known.

#### **Article 4: Management Rights**

- 4.1** In order to operate its business, the District, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work, as well as change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all Employees; to contract services consistent with section 4; and to determine the number of Employees, including the number of Employees assigned to any particular operation or shift.
- 4.2** Any of the rights, powers, authority and functions the District had prior to the negotiation of this Agreement are retained by the District and the express provisions of this Agreement constitute the only limitations on the District's right to manage its business. The District not exercising rights, powers, authority, and functions reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.
- 4.3** All other traditional rights of management are also expressly reserved to the District. The expressed provisions of this Agreement constitute the only limitations upon the District's right to manage its business as set forth in Article 4.
- 4.4** The District agrees to notify the Union prior to changing a working condition not covered by this Agreement which may be a "mandatory" subject of bargaining, or of decisions resulting in significant impact upon the Employees. Such changes may be addressed by the Union in accordance with ORS 243.698; however, the parties agree that bargaining will take place in 30 days, not the 90 days required by statute and that management may implement its intended change after 30 days, subject to a possible ruling by an arbitrator.
- 4.5** In the event the District determines at some future date that it is in the best interest of the citizens served by the District to merge, transfer, consolidate or contract services with another public safety agency, the rights of the Bargaining Unit Employees shall be governed by ORS 243.610 where applicable. The District agrees to negotiate the impact, if any, to the Employees affected by the District's decision.
- 4.6** The use of volunteers/reserves is not considered "contracting out services" as provided for in ORS 236.610.
- 4.7** The District is under no obligation to maintain past practices, existing conditions, or historical benefits, except as provided for in 4.4 above.

- 4.8** The decision to hire, schedule, transfer, assign, promote Employees shall be based on factors such as skill, ability, qualifications, education, training, length of service and work records as determined solely by the District. The above section shall be subject to the provisions contained in Article 9.2 and Article 25.

#### **Article 5: Strikes and Lockouts**

##### **5.1 Strikes**

All Members subject to this Agreement are strike-prohibited Employees under ORS 243.736. It is unlawful for any such Employee to strike or recognize the picket line of a labor organization while on the performance of official duties.

##### **5.2 Lockout**

There shall be no unlawful lockout of Employees in the Bargaining Unit by the District during the term of this Agreement. In the event a lockout is found to be unlawful under the statutes, the District shall, upon proper notification, allow a prompt and orderly return to work.

#### **Article 6: Copies of Agreement and other Documents**

- 6.1** The District shall furnish each Employee with a copy of this Agreement, the District's rules and regulations, and any amendments or revisions thereto.

#### **Article 7 : Union Representation**

- 7.1** Employees shall have the right to form, join, or assist in a labor organization, and to bargain collectively through representatives of their choosing.
- 7.2** Two association representatives shall be allowed time off with pay, provided that such time falls within the regular work schedule, to attend scheduled grievance proceedings, mediations, and arbitrations.
- 7.3** The Association may hold meetings in the fire station between 0815 and 0915 and after 5:00 P.M. If the meeting room is to be used, it shall be scheduled through normal scheduling procedures. The Fire Chief or his designee must approve any proposed meetings prior to 5:00 P.M. on weekdays.
- 7.4** Union meetings shall not interfere with responses by on duty personnel.

## **Article 8: Bulletin Board**

- 8.1** The District shall provide a bulletin board for Union use. This bulletin board shall be located in the fire station next to similar bulletin boards. The parties agree that the bulletin board shall be used by the Union to keep Members informed as to its social, charitable, and representational activities.

## **Article 9: Seniority**

- 9.1** Seniority as used in this Agreement is determined by the length of time of an Employee's continuous service with the District since their last date of hire.
- 9.2** Seniority in rank is determined by date of appointment. If two or more Employees start on the same date, the order of seniority shall be determined by the entrance examination score prior to the assignment.
- 9.3** Union members with prior service with the Sunriver Owners Association (SROA) shall be recognized as having continuous service with and by the District since their original date of hire.
- 9.4** The District shall provide the Association with a copy of the Date of Hire Seniority list on July 1 of each year. Corrections noted by the Union shall be made within thirty (30) days.
- 9.5** Continuous service is defined as that service unbroken by separation from fire department employment, except that time on vacation, sick leave or leave of absence with pay. Employees returning from military leave, layoff, or leave of absence without pay, shall be entitled to credit for service prior to leave or layoff.
- 9.6** If an Employee leaves the Bargaining Unit to go to a position outside the Bargaining Unit, their seniority shall be frozen. Should they return to the Bargaining Unit, they shall receive only credit for the time spent in the Unit.
- 9.7** An Employee shall lose all seniority in the event of discharge for just cause or voluntary termination of employment, or a layoff of more than two (2) years.



