

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5169
AND
NESTUCCA RURAL FIRE PROTECTION DISTRICT

Effective July 1, 2024 through June 30, 2029

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PREAMBLE

This Agreement is entered into by and between the Nestucca Rural Fire Protection District, hereinafter referred to as the "District," and the International Association of Fire Fighters, Local 5169, hereinafter referred to as the "Union." The parties mutually agreed to negotiate a contract.

It is the purpose of this document to set forth the full Agreement between the parties and to achieve and maintain harmonious relations between the District and the Union; and to establish standards of wages, hours and working conditions, in order that efficient and progressive public services may be rendered.

In all instances, this contract between the District and the Union shall take precedence over conflicting rules and regulations. Refer to the District Policies for any rules or regulations not addressed in this agreement.

ARTICLE 1- COMPLETE AGREEMENT

Pursuant to their statutory obligations to bargain in good faith, the District and the Union have met in full and free discussion concerning matters of "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the District and the Union resulting from these negotiations. The Union agrees that the District has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions. However, this article shall not be interpreted to restrict the Union's right to bargain the decision and the impact of subjects of bargaining, where the District is compelled to negotiate over the matter by state law. In the case of a disagreement between the parties, the Employment Relations Board shall make the decision under this subsection as to whether the District is compelled to negotiate under State law.

ARTICLE 2- RECOGNITION

- 2.1 Recognition:** The District recognizes the Union as the sole and exclusive bargaining agent for all members of the bargaining unit, as determined under applicable procedures with respect to wages, hours, and other terms and conditions of

employment. The bargaining unit shall consist of the following positions:

Firefighter/Engineer, Lieutenants, and Captains. All other positions and/or classifications are excluded from the bargaining unit.

- 2.2 Changes of Unit:** If the duties of any existing classifications are substantially changed, or if a new position or classification is added into the bargaining unit, a proposed wage scale shall be assigned thereto, and the District shall forward the new or changed class and proposed wage to the Union for review. The contract may then be subject to reopening for purposes of negotiating work conditions including wages and hours worked pursuant to Article 12 and Article 15 following ORS 243.650.

ARTICLE 3- UNION SECURITY AND CHECKOFF

- 3.1 Application:** This Agreement applies equally to all members of the bargaining unit. Membership or non-membership in the Union shall be the sole decision of employees covered by this Agreement. Any employee covered by this Agreement may, at any time after hiring, or transfer, into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a Union Authorization form, authorizing the District to deduct from his or her wages, and to remit to the Union, the normal and usual dues required by the Union's Constitution and Bylaws.
- 3.2 Liable for Errors:** The District shall not be held liable for errors in deductions provided in this Article. The Union agrees to indemnify, defend, and hold the District harmless against any claims made or suits brought against the District as a result of this Article. The Union shall provide the District prior written notice of at least one month of any change in dues amounts.
- 3.3 Deduction Changes:** The Secretary-Treasurer of the Union will provide the District with written certification of changes in any amount to be deducted. The District will adjust the dues deduction within thirty-one (31) days of notification.
- 3.4 Hold Harmless:** The Union agrees to hold the District harmless for any action taken or not taken for the purpose of complying with the provisions of this Article.

- 3.5 **Union Authorization Form:** This voluntary Authorization Form will be provided to the District for each member of Local 5169 by July 1 or thirty (30) days after the employee's start date authorizing monthly dues deductions for each member.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 **Exclusive Rights:** The District shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department; determining levels of service and methods of operation; to determine job content; to determine the standards for all jobs and the standards and procedures related to promotion; to determine the need for new equipment and facilities; the right to hire, lay off, transfer, and promote; to discipline and to discharge its regular employees for cause and probationary employees "at will"; to determine work schedules and assign work; and to contract or subcontract work or functions to be performed consistent with the obligation to bargain. Nothing in this clause shall have the effect of nullifying other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.
- 4.2 **Subcontracting:** Should the District consider subcontracting existing fire and emergency medical services, it shall notify the Union in writing as to what work it is considering subcontracting. Upon request, the District will provide the Union with all available information necessary to assist the Union in understanding and evaluating the proposal under consideration.

ARTICLE 5 - EMPLOYEE RIGHTS

- 5.1 **Employee Rights:** An employee has the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. An employee shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by the Union or its members because of the exercise of these rights.

- 5.2 **Non-Discrimination:** The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sexual orientation, partner status, sex, race, color, creed, religion, national origin, union affiliation, or political affiliation. The Union and the District agree to accept their respective responsibilities for applying the provisions of this section.
- 5.3 **Gender References:** All references to employees or officers in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 - UNION BUSINESS

- 6.1 **Contract Negotiations:** Should negotiating sessions with the District be scheduled during duty hours, two (2) negotiating team members shall be permitted to attend negotiating sessions without loss of pay. On-duty employees will be expected to respond to calls and alarms which occur during negotiating sessions unless released from such responsibility by the District.
- 6.2 **Union Activities During Work Hours:** The parties recognize that it may be necessary that officers of the Union carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process, in particular the handling of grievances, collective bargaining during the term of this Agreement, special meetings with the District, and handling proceedings before the Employment Relations Board. The parties agree that Union officers will be allowed to carry out Union business during duty hours when reasonable. The District will be given at least thirty (30) days advance written notice of time off for Union business when a Union representative will be absent from work.
- 6.3 **Union Meetings:** Union members will be allowed to attend the equivalent of an accumulative eight (8) monthly membership meetings per year on duty time. Members attending Union meetings while on duty will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods. The Union agrees not to schedule more than three (3) such meetings in any one-month period.
- 6.4 **Bulletin Board:** The District agrees to furnish a suitable bulletin board at the manned Station for the exclusive use of the Union. The Union shall limit its posting of notices and bulletins to such bulletin board, and posted notices shall be signed.

- 6.5 District E-mail:** The Union may use the District's email system for the following purposes: To communicate with management regarding matters of labor relations or related topics; to communicate with management or Union employees in order to set or give notice of meetings related to District/Union issues; to inform members of the status or outcome of bargaining, grievances, or issues between the District and the Union, if it is done in a factual and neutral manner; to communicate matters of general interest regarding Union members, the District or the Department organization (for example, retirements, births, deaths of members or their families); and to communicate information regarding an individual member's welfare, as long as it does not violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.

