

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 5169
AND
NORTH LINCOLN FIRE & RESCUE
District #1

Effective July 1, 2024 through June 30, 2027

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PREAMBLE

This Agreement is entered into by and between the North Lincoln Fire & Rescue District #1, 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 Employee Handbook and 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 in "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 the 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. All other positions and/or classifications are excluded from the bargaining unit. A listing of classifications currently covered within the bargaining unit is reflected in Appendix A.
- 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 13 and Article 17. If the parties cannot agree to the pay range after negotiations and mediation, fact-finding shall be waived, and the matter shall be submitted to binding arbitration. The arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

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. This Authorization form will be in effect until June 30th of the following year.

ARTICLE 4: DISTRICT SECURITY

- 4.1 Work Rights:** The Union agrees its members will not participate in a strike, work stoppage, or slowdown, or recognize a picket line while in the performance of official duties or participate in any concerted interruption of District services. The Union will not discourage employees to perform voluntary overtime time opportunities, responding to callouts, or other work participation.
- 4.2 Strike:** In the event of a wildcat strike, the Union shall immediately notify such members so engaged, to cease and desist and shall publicly declare via a letter to the District

Board of Directors that such work stoppage, slowdown, or strike is illegal and unauthorized. The District agrees not to engage in a lockout of any Union member of North Lincoln Fire and Rescue as a consequence of a dispute arising during the period of this Agreement.

- 4.3 Residency:** Employees of the bargaining unit shall not be subject to any residence requirement maintained by the District.
- 4.4 Driver license:** All employees are required to drive as part of their job description and shall maintain an Oregon driver's license, and they must be insurable by the District. All employees shall provide a copy of their valid driver's license to the District. Employees must give immediate notice to the District upon suspension or revocation of Oregon driver's license.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 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 agreements entered into in other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.
- 5.2 Subcontracting:** Should the District consider subcontracting existing fire and emergency medical services or the introduction of new equipment, it shall notify the Union in writing as to what work it is considering subcontracting or equipment it is considering introducing. 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 6: EMPLOYEE RIGHTS

- 6.1 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.

- 6.2 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.
- 6.3 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 7: UNION BUSINESS

- 7.1 Contract Negotiations:** The Union's negotiating team shall consist of one Executive Board member voted on by the executive Board, and one other Union member voted on by Union membership, not including legal counsel or observers. 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.
- 7.2 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 seventy-two (72) hours advance written notice of time off for Union business when a Union representative will be absent from work.
- 7.3 Union Meetings:** Union members will be allowed to attend the equivalent of an accumulative eight (8) in person monthly membership meetings per year on duty time. Virtual meeting are not subject to this limitation. 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.
- 7.4 Bulletin Boards:** The District agrees to furnish a suitable location for a bulletin board at each of the Union membership staffed Station(s) for the exclusive use of the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards, and posted notices shall be signed.

- 7.5 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

ARTICLE 8: DISCIPLINE, REPRESENTATION, AND APPEAL RIGHTS

- 8.1 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, starting with oral reprimand, written reprimand, suspension, ~~and discharge~~, demotion (if available) and termination from employment. The steps of progressive discipline may be skipped if severity of the incident causing disciplinary action warrants it. 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. These documents will be added to the employee personnel file and follow Article 9.
1. If the District disciplines an employee, every reasonable effort will be made to discipline in a manner which will not embarrass the employee before other employees or the public.
 2. Discipline includes the following actions and shall normally be progressive:
 - a. Oral reprimand, which may be documented in writing;
 - b. Written reprimand;
 - c. Temporary reduction in pay in lieu of suspension (reduction in pay can be defined loss of accrued time off or loss of pay step);
 - d. Suspension;
 - e. Demotion;
 - f. Termination from Employment(In applying progressive discipline, reduction in pay is considered a substitute for suspension, and demotion will not be a necessary step before termination.)
 3. Minor Discipline refers to oral reprimand (whether or not reduced to writing) or written reprimand.
 4. Major Discipline (economic) refers to temporary reduction in pay, suspension, demotion, or termination from employment.
 5. The District shall make a good faith effort to conduct interviews during regular business hours and on an employee's scheduled shift. Employees directed to report

for an interview during unscheduled hours will be paid for their time per terms of this Agreement and this time is not subject to the two-hour minimum.