## **Article 10: Hours of Work**

- 10.1** Normal work schedules for 56-hour employees shall include a regular shift schedule composed of one 48-hour shift, also called a tour, on-duty and ninety-six (96) hours off-duty.
- 10.2** Employees shall have the right and approval of the District to exchange shifts with the approval of the Fire Chief or his designee. Trade time will normally be rank for rank unless the Employees are on an established Acting in Capacity (AIC) list. The District shall not be responsible or liable for any unfulfilled trade time due to Employee error. Employee shift trades must be approved by a Chief Officer if there are two (2) employees scheduled for vacation during the desired shift trade.
- 10.3** The hourly rate shall be the Employee's monthly base wage divided by 240.
- 10.4** When necessary for the District to change an Employee's permanent shift assignment for 60 calendar days or longer, and except in the case of unforeseen emergency situations, the Employee shall be notified a minimum of thirty (30) calendar days prior to such a change.
- 10.5** 56-hour employees shall not work more than 72 consecutive hours without management approval. Unless approved, employees working in excess of 72 hours must have 8 consecutive hours off duty before being eligible for reassignment, unless the employee states he/she is well rested and physically/mentally ready to work the remainder of the shift.
- 10.6** Forty-hour workweek schedules may be comprised of five eight-hour days, or four ten-hour workdays in each seven-day period at the discretion of the fire chief.
- 10.7** Flexible schedules may be considered for those employees who are not working a 56-hour work week schedule.

## **Article 11: Safety**

- 11.1** The District and the Union agree to cooperate in the continuing objective to eliminate accidents and minimize health hazards.
- 11.2** All Employees are encouraged and expected to inform their supervisor of safety concerns in the workplace including health and safety issues.
- 11.3** The District and the Union shall participate on a Fire Department Safety Committee as required by OSHA.

## **Article 12: Overtime**

- 12.1** As used in this Agreement, “overtime” shall mean any time worked in excess of the regular work schedule or in excess of 182 hours in a 24-day work period. Any paid time off shall be considered time worked, except for time off related to on-the-job injuries as in Article 22.
- 12.2** Employees shall be paid overtime at time and one-half (1-1/2) their regular hourly rate. The District requires that all overtime worked must be expressly authorized and approved in advance unless the Employees is engaged in providing emergency services at the end of the assigned shift.
- 12.3** Any Employee who is authorized and directed to work overtime shall receive overtime compensation. This applies to working call back for sick leave, personal emergencies, fire recall, personnel call back (2PC), ambulance recall, vacation, on-the-job injuries, training and mandatory court appearances, or other incidents requiring an off-duty person to be called.

Overtime for call back (2PC) and ambulance recall shall be at not less than four (4) hours per incident.

All other instances shall be paid at actual time worked, in increments of not less than one-quarter (1/4) hour.

- 12.4** Overtime compensation shall be calculated based on the Employee’s total salary package times one and one-half (1-1/2). Upon termination, retirement, or death, the Employee or heirs shall receive cash compensation for accrued overtime at the Employee’s rate of pay.
- 12.5** Compensatory Time: An employee may elect to be compensated for overtime worked in cash or by accruing compensatory time off. Compensatory time (Comp Time) off shall be earned at one and one-half (1½) times the overtime hours worked but shall not exceed a maximum of forty-eight (48) hours.

1. Any overtime worked by an employee who has accrued the maximum Forty-eight (48) hours of comp time shall be paid as overtime.
2. Employees off on comp time are not eligible for mandatory callbacks.
3. Upon separation from employment with the Service District, accrued comp time will be paid to the employee at the final regular rate earned by the employee.
4. Comp time may be taken at any time in lieu of accrued vacation time.
5. Comp time may be taken when there are two people off on vacation if by taking comp time does not create overtime.

- 12.6** District management-initiated phone calls received at home/off-duty for the purpose of questions or inquiries on work related subjects are considered hours worked under Federal Labor Standards Act (FLSA). Consistent with FLSA, however, if the time is considered “de minimis” it will not be compensable. The employee must work at least one-tenth (1/10<sup>th</sup>) of an hour or six (6) minutes before receiving pay.

**Article 13: Acting in Capacity**

- 13.1.** Only those Employees meeting the proper qualifications may act in capacity for any rank within the Bargaining Unit above their normal classification.
- 13.2.** Employees directed and assigned to perform duties of a Bargaining Unit position or rank above their normal classification shall be paid, from the time of assignment, at the next highest salary amount included in Appendix “A” (salary schedule).