ARTICLE 7- DISCIPLINE AND DISCHARGE

- 7.1 Discipline:** No employee who has completed the initial employment probationary period with the District shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, and discharge. Alternative forms of discipline (e.g. demotion, loss of overtime privileges, etc.) may be used when deemed more appropriate. A variety of forms, such as Documented Counseling and Letter of Expectation, may be utilized to provide coaching and counseling to assist employees in being successful, and in such cases the employee will be invited to submit a written response. These documents are not discipline; however, the District reserves the right to the use of such documentation to refute a claim that the employee did not have knowledge of a policy, rule, or procedure.
- 7.2 Procedures:** If the District determines there is just cause for demotion, suspension or discharge, the District shall provide the employee, with a copy to the Union, with written notice of the proposed disciplinary action, the grounds for such action, and the right of the employee to respond either orally or in writing to the District prior to implementing the proposed action. Such written notice shall be provided to the employee at least ten (10) calendar days prior to the proposed effective date of the action.

- 7.3 Representation:** Upon request of the employee, the District shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.
- 7.4 Appeal:** Appeal shall be through the grievance process as set out in Article 9 of this contract.
- 7.5 Discipline of Probationary Employees:** Probationary employees shall serve at the pleasure of the District and shall not have the right to appeal any discharge or other disciplinary action under Article 9, Grievance Procedure, and the concepts of progressive discipline and "just cause" shall not apply to a decision to terminate a probationary employee.

ARTICLE 8 - PERSONNEL FILE

- 8.1 Employee Right to Review File:** Each employee, upon request, shall have the right to review the contents of their own personnel file.
- 8.2 Access to File:** Access to an employee's personnel file shall be limited to only the individual employee involved and/or their designated representative. Access is also granted to supervisors and administrators of the District who are assigned to review or place materials therein and clerical personnel whose duty is to maintain personnel files, provided such access does not conflict with the provisions of statutes pertaining to personnel records.
- 8.3 Entry of Material Into File:** No material, which in any form can be construed, interpreted, or acknowledged to be derogatory towards the employee, shall be placed in the employee's personnel record without the employee having the opportunity to review the document. All such documents shall bear an employee's signature acknowledging that the employee has reviewed the material and agrees with the contents, or a signature indicating that the employee has reviewed the material but

does not agree with the contents. An employee may be ordered to sign the document, and refusal to sign may result in disciplinary action being taken against the employee. A copy of such material shall be furnished to the employee upon their written request.

8.4 Record of Employee Conduct: At the written request of the affected employee, the discipline cited in subsection 1 below shall be removed from the personnel files maintained by the Office of the Chief and the District, subject to the time frame specified and the further conditions enumerated in subsection 2:

1. Time frame for removal of discipline.

- a. Discipline memorialized in a letter of reprimand will be removed two (2) years from the date of issuance.
- b. All other discipline, except letters of demotion or discharge, will be removed five (5) years from the effective date of discipline.
- c. Letters of demotion or discharge shall stay in the file indefinitely.
- d. Prior letters in the record: When letters have been issued for any of the categories listed above in 1 (a), 1 (b), and 1 (c), and there are subsequent letters issued or entered into the personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter. Subsequent letters in category 1 (a) above only extend the time frame for a prior letter in category 1 (a). However, subsequent letters in category 1 (b) above may extend the time frame for removal of a prior letter in category 1 (a) and 1 (b) provided that the subsequent letter pertains to the same subject matter as the prior letter. Subsequent letters in category 1 (c) above may extend the time frame for removal of a prior letter in category 1 (a), and 1 (b), and 1 (c) provided that the subsequent letter pertains to the same subject matter as the prior letter.

8.5 Removed Discipline: Letters, or copies of letters, imposing discipline which have been removed from personnel files pursuant to section 8.5 may not be introduced by either party in subsequent disciplinary proceedings. Both parties acknowledge that the District may be required to maintain properly removed letters of discipline for an extended period of time pursuant to the Oregon Administrative Rules. Properly removed letters

shall be sealed and shall not be opened absent a court order. Both parties may maintain materials redacted to exclude the disciplined employee's name and use these materials under the following circumstances:

1. The redacted materials may be retained beyond the period established in section 8.5.
2. The redacted materials may be used by either party in its defense to charges of unevenly applied discipline or failure to represent.
3. Before using the redacted material set forth above, the party using the material shall give the other party two weeks prior notice.
4. Either party shall have access to the redacted materials of the other party.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 **Definition:** 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.
- 9.2 **Process:** The District and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

Step 1

If the attempt to resolve the problem informally is unsuccessful, the employee(s) or the Union shall submit the grievance in writing to the Fire Chief or their designee, within fifteen (15) calendar days, or when the employee knew or reasonably should have known, of the occurrence of the dispute or alleged violation of the Agreement. The Fire Chief or designee shall respond to the grievance in writing as quickly as possible, but no later than fifteen (15) calendar days after the written grievance is submitted.

Step 2

If the Chief's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step 1 response according to the following prescribed manner:

- a. A list of seven (7) arbitrators supplied by the Oregon Employment Relations Board shall be requested by the Union. The parties will meet, or their representatives shall confer, to strike in such manner as they may elect and will alternately strike one (1) name from the list until only one (1) is left. The party requesting arbitration shall strike the first name. The one remaining shall be the arbitrator.
- b. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. They shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute their judgment for that of the District, in any instance where the District is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically addressed in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not exchanged previously unless newly discovered. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the second step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
- c. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- d. As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right

to seek arbitration but shall constitute a waiver of time limits specified herein, pending the outcome of the mediation process.

- 9.3 **Time Limits:** Any time limits specified in the grievance procedure may be waived by written mutual consent of the parties. The Union or the District may request the extension of time. Such a request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time will result in advancing the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union, or the employee, that the matter has been resolved.
- 9.4 **Definition of "Days":** As used in this Article, "days" means calendar days unless otherwise specified.
- 9.5 **Non-Union involved Settlement:** The Union shall be advised in writing of any grievance settled between the District and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

ARTICLE 10 - SENIORITY

- 10.1 **Bargaining Unit Seniority:** Bargaining unit seniority means the length of an employee's continuous service since their last date of hire within the bargaining unit. Time spent on military leaves of absence (except as limited by law) after an employee is hired, authorized leaves with pay and time lost because of compensable work-related injuries shall be included in length of service. If two or more employees start on the same date, the order of seniority shall be determined by their position on the hiring list.
- 10.2 **Adjustments in Seniority Date:** Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have their unit and classification seniority dates computed on the basis of the periods of time served in the bargaining unit and in classifications within the bargaining unit.