6. The District shall notify an employee when they are under investigation for potential disciplinary action no later than 15 calendar days after the investigation has commenced. The District shall not notify the employee being investigated that they are being investigated only when notification would alter the potential outcome of the investigation.
7. Disciplinary interview for employees under investigation shall comply with the following guidelines:
 - a. Before the disciplinary interview, the District will provide the employee with sufficient information so that the employee under investigation knows generally what they will be questioned about. This may be as simple as a verbal statement requesting an interview and the substance of such an interview. A reasonable amount of time will be granted to consult with Union Representation prior to the interview being conducted should the employee request.
 - b. A disciplinary interview will normally take place at District facilities.
 - c. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
 - d. A disciplinary interview shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is subject of the investigation. Nothing in this section shall prohibit the District from questioning the employee about information which is developed during the course of the interview.
 - e. The District may audio record the in-person disciplinary interview of the employee being disciplined and a copy of the complete recording of the interview shall be furnished to the Union at the conclusion of the investigation.

8.2 Procedures: If after investigation the District determines there is just cause for temporary reduction in pay, demotion, suspension or discharge, the District shall schedule a predisciplinary hearing. The District will then provide the employee, with a copy to the Union, written notice of the proposed disciplinary action, the grounds for such action, and all written or recorded investigation reports. Such written notice and documentation shall be provided to the employee at least ten (10) calendar days prior to the date of the hearing. The employee has the right to respond either orally or in writing to the District prior to the hearing date.

8.3 Representation: Upon request of the employee, the District shall allow the employee an opportunity to consult with a Union representative prior to any 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.

8.4 Appeal: Appeal shall be through the grievance process and only for Major Discipline (economic) as defined in 8.1 (4) as set out in Article 10 of this contract.

8.5 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 10, Grievance Procedure, and the concepts of progressive discipline and “just cause” shall not apply to a decision to terminate a probationary employee.

ARTICLE 9: PERSONNEL FILE

9.1 Employee Right to Review File: Each employee, upon request, shall have the right to review the contents of their own personnel file.

9.2 Access to File: Access to an employee’s personnel file shall be limited to only the individual employee involved and/or their designated representative. 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.

9.3 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.

If the employee is unavailable or refuses to sign or initial the document, a notation shall be made on the document and shall be placed in the employee’s personnel file. A copy of any such material shall be furnished to the employee when it is placed in the personnel record.

9.4 Limitations on File: Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the District in any disciplinary proceeding involving the employee. However, nothing in this Article shall prevent the District from maintaining a working file for the purposes of evaluation or investigation. Documentation which is stale per 9.5 (1)(a)(b) may be retained by the District to comply with Oregon records retention law but may not be used for subsequent discipline or as evidence in any subsequent discipline proceedings. The District reserves the right to the use of such documentation to refute a claim regarding the employee’s overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure. No portion of an employee’s file

shall be transmitted without the explicit consent and request of the employee other than those authorized within the District as defined in section 8.2 or when the District is compelled to report an employee's conduct to any licensing or certifying agency or Law Enforcement.

9.5 Record of Employee Conduct: At the written request of the affected employee, the discipline cited in 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. Non-disciplinary letters such as "Documented Counseling" or "Letter of Expectations" will be removed after 90 days unless the employee receives subsequent discipline within that time period in which case it remains active.
- b. Documented Oral reprimands shall remain active in an employee's personnel file for one (1) year from the date of placement unless the employee receives subsequent discipline within that time period in which case it remains active.
- c. Documented Written reprimands shall remain active in an employee's personnel file for two (2) years from the date of placement unless the employee receives subsequent discipline within that time period in which case it remains active
- d. Documented major (economic) discipline shall remain active in an employee's personnel file for four (4) years from the date of placement unless the employee receives subsequent major discipline within that time period in which case it remains active. However, an exception to the time period may be justified when a clear pattern of misconduct or other performance deficiency exists.
- e. Letters of discharge shall stay in the file indefinitely.

2. Prior letters in the record: When letters have been issued for any of the categories listed above in 1 and there are subsequent letters for similar or same infraction 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.

9.6 Removed Discipline: Letters, or copies of letters, imposing discipline which have been removed from personnel files pursuant to section 9.5 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 9.5.
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 10: GRIEVANCE PROCEDURE

10.1 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.

10.2 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 his/her designee, within fifteen (15) calendar days 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:

1. A list of seven (7) arbitrators supplied by the Oregon Employment Relations Board shall be requested by the union within seven (7) calendar days. The parties will meet, or their representatives shall confer to strike in such manner as they may elect within seven (7) calendar days of receiving the list 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.

2. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. S/he shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute his/her 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.
3. 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.
4. 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.

10.3 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 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.

10.4 Definition of "Days": As used in this Article, "days" means calendar days.

10.5 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 11: SENIORITY

11.1 Bargaining Unit Seniority: Bargaining unit seniority means the length of an employee's continuous service since his/her 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 duty-connected disability 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 position on the hiring list.

11.2 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 his/her vacation accrual shall be based on years of service with the District, rather than years of service in the bargaining unit.

11.3 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.

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

1. Layoffs

- a. 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.
- b. 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 his/her job classification will be entitled to bumping rights as set forth below.

2. Bumping

- a. 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:
- b. The employee is qualified to perform the job duties of the lower classification; and

- c. The employee notifies the Fire Chief of his/her intention to bump in writing within ten (10) days of the date he/she physically receives 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.

3. Recall

- a. 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.
- b. 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.
- c. It is the responsibility of employees on layoff status to maintain a current address on file with the District. The District will notify employees of recall by certified letter mailed to the employee's last address on file.

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

- 1. Voluntary resignation or retirement;
- 2. Discharge of a regular employee for just cause or a probationary employee "at will;"
- 3. Layoff or continuous absence from work due to off-the-job injury or illness for more than twenty-four (24) consecutive months;
- 4. 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;
- 5. 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;
- 6. Absence from work due to an on-the-job injury/illness in accordance with ORS Chapter 659A.043-659A.049; or
- 7. Job abandonment.

- 11.6 Layoff and Recall Exceptions:** The parties recognize that due to the limited size of the District, the District may require the retention of Advanced Life Support certified employees. In the event of layoff, the District shall be allowed to retain the individual(s) providing such services.

ARTICLE 12: PROBATIONARY PERIOD

- 12.1 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.
- 12.2 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.
- 12.3 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 and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure. 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. The return of a promoted employee to their previous lower classification shall not be recorded as a "Demotion" in the employee's personnel file.

- 12.4 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.
- 12.5 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.
- 12.6 Evaluations:** The District agrees that it will evaluate probationary employees during the probationary period following promotion at not less than ninety (90) day intervals. Employees whose performance is less than satisfactory at any stage of evaluation may be returned to their prior classification.

ARTICLE 13: HOURS, OVERTIME, COMPENSATORY TIME

- 13.1 Hours worked:** Hours worked will include Vacation, Sick Leave, Holiday Time, and Compensation Time. The District work week starts on Monday and ends on Sunday.

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 0700 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.

40-Hour Personnel

The normal workweek consists of forty (40) hours for non-firefighting employees; however, this should not be considered as a guarantee of any specific amount of work being made available. Employees are expected to accomplish service priorities in a timely fashion within the normal workweek to the greatest extent possible. 40-Hour personnel working six (6) or more hours in a day shall receive a scheduled unpaid meal period of not less than thirty (30) minutes, which shall be scheduled, as near as practical, to the middle of the work shift. No employee shall remain on duty or perform any work-related tasks during meal periods without the express authorization of the Fire Chief or his or her designee.

- 13.2 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:

1. District drills, meetings, and mandatory training
2. Court appearances
3. Emergency callback (response to fire, EMS calls)
4. Self-initiated callback (immediate response to "All Call" requests)
5. Mandatory callback (mandatory callback to cover shifts)
6. Call shifts (voluntarily covering shift vacancies)
7. Shift extension/holdover (when an employee is required to work past their assigned shift)
8. Any situation in which the employee works beyond their assigned hours as approved by the Fire Chief or their designee.

Overtime for forty (40) hour a week employee shall be those hours worked which exceed forty (40) hours in a work week.

13.3 Compensation for Overtime: Overtime will be paid at a minimum of one and one-half (1 ½) times the straight time rate. If the employee is working in a higher classification "Acting in Capacity" they will receive AIC pay at one and one half (1 ½) times the regular AIC pay as well as the Overtime rate they are eligible. 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. Overtime for Self-initiated callback (immediate response needed to "All Call" requests) will be compensated at a minimum of (1) one hour at one and one-half times the straight time rate.