**Article 14: Schools, Seminars, Training, and Meetings**

- 14.1** Attendance for activities such as schools, seminars, training, and meetings shall fall into one of two categories: those where attendance is mandated or required by the District; and those where attendance is voluntary at the Employee’s own discretion.
- 14.2** Any time such attendance as noted above impacts staffing and/or District operations approval must be obtained from the District prior to attendance.
- 14.3.** For District mandated or required schools, seminars, training, and meetings the Employee shall be reimbursed for the following items:
1. Cost for food shall be reimbursed in accordance with District Financial Policy.
  2. Lodging shall be reimbursed when such function occurs at least 60 miles outside the boundaries of the District and is necessary to ensure timely attendance.
  3. When it is necessary for an Employee to use their personal vehicle travel expenses shall be reimbursed at the rate established by District Financial Policy. Any other mode of transportation shall be reimbursed according to actual costs with prior approval.
  4. Employees attending such activities on their normal days off shall receive overtime for actual hours in attendance rounded to the nearest ¼ hour.
- 14.4** For all other schools, seminars, training, and meetings not mandated or required by the District, the District may, at its own discretion, cover all or portions of the costs for subsections (a) through (d) above with prior approval.
- 14.5** Any non-mandated training where either a grade or passing score is given, the Employee must receive a minimum “C” grade or passing score to be reimbursed for approved

expenses. If items have been pre-paid the Employee will reimburse the District for all pre-paid costs if they do not receive a passing grade or score.

- 14.6** The District shall pay expenses associated with the Paramedic Recertification and mandatory certifications.

**Article 15: Vacations**

- 15.1** An Employee shall earn vacation leave from the date of employment; however, no vacation may be used during the first six (6) months of such date, except under special circumstances and approved by the fire chief or his designee.
- 15.2** Only two (2) employees will be allowed off at any one time. Vacation requests will be granted to the first two (2) employees that have submitted requests based on the date and time the leave request was submitted. Vacation leave requests can be submitted up to eighteen (18) months in advance. Employees whose vacations have been approved are ineligible for mandatory call back.
- 15.3** An Employee who terminates for any reason prior to completing their probationary period shall not be entitled to cash compensation in lieu of vacation leave.

**15.4 – Vacation Benefit Schedule:**

1st and 2nd years	16 hours/month (8 shifts/year)
3rd through 6th years	20 hours/month (10 shifts/year)
7th through 10th years	24 hours/month (12 shifts/year)
11th through 15th years	28 hours/month (14 shifts/year)
16th through 20th years	32 hours/month (16 shifts/year)
21st through 25th years	36 hours/month (18 shifts/year)
26th year and beyond	40 hours/month (20 shifts/year)

**15.5 – Vacation Maximum Accrual:**

The maximum accrual of vacation hours will be 400 hours. For the duration of this agreement, the District will assist employees in managing this maximum accrual by scheduling time off and/or allowing a short-term carryover of hours.

**15.6 – Cash Out of Unused Vacation Hours.**

One time per calendar year, the Employee shall have the option to cash out up to one-half (1/2) of all available accrued vacation hours at 100% of the Employee’s regular pay rate.

## **15.7 – Holidays**

The District shall compensate each Employee with eight (8) hours of straight time pay at their base wage scale for each holiday irrespective of whether the Employee was required to work on a holiday or not.

The District observes the following holidays:

New Year's Day  
MLK Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving, including the following Friday  
Christmas Day

## **Article 16: Civil Service**

- 16.1** The District has adopted the Sunriver Service District Civil Service Rules for Firefighters, which apply to the members of the Bargaining Unit. Should a conflict exist between this Agreement and the Civil Service Rules, this Agreement shall prevail.
- 16.2** The District shall provide the Union with a current copy of the Civil Service Rules.
- 16.3** Should the District draft proposed changes to the Civil Service Rules, the District shall provide the proposed changes to the Union for review prior to adoption.

## **Article 17: Sick Leave**

- 17.1.** "Sick leave" is defined as time taken off due to off-the-job illness or injury; disability due to pregnancy; family leave; medical leave; or off-the-job doctor, dental or medical appointments. The primary purpose of sick leave is to protect the Employee against loss of income due to injury or illness. If major illness should occur, all accumulated sick leave will be utilized, and then all earned vacation leave. Each Employee shall earn sick leave based on the following:
1. Sick leave must be used in increments of one (1) hour or more, and proof of illness or injury as supported by a doctor excuse may be required.
  2. Sick leave may be accumulated up to 1440 hours (60 shifts) during term of employment.
  3. Upon separation of employment for any reason other than cause, accrued sick leave shall be credited to the Employee's PERS account as provided for in ORS 238.350 and the restrictions stated therein.

- 17.2.** No sick leave benefits are given during the first three (3) months of employment. Upon successful completion of their first three (3) months of employment, 48 hours of sick leave shall be credited to the Employee's account. Thereafter, 56-hour employees shall earn sixteen (16) hours per month beginning January 1, 2014. Forty-hour employees will earn 12 hours per month.
- 17.3** The District will allow employees in good standing to sell back their unused sick leave at the time of separation or retirement. The employee may sell up to \$11,000 of their sick leave balance to be deposited in the employee's District VEBA account. The total amount of the sick leave sell-back shall not exceed \$11,000. Terminated employees will not be eligible to sell back their unused sick leave.