Employee seniority dates shall also be adjusted for periods of unpaid leaves of absence, in accordance with Article 21. In the event of a transfer or promotion, the employee's vacation and sick leave banks will be carried over and their vacation accrual shall be

based on years of service with the District, rather than years of service in the bargaining unit.

10.3 Classification Seniority: Classification seniority means the length of continuous service since the employee's promotion or appointment to a classification. Classification seniority for each classification held is retained even though the employee is promoted to a higher classification.

10.4 Application of Seniority: Seniority shall apply to the following employment decisions:

a. Layoffs

In the event of a reduction in the work force, the District will determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification.

Except in the event of an emergency, employees to be laid off shall receive at least forty-five (45) days written notice of layoff. The Union will be copied on all employee layoff notices. An employee laid off from their job classification will be entitled to bumping rights as set forth below.

b. Bumping

Employees who have received notice of layoff, who have been promoted out of the bargaining unit and receive notice of layoff, shall have the right to bump less senior employees in lower classifications, provided:

1. The employee is qualified to perform the job duties of the lower classification; and
2. The employee notifies the Fire Chief of their intention to bump in writing within ten (10) days of the date they physically receive written notification of layoff. Employees bumping to a position not held by them for the past twenty-four (24) months shall serve a six (6) month probationary period.

c. Recall

Employees who have been laid off or have bumped to a lower classification shall have the right to be recalled to their previously held classification for a period of twenty-four (24) consecutive months from date of layoff. To assist in this process, the names of employees who have been laid off or bumped to lower classifications shall be entered on recall lists for each classification covered by this Agreement

in order of classification seniority. Employees shall be recalled in order of classification seniority, with the employee who has the most seniority in the classification affected being recalled first and continuing in that order.

If employees are recalled to another classification, it will not affect their recall rights to their previously held classification. No new employees shall be hired in any classification until all employees on layoff status have had an opportunity to return to work.

It is the responsibility of employees on layoff status to maintain a current address and phone number on file with the District. The District will notify employees of recall by certified letter mailed to the employee's last address on file. Employees that fail to respond to a call within fourteen (14) calendar days from the notice being mailed forfeit their recall rights.

10.5 Breaks in Seniority: Seniority will be broken, and the employment relationship will be terminated if any of the following events occur:

- a. Voluntary resignation or retirement;
- b. Discharge of a regular employee for just cause or a probationary employee "at will";
- c. Layoff or continuous absence from work due to off-the-job injury or illness for more than twenty-four (24) consecutive months;
- d. Failure to notify the Fire Chief of intent to return to work pursuant to a written recall notice sent by certified mail, return receipt requested, to the last address provided to the District through personnel records within ten (10) calendar days of receipt of notification or fourteen (14) days of mailing, whichever occurs later;
- e. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on- the-job injury/illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work;
- f. Absence from work due to an on-the-job injury/illness in accordance with ORS Chapter 659A.043-659A.049; or
- g. Job abandonment.

ARTICLE 11- PROBATIONARY PERIOD

- 11.1 Length of Time:** All newly hired employees shall be deemed on probation from the last date of hire for at least twelve (12) successive months of full-time employment thereafter in order to demonstrate their qualifications to do the work to the District's satisfaction. The District shall evaluate the probationary employee's performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation so stating which shall not be withheld unreasonably, or memo from the Fire Chief stating that the probationary performance has been satisfactory. The District agrees not to require any prospective bargaining unit employee to sign a hire agreement which nullifies or modifies any term or condition of this Agreement.
- 11.2 Discipline and Discharge:** In the case of the new hires the District, in its sole discretion, may discipline, discharge, or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees for any reason, including but not limited to layoff, bumping and recall. However, an employee shall be granted classification, as well as bargaining unit seniority, retroactive to the last date of hire as a full-time employee upon successfully completing the probationary period.
- 11.3 Probation after Promotion:** Employees who are promoted into a higher paying classification within the bargaining unit will be required to serve a probationary period of twelve (12) months in that classification. If the District determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to his/her former position only if available and without recourse to the grievance procedure. If such position is open the employee will receive the rate of pay at the former position without loss of seniority in the former position. Provided, however, that before the Fire Chief finalizes a decision that the promoted probationary employee should be returned to a lower classification, the Fire Chief shall notify the employee of that conclusion and the concerns upon which it is based and afford the employee and the union an opportunity to persuade the Fire Chief to afford the employee additional time through an extension of the probationary period. The Fire Chief's decision in this circumstance is administrative and not disciplinary and is not subject to the grievance process.

11.4 Extension due to Leave: The probationary period for all employees may be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.

11.5 Extension due to Performance: The District in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three (3) months, if the District determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the District shall notify the employee of such extension in writing.

ARTICLE 12 - HOURS, OVERTIME, COMPENSATORY TIME

12.1 Hours worked: Hours worked will include Vacation, Sick Leave, Holiday Time, and Compensation Time. The District work week starts on Sunday and ends on Saturday.

53-Hour Personnel

The normal hours for personnel assigned to a 53-hour workweek will average 56 hours per week or less. A 53-hour workweek schedule shall be recognized as 48 consecutive hours on duty followed by 96 consecutive hours off duty within each 28-day FLSA cycle. Shift start time shall be 0800 hours. Employees shall not work in excess of seventy-two (72) consecutive hours without being followed by a rest period of twelve (12) consecutive hours, except in a major emergency or OSFM Conflagration.