13.4 Overtime List: The District will setup and maintain an overtime list on CrewSence®.

1. The list will be set up in seniority order (most senior person at the top) and all employees will be credited with zero (0) hours of accrued overtime.
2. On the first business day of the calendar year, the list will be reset as described in 13.4 (1)
3. Overtime will then be offered starting with eligible employees closest to the top of the list and working down in order.
4. Employees who work overtime will have those hours credited to them on the list at straight time. Employees will move down the list based on hours worked in the calendar year.
5. Mandatory hours worked will be counted on this list.
6. Only overtime hours worked to cover positions within the District will be counted on this list. Hours worked for training, special assignments, or conflagration deployments will not count towards hours on this list.
7. New members will be added to the bottom of the list with zero (0) hours 30 days after employment.
8. Promoted members will immediately move to the new list and be credited zero (0) hours.

13.5 Block leave Procedure:

Block leave vacation time may be scheduled and approved by the Fire Chief or their designee in advance of each year. Block leave vacations for the upcoming year will be scheduled in October and will be granted based on seniority. Block leave will not be granted for shifts prior to, during, and after July 4th, and Labor Day weekend.

13.6 Scheduled Overtime Procedure:

Scheduled overtime is defined as any shift request made more than seven (7) days in advance of the scheduled shift. The District will offer overtime within thirty (30) days of the shift opening or as soon as the vacancy opens before the seven (7) day request limit is reached. Scheduling is defined in CBA Article 13.1. Overtime shifts will only be filled by employees either rank or qualification. The District will establish a qualification list for each position.

1. All eligible employees for the position will be contacted via CrewSense with the provided phone or email address in the system. The employee overtime ranking list is based on the least amount of overtime being worked for the position.
2. An employee will have 10 minutes to respond back to the overtime request before moving on to the next employee on the list.
3. If an employee does not accept an overtime offer, the employee will remain in the same position on the respective overtime list.
4. If after 3 times through the eligible and available employees list and the shift is not accepted the time off request will be denied.
5. 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.
6. 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 record of all full and partial shift overtime will be kept updated in "Crew Sense". This record shall be made available to all employees.

13.7 Unscheduled Overtime Procedure: Unscheduled overtime is defined as when a vacancy occurs due to unforeseen circumstances not created by the District. Unscheduled overtime is limited to OFLA, Paid Leave Oregon, and Sick time callouts.

1. The overtime vacancy will try to be filled via CrewSense. All eligible employees for the position will be contacted via CrewSense with the provided phone or email address in the system. The vacancy will be sent out to all eligible employees at once.

2. If after 20 minutes the opening still exists, an on-duty employee working in the needed position who has no relief shall be forced to stay on duty to fill the overtime per article 14.

13.8 Compensatory Time: 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. Compensatory time will be accrued at one and one-half hours per one hour of overtime converted.

13.9 Trade Time: The District will allow employees to trade work time with each other so long as the person working is qualified to perform the duties of the position and the trade request will not incur overtime cost to the District. 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 or be subject to discipline. If a trade replacement is unable to work because of illness or injury, the replacement employee will have their sick leave accrual charged for the hours they were unable to work. If a trade replacement fails to report to work or provide relief for reasons other than illness or injury, the originally scheduled employee's leave time accruals will be charged for the hour equivalence the replacement employee was unable to work. The District shall not be obligated to enforce any trade time obligation, which shall be the sole responsibility of the employees involved.

13.10 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 should not be recorded.

13.11 Pay upon Separation: Upon separation from the District, employees shall be paid for all accrued and unused vacation time, holiday time, and comp time. No sick leave is paid out upon separation from the District.

ARTICLE 14: MANDATORY OVERTIME

Prior to the enforcement of this Article, all procedural means to cover the empty position shall be used in advance to prevent unnecessary inconveniences to any employee. Unscheduled overtime procedure in Article 13 will be exhausted.

Mandatory Overtime coverage will be rank-for-rank (Firefighter for Firefighter and Captain for Captain or AIC if no captain is eligible).

14.1 Requirement:

Mandatory Overtime will be required involving the following circumstances:

1. Sudden Illness, Injury, or Family Emergency

2. If there is a last-minute call in (within eight (8) hours of reporting for duty), illness, injury, or verified emergency.
3. To maintain staffing levels and routine operations

Mandatory Overtime may also be required involving the following circumstances:

1. District wide recall
2. Disaster preparedness
3. Current or ongoing state of emergency
4. Required training/meeting

14.2 Mandatory Callback List:

1. A mandatory callback list will be established for each rank. The lists will be established as reverse seniority (least senior member first).
2. Members will be added to the top of the list 30 days after employment for new employees and immediately for promoted employees.
3. When a member is mandated, that member will move to the bottom of the list.