### **Article 18: Bereavement Leave**

- 18.1** In the case of death in the Employee's immediate family, the Employee is eligible for one (1) 48-hour tour off to attend the funeral. However, if travel to attend the service or other responsibilities exceeds 250 miles, the employee shall be granted an additional 48-hours with pay. If notified of a death in the immediate family while at work, the Employee may leave work without loss of pay for the remainder of the scheduled work hours for that day in addition to the days covered under this section.

Immediate family includes spouse, children spouse children (including stepchildren), parents (including stepparents), sisters, brothers, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and members of the Employee's immediate household. The Employee must attend the remembrance (funeral) to be eligible for leave under this section.

Employees who wish to take time off work to attend the funeral of persons who are not immediate family as described above may request the use of vacation time or an unpaid personal leave of absence.

### **Article 19: Leave Without Pay**

- 19.1.** Any Employee, having worked for the District for at least one (1) year, may be granted a leave of absence without pay for up to one (1) year upon approval of the District. Request for such leave must be in writing and must establish justification for approval by the District.
- 19 .2** Leave without pay, for any period of time, shall only be granted once the Employee has exhausted all of his/her available vacation and sick leave.
- 19.3** Employees on leave without pay for longer than thirty (30) days shall not accrue or be eligible for any benefits or seniority credits under the terms of this Agreement, while on such extended leave.

- 19.4** An Employee must report to the District his/her availability for work by the expiration date of the leave, failure to do so shall be considered a voluntary resignation by the Employee.
- 19.5** Employees on leave without pay for longer than 90 days may be required to satisfactorily complete a medical evaluation prior to returning to work.
- 19.6** The District cannot guarantee employment upon return from leave without pay if no position is available. However, the affected Employee shall be placed at the top of the District's hiring list.

## **Article 20: Other Paid Leave**

### **20.1 Jury Duty**

If an Employee is required to perform jury duty, the Employee shall be given the necessary time off to perform that service. For jury duty, the District will make up the difference between jury duty pay and the Employee's regular pay. Under no circumstances shall the Employee earn less than their regular pay. When an Employee's service on a jury causes them to lose regularly scheduled work, the Employee shall receive the equivalent to their regular pay provided that:

1. The Employee presents the summons to serve on a jury to the Fire Chief.
2. The Employee furnishes the Fire Chief with evidence of having served on a jury for the time claimed.

Time spent on a jury shall not be counted as hours worked for the purpose of computing overtime pay under FLSA rules.

### **20.2 Parental Leave**

Parental leave shall be granted as provided by State and Federal law.

### **20.3 Military Leave**

Military leave shall be granted as provided by ORS 408.290 and Federal law "Uniformed Services Employment and Reemployment Rights Act."

### **20.4 Family Medical Leave**

The Employee may, at his or her discretion, utilize those benefits as provided for in the Oregon and Federal Family Medical Leave Acts. The District shall provide such information to each Employee.



**Article 21: Insurance**

- 21.1** The District agrees to offer a comprehensive medical plan, dental plan, vision plan, life insurance and long-term disability. Plan details, including eligibility requirements and benefit summaries, are available in the District’s office. Employees will be eligible for health insurance starting on the first day of the month following their first day working, not to exceed 30 days.
- 21.2.** The District reserves the right to select or change insurance carriers with 60-day advance notice to the Union and cannot and does not guarantee any specific level of benefits. However, changes shall not be made without Employee Insurance Committee participation as set forth in Section 21.6.
- 21.3** The District agrees to provide medical, dental, and vision insurance to each Employee at no cost to the Employee. Employees who wish to insure other immediate family members (spouse or children) agree to pay \$50 per month towards cost of premiums. Although the District cannot guarantee any specific level of benefits, the District does guarantee that it shall not reduce the amount of insurance premiums made on behalf of Employees during the term of this Agreement.
- 21.4** The District agrees to provide each Employee with group term life insurance equal to the Employee’s base salary up to \$75,000 along with accidental death and dismemberment insurance at no cost to the Employee as described in Section 21.1.
- 21.5** The District agrees to provide each Employee with long-term disability insurance at no cost to the Employee as described in Article 22.
- 21.6** Insurance Committee.

The District shall form an insurance committee consisting of employee and management representatives. The Union shall appoint the Employee representatives from the Bargaining Unit. The committee shall meet on a regular basis to review the status of the current plans, benefit levels and available providers. The committee shall make final recommendations to the District’s Board of Directors.

- 21.7** The District agrees to establish an HRA VEBA account for all bargaining unit members and contribute annually to the employees HRA VEBA accounts. All contributions will be made on January 1, of each year.

HRA VEBA Contribution rates:

Employee Only	\$1200
Employee and Spouse	\$2400
Employee and Spouse and Child	\$2600
Employee with Children	\$2600

Should there be a change of employee status during the course of the year, e.g., an employee marries, the HRA VEBA contribution will be adjusted as of the date of the status change, and the contribution pro-rated based upon the number of months remaining

in the contribution period. The District will be informed of the change of employee status in a timely manner.