12.2 Overtime: Overtime shall be those hours worked which exceed an employee's regularly scheduled shift hours, in accordance with requirements established under the Fair Labor Standards Act, as amended, based on a twenty-eight (28) day pay cycle. "Regularly scheduled shift hours" includes time off with pay. Examples of overtime are as follows:

- District drills, meetings, and mandatory training
- Court appearances
- Emergency callback (response to fire, EMS calls)
- Mandatory callback (mandatory callback to cover shifts)
- Any situation in which the employee works beyond their assigned hours as approved by the Fire Chief or their designee

12.3 Compensation for Overtime: Overtime will be paid at a minimum of one and one-half (1 ½) times the straight time rate. Overtime pay is based on the position worked (e.g., employees working overtime in a higher classification shall receive one and one-half {1 ½} times the pay rate provided in Appendix B for their work in that higher classification). Overtime for drills, meetings, training, court appearances, and callback shall be compensated at a minimum of two (2) hours at one and one-half times the straight time rate. Employees may state a preference in payment for overtime worked as either monetary compensation or compensatory time off or a split of the two options.

12.4 Scheduled Overtime Procedure: When overtime opportunities arise, the District will offer the OT shift according to the following rules:

- a. When an employee accepts an overtime shift of at least twenty-four (24) hours of scheduled overtime, the employee will be placed on the bottom of the list.
- b. When an employee accepts an overtime shift of less than twenty-four (24) hours, the employee will remain in the same position on the respective list.
- c. If an employee does not accept an overtime offer, the employee will remain in the same position on the respective overtime list.
- d. An employee will have 20 minutes to respond back to the overtime request before moving on to the next employee on the list.
- e. If overtime is cancelled for District needs, the employee who was going to work the overtime will be placed back in the previous position at which they accepted the overtime. The cancelled overtime will not impact overtime previously awarded to other employees.
- f. An employee who is scheduled to attend a training class or other function that has been paid for by the District shall not be eligible to accept any overtime on a day that could possibly interfere with the training or function.

A twelve-month record of all overtime worked by each employee will be kept according to the respective overtime list, reflecting the date of all overtime appointments, indicating the position worked, the number of hours worked, and the employee for whom they worked. This record shall be made available to all employees.

12.5 Compensatory Time: Will be accrued for holdover of calls after shift ends. It can also accrue before a shift starts with approval first. Compensatory time will be accrued at one and one-half hours per one hour of overtime converted. **The maximum amount of compensatory time that may be accrued is 120 hours per employee.**

- 12.6 Trade Time:** Employees may trade time. Trade time will be considered time worked for FLSA purposes for the person receiving the trade. An employee who accepts a trade and the responsibility to work a particular shift must either work the shift or find another employee to work the trade shift. If the employee who accepted the trade calls in sick, their sick leave will be charged, unless they find a replacement. The District shall not be obligated to enforce any trade time obligation, which shall be the sole responsibility of the employees involved.
- 12.7 Time Records:** Employees shall accurately record all time worked for the District. Each employee is expected to record accurately the time spent working on District business. Personal time spent in District offices outside regular working hours is not considered time worked and shall not be recorded.
- 12.8 Pay upon Separation:** Upon separation from the District, employees shall be paid for all accrued and unused vacation time and comp time. No sick leave is paid out upon separation from the District.

ARTICLE 13 - SCHEDULE CHANGE

- 13.1 Notice:** The employee and the Union shall be provided thirty (30) days advance written notice of change in assigned schedule except as follows:
- a. Emergency Schedule Change. If the change is the result of a condition that could not have reasonably been anticipated thirty (30) days in advance, such as the illness or termination of another employee, the District need not provide the thirty (30) days' notice.
 - b. If a schedule change is mutually agreed upon.
 - c. Prior to the schedule change the Union will have an opportunity for input, however the District's decision shall be final.

ARTICLE 14 - MINIMUM STAFFING

- 14.1 Engine Staffing:** There will be three (3) bargaining unit personnel assigned to the response Engine and this number will not drop below two (2) at any time. The minimum staffing of two (2) bargaining unit personnel shall consist of an Officer or AIC Officer and a qualified Engineer. This does not limit the District from having more personnel on duty in addition to the minimum number of bargaining unit personnel.
- 14.2 Ambulance Staffing:** Should the Tillamook County Board of Commissioners assign an Ambulance Service Area (ASA) to the District, the parties agree to bargain the impact of such an assignment as required by law. Should the assignment of the ASA by the Tillamook County Board of Commissioners require immediate services from the District, the staffing of District ambulances will not be delayed until that bargaining can be completed.

ARTICLE 15 - WAGES, INCENTIVE, CERTIFICATION, AIC PAY

- 15.1 Wages:** All employees will be paid wages based on Appendix B. All newly hired or promoted staff's starting salary will be at the Step 1 rate during the contract period. Step 2 - Step 5 increases will be 3.5% of the employee's previous annual salary, including any bonuses earned. If multiple bonuses apply to an employee at the beginning of the contract period (FY 2024-25), they will be calculated individually on Step 1 salary and then totaled.
- 15.2 AIC Pay:** In the absence of a shift officer, qualified bargaining unit members may be assigned to Act in the Capacity of the absent shift officer. Bargaining unit employees assigned to work in those positions shall be paid an incentive of \$25 per 24-hour shift. The exception for this incentive is when the employee is covering trade time for an employee normally assigned this role. Personnel assigned to act in a higher capacity will not be required to exercise all of the supervisory functions related to discipline. Requirements for filling the AIC position are 3 years of service, including 1 year with the District and to have completed the Fire Officer 1 class and be working on the task book. If no one is available who can meet these requirements a Shift Officer will be called back in.

If the District has knowledge an employee will be absent from their position for over three (3) months, the next person on the current promotional list may be promoted into the position until the employee who was absent returns to their permanent position.

- 15.3 Recertification/Licensing:** The District will provide training, or access to training, at a cost to the District, in order to meet recertification/Licensing requirements. The District will pay for all recertification/licensing fees required for employment.
- 15.4 Promotional Increase:** Any employee who is promoted shall be paid at a rate no less than that step on the salary schedule which is closest to but higher than the current rate.
- 15.5 Forced Time Off:** An employee who is regularly scheduled to work but is relieved from work for other than disciplinary reasons shall receive pay and benefits which normally would have been earned during their regularly scheduled shift.

ARTICLE 16 - PAID TIME OFF PROGRAM

- 16.1 VACATION BENEFITS:** The District provides vacation benefits to its regular full-time employees. Vacation accrual will be calculated on a monthly basis beginning with the employee's date of employment. New employees will accrue vacation but are not eligible to use it until successfully completing the first twelve (12) months of employment.