14.3 Procedure:

1. Short Notice Vacancy (24 hours or less) If no response is made to cover the opened spot, the Shift Officer of the affected station will go directly to the on-duty personnel of the affected station and require mandatory rank-for-rank and position-for-position (if eligible) coverage of the affected class. If no one is eligible at the affected station, on-duty personnel from the other station will be required to hold over. If no one is eligible at either station, a callback will be initiated based on the mandatory list.
2. Greater than 24-hour notice- If a vacancy occurs with more than 24 hours' notice after following the procedure in Article 13, the first available (not on shift, not exceeding 72 hours) person on the Mandatory list will be required to report for duty.
3. If an employee leaves mid-shift (24-hour shift) and immediate coverage is required, the Shift Officer of the affected station will follow the procedure in Article 13.7. If no coverage is available, the affected class of employee expected to report to duty within the next 48 hours will be called in to report for duty starting with the member highest on the mandatory list of the affected class. (B-Shift Firefighter goes home, C-Shift Firefighter required to report for duty).
4. Ranks without coverage with more than 24 hours' notice will be contacted to report for duty for scheduled or planned mandatory overtime.

14.4 Exceptions:

1. The Shift Officer or District will whenever possible, provide as much notice as available to allow for personal rescheduling of the mandated employee.
2. The Shift Officer or District may assign split shifts so long as mutually agreed by the assigned employees.

3. The Shift Officer and the District will exempt personnel from mandatory overtime for the following reasons:
 - a. OFLA (Oregon Family Leave Act)
 - b. Paid leave Oregon
 - c. The beginning of an established, approved, planned vacation or trip
 - d. Any sudden or chronic illness to an employee or family member. (This will require a medical excuse/verification)
 - e. The death of a family member. (Verification may be required)

14.5 Consequence of Action:

Any employee who fails to report for duty after being notified of a mandatory shift will be considered a no call no show. If the employee does not meet the reasons listed in this policy and/or does not contact the Shift Officer or District in a reasonable period concerning their excuse, the employee will be disciplined. Employees who self-abandon their job duties or assignments as a public safety professional after being assigned mandatory overtime, (e.g., walk-off the job without relief coverage), will be investigated and/or disciplined, resulting up to and including termination. Disciplinary action against an employee for failing to report to duty for a mandatory shift is final and not subject to the procedure outlined in Article 10: Grievance Procedure.

ARTICLE 15: MINIMUM STAFFING

15.1 Station Staffing:

1. The District will staff a minimum of six (6) bargaining unit personnel on each shift, three (3) at Station 14 and three (3) at Station 16. Each station shall have a qualified Officer, a qualified Engineer, and a Firefighter. The personnel are assigned to staff stations and will respond with apparatus and equipment as directed by District response guidelines and supervisory staff.
2. The District will follow Article 13, Section 13.6, to fill any scheduled vacancy and Section 13.7 to fill any unscheduled vacancy to maintain minimum staffing.
3. If the District is unable to fill any vacancy using Article 13 then they will follow Article 14: Mandatory Overtime, to maintain minimum staffing.
4. If at any time during the term of this Agreement the District initiates a mandatory callback pursuant to Article 14 to reach the minimum staffing level, and if use of the mandatory callback procedure fails to secure six (6) bargaining unit personnel for a vacancy, then the District has the right to fill the vacant position(s) with a volunteer and/or part-time employee who meets the minimum firefighter or officer qualifications of the position.
5. Additionally, upon the first instance where a mandatory callback pursuant to Article 14 fails to secure six (6) bargaining unit personnel for a vacancy, by 0900 the following morning if the request comes in after midnight, or if at any time a bargaining

unit member is unable to complete their shift and a vacancy lasts more than 4 hours, section 15.1(1) shall be suspended at the election of the District. If the District elects to suspend section 15.1(1), the District will not be obligated to bargain over any impacts of that election until the next round of successor collective bargaining.

15.2 Pause:

The District may temporarily pause the minimum staffing requirements under this Article under the following circumstances:

1. When the District determines that overtime costs have gone above 6% of the budgeted line-item amount, or;
2. When the District determines that staffing levels, whether caused by vacancies or employees on leave, are too low to support the three personnel at each station.
3. The Union may request a pause in Minimum Staffing due to staffing levels as listed above in #2, however the final decision lies with the District.