**21.8 Medical Transportation.**

The District will cover ground medical transportation with an appropriate company to employees. If an opportunity to provide a benefit greater than ground transportation, such as air transport, the District at its discretion may do so without establishing a past practice of providing air transport. The District may discontinue any transportation upgrade as long it continues to provide ground transportation membership at no cost to the employee.

**Article 22: Industrial Accident and Long-Term Disability Insurance**

**22.1** The District shall provide Employees with industrial accident or illness insurance in accordance with the law.

## **Article 23: Grievance Procedure**

Prior to initiating the formal grievance process, a good-faith effort will be made between the Union and the Fire Chief to resolve a dispute.

**23.1** For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement. As used in this article, unless otherwise specified, “days” means business days, Monday through Friday.

**23.2** The time limits as specified may be extended through mutual agreement of the parties. Any or all-time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with the time limits specified in this article, without such waiver, shall constitute an abandonment of the grievance. Failure by the District to respond in a timely manner shall result in the automatic advance to the next Step in this procedure.

### **23.3 Step 1**

The Employee(s) or their representative shall discuss the grievance with the employee’s immediate supervisor within ten (10) business days of the occurrence thereof, or of the Employee’s knowledge thereof. Such discussion shall include the facts upon which the grievance is based, and the specific remedy sought. The supervisor shall respond to the grievance as quickly as possible, but no later than five (5) business days after the grievance is first discussed.

### **23.4 Step 2**

If after ten (10) business days from the immediate supervisor’s reply the grievance remains unresolved, the Union together may claim a breach of this Agreement by submitting written notice to the Fire Chief. This grievance letter shall include: (1) statement of the grievance and relevant facts; (2) specific provision(s) of the contract violated; (3) remedy sought. The Fire Chief shall respond in writing no later than five (5) business days after receipt of the grievance; provided, however, that the Fire Chief may request a meeting with the Union to discuss the issue, and such meeting shall be scheduled in accordance with Article 7. In such case, the Fire Chief shall respond in writing within five (5) business days following the meeting.

### **23.5 Step 3**

If the grievance is not resolved within ten (10) business days following the Fire Chief’s response, the grievance along with all pertinent written information, shall be submitted to the District Managing Board. The Board shall have ten (10) business days to resolve the grievance in writing following the receipt of the grievance.

#### **23.6 Step 4**

Within fifteen (15) days following the receipt of the Board's decision, the Union may advise the District of their intent to request binding arbitration. Selection of an arbitrator shall be conducted in the following manner:

If the parties do not agree on arbitrator, a list of five (5) names shall be requested from the State of Oregon Employment Relations Board. All names shall be residents of Oregon. The party striking the first name shall be determined by a coin toss. The parties shall alternately strike one (1) name from the list until only one (1) is left. The one (1) remaining shall be the arbitrator. The arbitrator shall conduct arbitration according to the current rules of arbitration and shall render a decision with thirty (30) days. The decision of the arbitrator shall be binding on both parties.

**23.7** Each party shall be responsible for all cost of presenting its position to the arbitrator.

**23.8** The cost of the arbitration hearing shall be shared equally by both the District and the Union.

**Article 24: Retirement and Deferred Compensation Program**

- 24.1** The District shall participate in the Oregon Public Employees Retirement System (PERS) for members of the Bargaining Unit.
- 24.2** The District shall “pick-up” the Employee’s contribution of six (6) percent for all Members of the Bargaining Unit.
- 24.3** The District shall continue to provide an optional deferred compensation program (IRS 457) to which the Employees may contribute. This program shall be agreed upon by the District and the Union

**Article 25: Layoffs**

- 25.1** In the event of layoff for any reason, Employees shall be laid off in the inverse order of their seniority.
- 25.2** Employees shall be called back from layoffs in the order of their seniority of service. A laid off employee who declines to accept reappointment or does not report for duty when notified by registered mail at the Employee’s known address within thirty (30) days from receipt of notice shall be considered permanently separated from service.

## **Article 26: Clothing and Uniforms**

- 26.1** Employees covered under this Agreement shall be provided with uniforms by the Fire District. All uniforms items provided to an Employee shall be purchased new.
- 26.2** All items of clothing belonging to the Fire District that are damaged in the line of duty shall be replaced, dry cleaned or mended at the District's expense.

## **Article 27 : Personnel File**

- 27.1** No material in any form which can be construed to be derogatory shall be placed in the Employee's personnel file unless they have been allowed to read such material, to sign such material indicating receipt only and unless they are given the opportunity to respond in writing to this derogatory material which shall be contained in the Employee's personnel file as long as derogatory material is contained therein.
- 27.2** Any employee shall have the right to access and reproduce their file as outlined in ORS 652.750.

## **Article 28: Use of Alcohol and Drugs**

Statement of Principle: The district and the Association jointly recognize that the use of drugs and alcohol which adversely affects job performance may constitute a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operation of the organization.