Accrued and unused vacation benefits shall be paid upon death or termination of employment. Vacation credits shall not accrue during any unpaid leave of absence.

The following chart sets forth the amount of vacation accrual for employees:

53-hour per week Employees

Years of Continuous Service	Monthly Accrual	Maximum Accrual
0 through 3	12 hours	288 hours
4 through 8	15 hours	360 hours
9 through 15	20 hours	480 hours
16 through 19	23 hours	552 hours
20 plus	26 hours	624 hours

- 16.2 Vacation Hour Transfer:** An employee transferring shift schedules shall have their vacation hours converted so as not to lose benefits due them. 53-hour employees shall have their hours converted by the formula: balance hours/ 2912 x 2080. 40-hour employees shall have their hours converted by the formula: balance hours/ 2080 x 2912

Holiday Benefits: The District provides Holiday benefits in lieu of time and one half for recognized holidays worked to its regular full-time employees. Holiday accrual will be calculated on a monthly basis beginning with the employee's date of employment.

16.2 Holiday Accrual Rate: 53-hours per week employees shall earn twelve (12) hours of holiday time each month. Holidays must be scheduled and approved by the employee's supervisor in advance. An employee may accumulate floating holidays to a maximum of 144 holiday hours.

16.3 Working on a Recognized Holiday: Any time worked on a holiday is at the employee's regular rate, not overtime, unless called back to work for staffing or Emergency Response.

16.4 Holiday Hour Transfer: An employee transferring shift schedules shall have their Holiday hours converted so as not to lose benefits due to them. 53-hour employees shall have their hours converted by the formula: $\text{balance hours} / 2912 \times 2080$. 40-hour employees shall have their hours converted by the formula: $\text{balance hours} / 2080 \times 2912$.

ARTICLE 17- HEALTH INSURANCE

17.1 Coverage and Cost: The District will continue to provide Health, Dental and Vision coverage to eligible employees, their spouses (or domestic partners) and dependents. The District will cover 100% of health/dental/vision premiums for employee and their spouse or domestic partner and dependents. If the employee chooses to opt out of the insurance, the employee will receive \$500.00 a month, if allowed by the insurance provider. All insurance programs within this article will be substantially equal to or better than the program in effect as of January 1, 2024 provided by the OFCA Blue Cross/Blue Shield plan.

ARTICLE 18 - ACCIDENTAL DEATH AND DISMEMBERMENT

- 18.1 Coverage:** The District will continue to provide the current accidental death and dismemberment insurance in an amount not less than \$50,000. The terms of this policy and disbursement schedule will be made available upon request. This policy will be substantially equal to or better than the program in effect as of January 1, 2024.

ARTICLE 19 - SICK LEAVE

- 19.1 Accrual:** 53 hour a week employee will accrue sick leave at fourteen (14) hours per month. Sick leave may be used from the employee's initial date of hire. Sick leave may be accumulated to a total of 1440 hours for 53-hour employees.

- 19.2 Utilization:** Employees are eligible for sick leave for the following reasons:

- Personal illness, injury, or disability due to pregnancy
- To attend a medical appointment
- As required by Oregon law

In such event, the employee shall notify the immediate supervisor of the absence due to illness or injury and the nature and expected length thereof as soon as possible prior to the beginning of his/her regularly scheduled work shift, unless unable to do so because of the serious nature of the illness, injury, or disability due to pregnancy.

- 19.3 Family Sick leave:** An employee may also use sick leave where there is an illness, injury or pregnancy in their immediate family in order to provide assistance and/or care to the relative or to care for the employee's family. For the purpose of this section, the immediate family shall be defined as the employee's husband, wife, domestic partner (same sex or opposite sex), children, stepchildren, sister, brother, mother, father, mother-in-law, father-in-law, grandfather, and grandmother.

- 19.4 Integration with Worker's Compensation:** The District provides benefits as required by State law for injuries and illnesses arising out of and in the course of employment with the District. Employees who must take time off from work as a result of such injury or illness shall receive compensation as scheduled by law. Any illness or injury for which the employee receives time-loss payments under Worker's Compensation laws may either receive the time-loss payment or may submit the payments to the District and use paid leaves to equate to their normal salary. The District will not deduct any accrual

leave for initial time-loss days not covered by Worker's Compensation. Employees receiving benefits under this section will continue to receive benefits as provided elsewhere in this Agreement. FMLA and OFLA shall be deemed to run concurrently with all paid leave and workers' compensation time loss entitlements when the District is required to meet FMLA and/or OFLA requirements.

- 19.5 Light Duty:** Employees on disability leave may be eligible for light-duty assignments. Light-duty assignments may be made available by the District. The District shall determine the assignment or assignments available at any particular time and the duration, consistent with applicable law. An employee may use accrued vacation, holiday time, compensatory time, and sick leave in place of District offered light duty for which the employee has received a medical release as long as 48 hours is maintained in accrual banks as a reserve.
- 19.6 Concurrent Leaves:** Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law, leaves will run concurrently. This means that sick leave, workers compensation leave, personal leave, leave as a reasonable accommodation for a qualified individual with a disability, and unpaid leaves of absence may all run concurrently and be counted against the employee's medical leave entitlement. The District may designate any type of leave as medical leave if the leave is used for a medical leave purpose.
- 19.7 Return to work:** When an employee is on sick leave the employer may require the employee to provide a doctor's note if sick leave is in excess of two consecutive 48-hour shifts. This means an employee on sick leave may be required to have their medical provider complete a certification of physician or practitioner, obtain second or third medical opinions, and/or provide fitness for duty medical certification before returning to work.
- 19.8 Transfer of Sick Leave:** Employees who have exhausted their sick and vacation leave benefits may receive a gift of sick leave (or vacation leave) from other District employees if they require extended time off for illness or injury. In such event, the District's only involvement shall be to transfer an employee's sick leave credit in accordance with the employee's request and add it to the sick leave balance of another employee. Employees may donate up to 20% of their accrued sick leave (or vacation leave) balance. Only employees who have accumulated more than 120 hours may make a contribution, and no employee may contribute more than 96 hours per year to other employees.

ARTICLE 20- BEREAVEMENT LEAVE

- 20.1 Amount Granted:** Bereavement leave with pay may be granted an employee when a death in the employee's immediate family requires the absence of that employee:

Fifty-three (53) hours a week employee:

Up to two (2) shifts with pay.