Any pause will be lifted when the budget line item has recovered or when staffing level increases to support a three-person minimum. The District will inform the executive board members through email 24 hours in advance of a pause going into effect and 24 hours in advance of being lifted.

15.3 Ambulance Staffing:

Should the Lincoln 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 Lincoln 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 16: SCHEDULE CHANGE

16.1 Notice: The employee 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, disciplinary action, or termination of another employee, the District need not provide the thirty (30) days' notice.

b. If a schedule change is mutually agreed upon.

16.2 When a shift change would result in an employee working a different number of days during the (28) twenty-eight-day cycle, the employee's schedule will be adjusted so that the employee works the same number of total shifts in that (28) twenty-eight-day cycle.

If an employee is required to work additional shifts than normally scheduled, the District shall compensate the employee at the overtime rate.

ARTICLE 17: WAGES, INCENTIVE, CERTIFICATION, AIC PAY

- 17.1 Wages:** All employees will be paid wages based off of their respective Pay Classifications as shown in Appendix B. Additionally:

Employees hired at step one of the salary schedules shall be eligible for a one-step merit increase at the twelve (12) month anniversary of the date of hire, and every year thereafter on the anniversary date. Employees hired above step one shall be eligible for a one-step merit increase after twelve (12) months of employment, and every year thereafter on the anniversary of the date of hire until the top step is reached. Approval for merit increases shall be granted only after a District review of the employee's work performance, provided the evaluation is satisfactory. Any employee who has an unsatisfactory performance evaluation will be reevaluated within 6 months to determine if performance has improved and is eligible for a merit increase.

Employees who are promoted shall assume the step in the higher range that is closest to but no less than their current wage, and in subsequent years shall progress to the higher step on the 12-month anniversary of their date of promotion.

- 17.2 Cost of Living:** All employees will receive Cost of Living increases as shown below:

Effective 7/1/2024 Firefighter/Captain base wages shall be increased by 5%
Maintenance Tech base wages shall be increased by 6%

Effective 7/1/2025 All base wages shall be increased by 4%

Effective 7/1/2026 Wages will be reopened for negotiations but will be no less than a 2% increase

- 17.3 Incentive/Certification Pay:** Incentives will be calculated from the top step of the Firefighter/Engineer pay classification. An eligible employee shall receive a monthly premium in addition to his/her base salary for the following assignments beginning the first full month after receiving the State of Oregon EMS License, degree, promotion, or certification.

a. Intermediate/Advanced	3%
b. Paramedic	8%
c. AA/AS Degree	1%
d. BA/BS Degree	2%
e. NFPA DPSST Surface/Swift/Surf Certification	1%

(Any employee receiving this incentive will meet the training requirements of an active swimmer and member of the NLFR Water Rescue Team)

- 17.4 AIC Captain Pay:** In the absence of a Captain, qualified bargaining unit members may be assigned to Act in the Capacity of the absent Captain. Bargaining unit employees assigned to work in those positions shall be paid an incentive of \$50.

There will be a Captain or AIC on every shift. Employees shall be compensated at the higher rate for all hours spent in the AIC assignment, rounded to the nearest hour. The exception of this incentive is when the employee is covering trade time for an employee normally assigned this role. The District will determine who is qualified for this position.

Personnel assigned to act in a higher capacity will not be required to exercise all the supervisory functions related to discipline.

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.

- 17.5 Medic Unit transfers:** Should an off-duty employee be called in to staff a medic unit for an out-of-town transfer, that employee shall receive pay at two times their normal rate of pay (double time).
- 17.6 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.
- 17.7 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 his/her regularly scheduled shift.

ARTICLE 18: PAID TIME OFF PROGRAM

- 18.1 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 six (6) 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 charts set forth the amount of vacation accrual for employees:

40-hour per week Employees

Years of Continuous Service	Monthly Accrual	Maximum Accrual
0 through 5	8 hours	384 hours
6 through 10	10 hours	480 hours
11 through 15	13.5 hours	648 hours
16 through 19	15 hours	720 hours
20 plus	18 hours	864 hours

53-hour per week Employees

Years of Continuous Service	Monthly Accrual	Maximum Accrual
0 through 5	12 hours	576 hours
6 through 10	16 hours	768 hours
11 through 15	20 hours	960 hours
16 through 19	23 hours	1104 hours
20 plus	26 hours	1248 hours