### **28.1- Definitions**

"Drugs and Alcohol": For the purposes of this Agreement drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance prescribed for the Employee's use.

"Drug and Alcohol Tests": The compulsory production and submission of urine, breath or blood by an Employee in accordance with procedures contained herein for chemical analysis to detect prohibited drugs and/or alcohol use.

"Reasonable Suspicion": Reasonable suspicion shall be as defined by Oregon law.

"Under the Influence": An Employee is considered to be "under the influence of intoxicants" when the Employee's blood alcohol content exceeds .02%. An Employee is considered to be "under the influence of a controlled substance"

when a detectable amount of the substance is found in the Employee's body that may impair the Employee's ability to safely and efficiently perform assigned work.

## **28.2— Prohibited Conduct**

Except as authorized by District policy for job-related reasons, the following conduct is strictly prohibited and may subject an Employee to immediate discipline:

1. The unlawful buying, selling, transportation, possession, providing, or use of intoxicants or any controlled substances.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an Employee has a detectable amount of any controlled substance found in the Employee's body which may impair the Employee's ability to safely and effectively perform assigned work (but excluding any substance lawfully prescribed for the Employee's use).
3. In the event that the District wishes to callout an Employee to perform additional duties and the Employee has consumed intoxicants, the Employee shall notify the Employee's supervisor as to the amount of intoxicants the Employee has consumed, and the District shall decide whether the Employee will be called out to perform additional duties.
4. Failure to report use of prescribed medication, controlled substance, and over-the-counter drugs as described in Sections 28.10 and 28.11 of this Article.

## **28.3— Preconditions to Drug and Alcohol Testing**

The District shall use Cascade Medical Clinic to provide quality control, documentation, chain of custody, technical expertise, and demonstrate proficiency in urine and blood collection.

## **28.4— Grounds for Testing**

Random testing of any kind is prohibited.

Employees may be required to submit to drug testing if reasonable suspicion exists that there is a violation of this Article.

The District may test for those drugs for which it has reasonable suspicion that an Employee may have consumed.

Testing shall occur at any time an Employee is involved in a vehicular accident or at any time the Employee was directly involved in any other type of accident in which there was death or injury, or which resulted in damage to private property.

### **28.5— Testing Mechanisms**

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on all Employees of the Bargaining Unit:

Standard urine drug screening.

Confirmatory tests will be by use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the District.

Alcohol testing may include standard field impairment tests, breath test and or standard laboratory blood alcohol analysis tests.

### **28.6- Procedures to be Used When the Urine Sample is Given**

The following procedure shall be used whenever an Employee is requested to give a urine sample:

1. Prior to testing, the Employee shall be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. The District shall supply a form for this purpose. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity, district and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples shall then be sent or delivered to the District's designated testing laboratory. The other sample shall be held for the Employee until the Employee either instructs that it be sent to their designated lab or destroyed.



4. The sample shall first be tested using the screening procedure set forth in Section 28.5 (1) of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the Employee shall be notified of the positive results within 24 hours after the District learns of the results and shall be provided with copies of all documents pertinent to the test sent to or from the District by the laboratory. The Employee shall then have the option, at the Employee's own expense, of having the untested sample submitted to a laboratory, of experience and capability of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urine and blood analysis.
6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

#### **28.7— Procedures Used When the Blood Sample is Given**

The following procedure shall be used whenever an Employee is requested to give a blood sample:

1. The Employee shall be transported as soon as possible to the District physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been drawn, it shall be divided into two (2) equal parts. Each of the two (2) portions of the sample shall be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One of the samples shall then be sent or delivered to the District's designated testing laboratory. The other sample shall be held for the Employee until the Employee either instructs that it be sent to their designated lab or destroyed.
3. If the test is positive for the presence of alcohol, the Employee shall be notified of the positive results 24 hours after the District learns of the results and shall be provided with copies of all documents pertinent to the test sent to or from the District by the laboratory. The Employee shall then have the option, at the Employee's own expense, of having the untested sample submitted to a laboratory, of experience and capability of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urine and blood analysis.
4. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

## **28.8— Consequences of Positive Test Results**

An Employee who has been tested positive for the presence of intoxicants or controlled substances pursuant to this article may be referred to the Employee Assistance Program or drug and alcohol counseling. An Employee's successful participation in the Employee Assistance Program or in drug or alcohol counseling may be taken into consideration as part of any disciplinary action that may be taken.

An Employee who tests positive may be subject to unannounced testing for a one-year period following the positive test, If the Employee violates the terms of agreed to treatment or again tests positive during such a period, the Employee shall be subject to further disciplinary action, up to and including possible termination.

## **28.9- Prescribed Medications**

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 Employee's supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. Failure to report the use of prescribed medication, which the Employee has been informed, may affect the Employee's abilities to safely perform assigned duties, or a controlled substance 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 shall be required.