- 20.2 Qualifications:** Employees who qualify for bereavement leave under State Law will be allowed to use their accrued leave to cover time missed from work that exceeds the District paid bereavement leave. In the event the employee has exhausted all of their accruals, leave without pay will be authorized up to the amount required by law.

- 20.3 Family Definition:** Immediate family means the immediate family of the employee or of the spouse, and is intended to include current spouse, children, parents, grandparents, brothers, sisters, grandchildren, aunts, uncles, first cousins, domestic partners, same sex partner as defined by State Law, and corresponding in-laws and step relations.

ARTICLE 21- WITNESS OR JURY DUTY

- 21.1 Pay:** Employees of the District will be paid full salary when required to serve on a jury. All monies received as witness fees or pay for jury duty will be signed over to the District, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the District. If, as a result of their official duties, an employee is required to appear in court as a witness for the District, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of one (1) hour paid.

Article 22 - ALCOHOL AND DRUGS

Nestucca Rural Fire Protection District has a strong commitment to its employees to provide a safe environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, we have established this policy on drug and alcohol use. Our goal is to establish and maintain a work environment that is completely free from the effects on employees of alcohol and drug use. We have no intention of interfering with the private lives of our employees. However, we expect employees to report to work in a condition to perform their duties in a safe, effective, and efficient manner. An employee's "privacy" right to his or her "personal life" does not mean that he/she has the "right" to endanger themselves or any co-worker by working under the influence of drugs and alcohol.

22.1 EMPLOYEE ASSISTANCE PROGRAM

1. An employee who believes that she/he has a problem involving the use of alcohol and drugs can ask the personnel supervisor for assistance. No discipline or discrimination will result from an employee asking for such assistance. We will work with the employee to identify programs that may be available to help deal with the problem. The request for help and any later treatment program will be kept as confidential as possible under all the factual circumstances.
2. A performance improvement plan will be required of an employee once the problems have been identified or assessed. Failure to sign the agreement/contract or failure to comply with all treatment program obligations will be grounds for discipline, up to and including termination.
3. The District encourages employees to ask for assistance if they believe they have a problem involving the use of alcohol or drugs. Although we recognize that alcohol and drug abuse can sometimes be successfully treated and we are willing to work with employees who may suffer from such problems, it is each employee's responsibility to seek such assistance before drug and alcohol problems lead to on-the-job safety or misconduct incidents, or violation of our policy and to corresponding disciplinary action. After a violation of our policy occurs, willingness to seek District or outside assistance will NOT "excuse" the violation and will result in disciplinary action, up to and including termination of employment.

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22.3 ALCOHOL

1. The possession, sale, consumption or presence in one's system, of any intoxicating liquor while on, or enroute to, district property, district time, or in other circumstances is against this policy and will result in disciplinary action up to and including termination of employment.

2. The conduct prohibited includes consumption of any intoxicating liquor prior to reporting to work or during breaks or meal periods. An employee who tests positive for alcohol to any degree (0.02 BAC or greater) will be deemed "under the influence" for purposes of this rule.
3. District functions: There may be some district functions (for example, awards banquets or social holiday parties) where beer or wine will be served. Alcohol will only be served with prior approval from management in these situations, and consumption will be strictly monitored and controlled.

22.4 DRUGS: The possession, transfer, manufacture, attempted transfer/manufacture, consumption or being present in one's system any illegal drug while on, or enroute to, district property, district time, or in other circumstances we believe might affect our operations or safety, will be subject to discharge. The conduct prohibited by this rule includes consumption of any such substance prior to reporting for work or during breaks or meal periods. An employee who tests "positive" for any such substance by screening and confirmation tests, will be deemed "under the influence" for purpose of this rule.

22.5 RIGHT TO TEST AND SEARCH

1. Where evidence indicates to us that an employee may have violated this policy, the employee may be required to submit to search of her/his possessions and to submit to chemical testing.
2. When reasonable grounds exist to believe an employee has consumed or is under the influence of alcohol or any substance in violation of this policy, the District may search the employee's possessions located on District property or job site, including clothes, locker, lunch box, toolbox, desk, car, etc. The District, in such circumstances, may also require the employee to submit to appropriate tests for alcohol or prohibited drugs or substances in her/his system, including urinalysis, blood and breath tests. Failure to promptly permit such searches and tests will be grounds for immediate discharge.
3. These are examples of situations in which the District may ask an employee to submit to a chemical test or search. The District will enforce this policy rationally based on each individual's factual circumstance and at its discretion. In some cases it may, based on all factual circumstances, decide not to search or test an employee, despite the fact that it could do so under this policy. Such individual situations of District discretion shall not affect the district's right to enforce the policy in other situations.

4. Employees subject to discharge under Section 4 may be offered the opportunity to participate in a chemical dependency rehabilitation program as an alternative to discharge, provided the employee voluntarily agrees to the terms of a "Last Chance" agreement. This option will only apply to a first-time violation of the drug-free policy. The decision to offer a "Last Chance Agreement" will be made on a case-by-case basis depending upon the circumstances, not all employees will be offered this option. All treatment, follow-up drug/alcohol testing and other associated costs incurred from a rehabilitation program will be the sole responsibility of the employee.

22.6 TESTING PROCEDURES: A drug test that is confirmed by G.C./M.S. technology at or above the cut-off levels established by the Department of Health and Human Services (DHHS). Opiate Testing will be at a lower cut-off than DHHS at 300ng/dl or greater. The District will attempt to notify covered employees as these changes occur. Currently, the cut-off levels are (expressed in nanograms per milliliter (ng/mL):

	Screening	Confirmation
Marijuana	SO	15
Cocaine	300	150
Opiates	300	300
(Codeine and Morphine)		
6-acetylmorphine		10
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamines	1000	500

1. **PRE-EMPLOYMENT TESTING:** Employees applying for positions may be required to pass a chemical screen test as a condition of employment. This will be completed before any job offers are finalized. If a pre-employment chemical screen is diluted, the job applicant shall be warned that a second dilute test may result in the job offer being withdrawn.
2. **REASONABLE SUSPICION:** For purposes of this Article, "reasonable suspicion" means that there is substantial basis for believing that, more likely than not, an employee possesses or is under the influence of alcohol, or a controlled

substance, including marijuana, has .02% or more blood alcohol content, or has a controlled substance, including marijuana, present in the body. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- a) A pattern of abnormal or erratic behavior;
- b) Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in prohibited conduct as defined in section 22.2 and 22.3 of this article;
- c) Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- d) Citing solely an "anonymous tip" does not qualify as reasonable suspicion.