## **28.10— Use of Over-the-Counter Medications**

The use of over-the-counter medications is in no way prohibited. An Employee who ingests an over-the-counter medication in a dose that may affect the Employee's ability to safely perform assigned duties must report the use of the over-the-counter medication to the Employee's supervisor. The decision, once informed by the Employee, as to whether or not the Employee works the Employee's assigned duties shall be the responsibility of the Employee's supervisor. There shall be no discipline to an Employee who reports to the Employee's supervisor the use of an over-the-counter medication, which the Employee feels, may affect the Employees' assigned duties. Failure to report the use of an over-the-counter medication, which the Employee feels may affect the Employee's ability to safely perform the Employee's duties, may subject the Employee to disciplinary action.

## **28.11- Searches**

For administration of this Article, the District may upon reasonable suspicion conduct searches on District property of Employees, and/or assigned District property and/or their personal property, excluding personal vehicles parked on

District property. An Employee has the right to request a Union representative be present during the search as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the District's right to conduct administrative searches of assigned District property for other purposes or searched related to any criminal investigation.

## **28.12— Interference with Policy**

Any activity, which purposely interferes with this Substance Abuse Policy, shall be grounds for disciplinary action, which may include discharge. Examples include, but are not limited to, the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances, failure to cooperate with any tests outlined in this policy or determine the presence of intoxicants or controlled substances, and failure to cooperate with any searches.

## **28.13— Employee Rights**

The Employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not cause an unreasonable delay in testing. Nothing herein shall restrict the Employee's right to representation under general law.

If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The Employee shall be provided with a copy of the results and all documentation on the testing shall be sealed and maintained in a secure place.

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 custody of the specimen, and the accuracy rate of the laboratory.

**Article 29: Wellness Program**

- 29.1.** The District shall provide six (6) club memberships to Sage Spring Spa, for Employees to use while on duty, at no cost to the Employee when the ability to utilize the workout facility at the fire station is no longer available for use.
- 29.2.** At any time, the cost for such membership increases by more than ten percent (10%) in any given year or Sage Spring Spa goes out of business or is sold, the District may opt to provide in-house cardiovascular and strength training equipment in lieu of any club membership. The type and amount of equipment to be provided shall be negotiated between the District and Bargaining Unit at that time.
- 29.3** Each employee will be granted one and one half (1.5) hours per duty day to perform physical fitness. Physical fitness time will only be superseded by emergency responses and pre-scheduled activities. Physical fitness time will be managed by the Shift Captain and the operating hours of Sage Springs Club and Spa.

### **Article 30: Discipline**

- 30.1** No permanent (non-probationary) Employee shall be disciplined or discharged without just cause.
- 30.2** Letters of counseling and documented reprimands shall be deemed stale one (1) year after the incident which caused the reprimand to be issued unless the employee receives subsequent discipline within that time period. Written reprimands shall be deemed stale after two (2) years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period. Suspensions without pay shall be deemed stale after five (5) years from the incident in question unless the employee receives subsequent discipline of a like nature within that time period.
- 30.3** Disciplinary action, up to and including discharge, shall be for just cause. Formal disciplinary action shall include a statement to the employee advising of the reasons and action to be taken. Prior to termination, an employee shall be entitled to a pre-termination hearing with the Fire Chief or designee. Disciplinary actions or measures shall normally be invoked in the order listed:
- Verbal warning, documented in writing and not subject to grievance past the Fire Chief
  - Written warning notice
  - Suspension with loss of pay
  - Last Chance Agreement
  - Demotion
  - Termination

### **Article 31: Savings Clause**

- 31.1** If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of the law, or by any lawful tribunal jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section in accordance with ORS 243.702 and ORS 243.698.

**Article 32: Duration of Agreement**

- 32.1** Wages, overtime, longevity pay, and holidays shall be retroactive to the effective date of this Agreement.
- 32.2** This Agreement shall be effective as of July 1, 2022 and shall be binding upon the District and its Members and shall remain in force and effect through June 30, 2025. This Agreement shall remain in full force and effect pending the signing of a successor Agreement.

**APPENDIX A: Wage Scales for Represented Fire Personnel**

Hourly and Monthly Wages are Shown

7/1/2022-6/30/2023 5% for all Ranks Plus 2% for Firefighter					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Firefighter</b>	\$21.36	\$22.41	\$23.54	\$24.72	\$25.95
<b>Engineer</b>	\$24.03	\$25.22	\$26.49	\$27.80	\$29.20
<b>Captain</b>	\$27.23	\$28.59	\$30.02	\$31.58	\$33.11
<b>Firefighter</b>	\$5,125.38	\$5,377.28	\$5,649.74	\$5,932.48	\$6,228.08
<b>Engineer</b>	\$5,768.28	\$6,053.04	\$6,357.96	\$6,672.96	\$7,008.12
<b>Captain</b>	\$6,534.36	\$6,861.96	\$7,204.68	\$7,580.16	\$7,945.56