3. **POST-ACCIDENT:** Post-accident testing may be required when an employee is involved in an accident, whether the employee is responsible for the accident in whole or in part when another person is operating the equipment or motor vehicle. Post-accident testing may be required in the event of an injury requiring medical care, damage to property or in a near miss situation that could have resulted in injury or damage.

4. **FOLLOW-UP TESTING:** If the Performance Improvement Plan requires chemical or alcohol monitoring, then the employee will submit to all unannounced requests for drug or alcohol screening during the term set forth in the plan. Refusal or failing to show up for the test within 2 hours of a request will result in a presumption that the employee was incapable of passing the test and the test results would have indicated an unacceptable level of prohibited substances. If a Performance Improvement Plan follow-up drug or alcohol test is positive during the term of the contract the employee will be subject to disciplinary action, up to and including termination.

22.7 TEST RESULTS:

1. The employee's test results, positive or negative, and the fact that a test was performed, will be kept as confidential as possible under all the factual circumstances. Positive test results will be considered with medical and other evidence to determine what action, if any, is to be taken.
2. If an employee is currently using legal prescription or nonprescription medications, the employee may be asked to identify any such medications on

the consent form prior to testing. If the medication was properly authorized and appropriately used, a positive test result related to such medication will not be cause for discharge or discipline unless the employee failed to notify the testing facility prior to the test of the use of a medication that could impair the employee's ability to work safely.

3. Employees are responsible for knowing the effects of any such medications. If an employee is taking any medication that may interfere with her or his ability to perform on the job, such as medications that cause drowsiness, the employee must report the use of such medication to her or his supervisor before reporting to work.
4. If a chemical or alcohol specimen screen is determined to be invalid or unreliable by the clinic or certified lab due to circumstances unrelated to the conduct of the employee, the employee will be notified of the circumstances that require a re-test and will have the option of immediately collecting a new specimen.
5. If a chemical screen or breath specimen is determined to be invalid or unreliable by the clinic or the certified lab because of circumstances related to the conduct of the employee, including tampering with a specimen, a presumption will arise that the employee was incapable of passing the test, and that the test results would have indicated an adverse level of prohibited substances, subjecting the employee to termination as prescribed by the District policy.

22.8 MEDICINAL USE OF MARIJUANA: The District considers marijuana an illicit substance as defined by the federal government as a Class I controlled substance. The District prohibits employees from having any detectable level of marijuana in their system while working for this District. An exception may be made, if an employee is taking marijuana upon the advice of a State-licensed medical provider and the employee can provide conclusive evidence of recommended use by submitting a formal recommendation document signed by the licensed provider and a current state issued permit.

22.9 REFUSALS TO TEST: Refusal to test includes failure to cooperate with the testing process in a manner which does not allow the test to be conducted, refusal to offer an adequate specimen, failure to immediately report to the collection location when requested, adulterating, substituting or tampering with a specimen or other behavior that interferes with the testing. Consequences of refusals to test will, in most cases, result in termination from employment.

22.10 SHY-BLADDER: Employees unable to provide an acceptable urine sample in a three- (3) hour time period after arrival at the testing location will be deemed as "refusing to test." If the employee is able to demonstrate that the "shy-bladder" situation is due to a qualified medical condition, the District will reverse the "refusal" and consider the test as a negative test result. The employee claiming a medical condition will automatically be placed on unpaid administrative leave for up to five- (5) working days after the shy-bladder situation to obtain a written report prepared by a physician who has medical expertise in the condition the employee claims is the reason for the shy-bladder. For the purpose of this paragraph, a medical condition includes an ascertainable physiological condition (e.g. a urinary system dysfunction) or a medically documented pre- existing psychological disorder; but does not include unsupported assertions of "situational anxiety" or dehydration. If the employee has not presented a physician report that is acceptable to the District Medical Review Officer at the end of the five- (5) day period, the employee will be terminated from employment.

ARTICLE 23 - EDUCATION AND CAREER DEVELOPMENT

23.1 Qualification: The District encourages continued education and training for employees to enhance job performance and assist in potential career advancement within the District. The District shall provide such in-service training as deemed necessary and beneficial to the delivery of services and performance of duties.

23.2 Recertification and Continued Education: The District will provide EMS re-certification training for all EMT's in the bargaining unit up to the level of an EMT Basic at both the State and National level. Any additional hours for advanced certifications will be the responsibility of the individual at no cost to the District. The District will provide courses in person or online to cover any continuing education needed to keep certifications that pertain to the job requirements that the District requires while on duty.

Off Duty Training: All off duty compensated training must be approved by the Fire Chief or the Training Chief prior to attendance. The District will provide each bargaining member, once a year, a total of \$2,000 to be used to attend training. This sum is set on a "use it or lose it" basis and will not carry over annually. This money can be used for tuition, hourly compensation for time spent at training, and time spent travelling to and from training and hotel, meal, and mileage expenses. Hotel, meal, and mileage costs will be reimbursed at the current federal per diem rate.

The individual attending off duty training while being compensated will be covered under the District's insurance. Any equipment or protective gear needed to attend, within reason, will be provided, if available.

- 23.3 Non-Compensated Off Duty Training:** Any off-duty training not required or approved by the District requiring costs or insurance will be the responsibility of the individual attending that training. Bargaining Unit members that are affiliated with another department and volunteer on their time off can participate in training that is provided by that agency at no cost to NRFPD. If District provided equipment or PPE is needed, it must be approved by the Fire Chief prior to use. Any damage to District equipment or PPE used during non-compensated off duty training will be replaced by the individual.

ARTICLE 24- RETIREMENT

- 24.1 Participation:** The District shall participate in the Oregon Public Employees Retirement plans established in ORS Chapter 238 and ORS Chapter 238A, for members of the bargaining unit.
- 24.2 Retirement/PERS:** As of the date that an employee becomes a member of the Public Employees Retirement System (PERS), the District agrees to pay the employer portion and the employee will pay the employee 6% share. The District will continue to participate in the sick leave program administered by PERS in accordance with law.
- 24.3 Deferred Compensation Plan:** The District participates in the Oregon Growth Savings Plan for eligible members. Participation is voluntary and members are eligible as soon as allowed under the plan. District will match 2% of the employee's contribution, up to 2% of their salary.

ARTICLE 25 - UNIFORMS

- 25.1 Uniforms and Standard:** The District will provide Union employees with all required uniforms, protective clothing, and equipment which meets all NFPA standards. The District will allow bargaining unit members to wear union clothing on duty after 1800 hours and during workouts. Bargaining unit members will wear a District provided approved uniform while responding on calls and in the public. The District will allow uniform jackets, hats, beanies, and t-shirts to have the IAFF logo or Local 5169 logo in a mutually agreeable location along with the District name.

- 25.2 Cost:** All uniforms (including required footwear), protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all represented employees by the District and shall remain the property of the District. The decision of when to replace used/worn items is at the District's sole discretion. Clothing with the IAFF logo will be at a cost to the Union.
- 25.3 Replacement:** The District will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, they will be required to purchase a replacement item from the District. The District has the authority to determine if and when replacement of any uniform item is required.
- 25.4 Turnout Quantity:** One complete custom fitted set will be ordered at the time of hire and updated every 5 years. The second set provided will be a set that meets all NFPA requirements and fits the employee.

ARTICLE 26- SAFETY

- 26.1 Acknowledgement:** The District acknowledges an obligation to provide a safe and healthy environment for its employees. The District, the Union, and bargaining unit employees agree to follow any and all applicable local, State, and Federal laws pertaining to health and safety.
- 26.2 Supervision:** Only trained and qualified Fire Officers, or acting-in-capacity Fire Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s).
- 26.3 Emergency Incident Response:** Only trained and qualified personnel, as defined by the Policy and Procedure Manual, employed by the District will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.
- 26.4 Equipment connected with Death or Injury:** Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved until an initial investigation is completed and the

device or equipment can be appropriately tested and cleared for continued use. OROSHA shall be notified as soon as possible and in accordance with Oregon law.

26.5 Safety Equipment Malfunction: Anytime personal protective equipment or a safety device malfunctions, and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

26.1 Acknowledgement: The District acknowledges an obligation to provide a safe and healthy environment for its employees. The District, the Union, and bargaining unit employees agree to follow any and all applicable local, State, and Federal laws pertaining to health and safety.

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ARTICLE 27 - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held or rendered unlawful and unenforceable by legislation or by final order of any court or competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such legislation or decision shall apply only to the specific article, section or portion thereof directly affected in the legislation or decision. Upon the issuance of such legislation or decision, the parties if required by law will engage in mid-term bargaining as provided in the PECBA (ORS Ch. 243). All other portions of this Agreement, and the Agreement as a whole shall continue without interruption for the term hereof.

ARTICLE 28 -TERM OF AGREEMENT- TERMINATION

- 28.1 Term of Agreement:** This Agreement shall be effective upon execution and shall be binding upon the District, the Union, and its members and shall remain in full force and effect through June 30, 2029.
- 28.2 Notice of Modification:** Parties will schedule a meeting during year 3 of the contract to discuss if either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement. That party shall give notice by March 31st of the third year of the contract if matters of budgetary impact are to be discussed.

Appendix A

Bargaining Unit Classifications

- Firefighter(s)
- Lieutenant(s)
- Captain(s)

Appendix B Wages

	Step 1 (FY 24/25)	Step 2	Step 3	Step 4	Step 5
Captain	\$ 57,004.75	\$ 58,999.92	\$ 61,064.91	\$ 63,202.19	\$ 65,414.26
Firefighter	\$ 51,452.07	\$ 53,510.15	\$ 55,650.56	\$ 57,876.58	\$ 60,191.64
Percent increase for step 2 and beyond:			0.035		

Longevity Bonus: applies at 5, 10, 15 and 20 years of employment with the District.

2% increase on the anniversary of hire date, calculated on employee's current salary

	Captain \$	Firefighter \$	
5 years	1,140.10	1,029.04	bonus calculated on Step 1 base salary

Certification Bonus: 2% per certification earned while employed by the District.

Added to salary when completed documentation is filed with the District

	Captain	Firefighter	
Firefighter 2	n/a	\$ 1,029.04	bonus calculated on Step 1 base salary
Fire Officer 1	n/a	\$ 1,029.04	
Fire Officer 2	\$ 1,140.10	\$ 1,029.04	
Fire Officer 3	\$ 1,140.10	\$ 1,029.04	

Any newly hired or promoted staff member's starting salary will be at the Step 1 rate during the contract period.

Step 2 - Step 5 increases will be 3.5% of the employee's previous annual salary, including any bonuses earned.

If multiple bonuses apply to an employee at the beginning of the contract period (FY 2024-25), they will be calculated individually on Step 1 salary and then totaled.

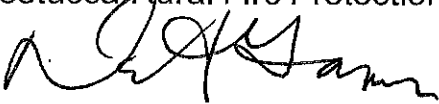
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SIGNED THIS 27th DAY OF April, 2024

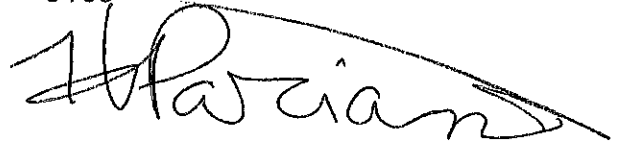
**FOR NESTUCCA RURAL FIRE PROTECTION
DISTRICT:**

FOR IAFF 5169:

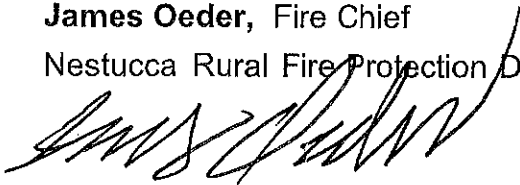
Dorothy Gann
President, Board of Directors
Nestucca Rural Fire Protection District



Hunter Pariani
President, IAFF Local
5169



James Oeder, Fire Chief
Nestucca Rural Fire Protection District



Gunnar Lundeen
Vice President, IAFF Local 5169