7/1/2023-6/30/2024 7% for all Ranks					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Firefighter</b>	\$22.85	\$23.97	\$25.19	\$26.45	\$27.77
<b>Engineer</b>	\$25.72	\$26.99	\$28.35	\$29.75	\$31.24
<b>Captain</b>	\$29.13	\$30.59	\$32.12	\$33.79	\$35.42
<b>Firefighter</b>	\$5,484.15	\$5,753.69	\$6,045.22	\$6,347.76	\$6,664.04
<b>Engineer</b>	\$6,172.06	\$6,476.75	\$6,803.02	\$7,140.07	\$7,498.69
<b>Captain</b>	\$6,991.76	\$7,342.30	\$7,709.01	\$8,110.77	\$8,501.75

7/1/2024-6/30/2025 7% for all Ranks					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Firefighter</b>	\$24.45	\$25.65	\$26.95	\$28.30	\$29.71
<b>Engineer</b>	\$27.52	\$28.88	\$30.33	\$31.83	\$33.43
<b>Captain</b>	\$31.17	\$32.73	\$34.37	\$36.16	\$37.90
<b>Firefighter</b>	\$5,868.04	\$6,156.44	\$6,468.39	\$6,792.10	\$7,130.53
<b>Engineer</b>	\$6,604.10	\$6,930.13	\$7,279.23	\$7,639.87	\$8,023.60
<b>Captain</b>	\$7,481.19	\$7,856.26	\$8,248.64	\$8,678.52	\$9,096.87

If the District underpays an employee for any reason, the employee shall be compensated immediately, and the error shall be corrected, and the employee compensated within two (2) business days.

The monthly salaries in the above Wage Scales will reflect the following adjustments in year 1-3:

- July 1, 2022 – June 30, 2023: 5% for all ranks plus 2% for Firefighters wage
- July 1, 2023 – June 30, 2024: 7% All Ranks
- July 1, 2024 – June 30, 2025: 7% All Ranks

New hourly wage rates shall be calculated in accordance with Article 10.3

**Readjust steps**

Employee that is promoted up the chain of command shall be placed in a step that is equal to or more than their current pay. Employee that is demoted to a lower rank on the chain of command shall be placed in a step that is equal to their current pay. Each step equals one (1) year of employment. Current Employees shall be placed in their current step range based on seniority and rank.

**Longevity Pay**

Longevity pay will begin the first of the month following the date of completion of the 60<sup>th</sup> month of seniority. Longevity pay will be paid as follows:

- Completion of five (5) years of service through nine (9) years at \$100 per month.
- Completion of ten (10) years of service through nineteen (19) years at \$150 per month.
- Completion of twenty (20) years of service at \$200 per month.



**APPENDIX B: Incentive Pay**

Incentive pay for college degrees as listed below shall be paid in addition to an employee's base pay with a cumulative limit of five (5%) of the Employee's base pay.

Associate Degree in Fire, EMS, Prevention, or Wildland 2.5%

Bachelor's Degree in Fire Science, or Business Management 5.0%

If an employee believes they should receive incentive pay for a degree that is not listed above, the employee may petition in writing to the Fire Chief. The petition will include all courses taken to earn the degree and state why the degree will be beneficial to the Sunriver Fire Department in performing the employee's duties.

The Fire Chief will review the petition. If the degree is accepted as beneficial, the Fire Chief will assign incentive pay that ranges from 1% to 5% at their sole discretion.

**APPENDIX C: Limited Duration Employee**

District and Union recognize the challenges the District faces hiring skilled entry level employees for a limited duration. Therefore, the District and Union agree to the creation of a new job classifications attached hereto, called “Limited Duration Employee. Limited Duration Employees shall be included in the bargaining unit. The parties recognize that certain provisions of the collective bargaining agreement do not apply to the new job classifications. Set forth below is a list of those Articles and sections which shall not apply to those who fall under Appendix C:

Article 9	Seniority
Article 15	Vacations (Sections 15.5 and 15.6)
Article 17	Sick Leave (Sections 17.3 and 17.4)
Article 19	Leave without pay
Article 21	Insurance
Article 23	Grievance Procedure (Section 23.6, 23.7 and 23.8)
Article 24	Retirement (Section 24.4)
Article 25	Layoffs
Article 26	Uniforms (Uniforms shall be provided)
Article 27	Personnel File (Sections 27.4)
Article 30	Discipline and Discharge

NOTE: Limited Duration Employees are “at will” employees and may be terminated at any time at the sole discretion of the District. Limited Duration Employees will be terminated prior to any layoff of Regular Fulltime Employees

Length of Limited Duration employment will be no less than one pay cycle and no greater than six (6) months. In the event the Limited Duration employment reaches its six months cap, a review by both Fire Chief and Association, with both in agreeance, can extend the limited duration employment for up to another six (6) months.

**SIGNATURES**

For the District:

For International Association of Fire  
Fighters Local 4262:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Bill Hepburn, Board Chair

Ryan Rasmussen, President