- 18.2 Scheduling:** Vacations must be scheduled and approved by the employee's supervisor in advance for each calendar year. Vacations for the year will be scheduled on or around October 1 of each year and will be granted based upon seniority. The most senior employee shall pick first, and the least senior will pick last. Once each employee has made a pick, then the order is reversed (least senior picks first). Thereafter, vacations will be approved on a first-to-apply basis. There will be one time off position allowed per shift. The subsequent time off requests must be made prior to within one week of the scheduled shift and will only be allowed after overtime is accepted by an off-duty employee from the same category.
- 18.3 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: $\text{balance hours} / 2912 \times 2080$. 40-hour employees shall have their hours converted by the formula: $\text{balance hours} / 2080 \times 2912$.
- 18.4 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.
- 18.5 District Office Holiday Closure:** The District business office will be closed on each of these recognized Federal holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Fourth of July
Juneteenth
Labor Day
Veterans Day
Columbus Day
Thanksgiving Day
Christmas Day

- 18.6 Holiday Accrual Rate:** 40-hours per week employees shall earn eight (8) hours of holiday time each month (12 floating holidays per year). Holidays must be scheduled and approved by the employee's supervisor in advance. An employee may accumulate floating holidays to a maximum of 96 holiday hours (12 holidays).

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.

- 18.7 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.

- 18.8 Holiday Hour Transfer:** An employee transferring shift schedules shall have their Holiday hours converted so as not to lose benefits due 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: $\text{balance hours} / 2080 \times 2912$.

- 18.9 Compensation Time:** Employees who have elected to accrue Compensation Time in lieu of overtime payment may only accumulate a maximum of 144 hours for 53-hour employees and maximum of 96 hours for 40-hour employees in their time off accrual bank.

- 18.10 Compensation Hour Transfer:** An employee transferring shift schedules shall have their Compensation hours converted so as not to lose benefits due 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 19: HEALTH INSURANCE

19.1 Coverage and Cost: The District will continue to provide existing Health, Dental and Vision coverage to eligible employees, their spouses (or domestic partners) and dependents. The District will continue to cover 90% of health/dental/vision premiums and the employee will cover the remaining 10% via payroll deductions. All insurance programs within this article will be substantially equal to or better than the program in effect as of July 1, 2024.

19.2 VEBA Contributions: The District will make semi-annual contributions to employees' HRA VEBA accounts dated August 1 and February 1 for the budget year. The semi-annual contribution amounts will be:

For the low deductible plan:

Employee only	\$500
Employee + 1 spouse or child	\$1000
Employee & 2 or more (spouse/children)	\$1500

For the high deductible plan:

Employee only	\$750
Employee + 1 spouse or child	\$1500
Employee & 2 or more (spouse/children)	\$2250

19.3 Insurance Wave Off: An employee may choose to "Wave Off" District provided Health, Dental and Vision insurance coverage so long as they are covered by a Non-District funded Plan. The employee will be required to complete and sign all forms provided by the District's Insurance carrier and the District before approval.

The employee will be ineligible to reenroll for District provided Health, Dental or Vision insurance until the annual open enrollment time period is available.

In return the District will provide to the employee an HRA VEBA account and make a contribution as outlined in 19.2. The contribution will be set at the low deductible plan rate for the employee's household classification.

ARTICLE 20: ACCIDENTAL DEATH AND DISMEMBERMENT

20.1 Coverage: The District will provide Life Insurance with Accidental Death and Dismemberment (AD&D) 24-hours a day in an amount not less than \$50,000.

The District will also provide 24-hour a day accident insurance that includes death benefits, impairment benefits, income protection, and family assistance. Accident and Health Benefits are \$ 25,000 and AD&D Benefits are up to \$125,000.

The terms of these policies and disbursement schedule are available upon request. This policy will be substantially equal to or better than the program in effect as of July 1, 2024.

ARTICLE 21. SICK LEAVE

21.1 Accrual: 40 hour a week employee will accrue sick leave at the rate of eight (8) hours per month; 53 hour a week employee will accrue sick leave at twelve (12) 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 1029 hours for 40-hour employees and 1440 hours for 53-hour employees.

21.2 Utilization: Employees are eligible for sick leave for the following reasons:

- Employee's serious health condition
- Family member's serious health condition
- Parental Leave
- Pregnancy Disability Leave
- To attend a medical appointment

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 their regularly scheduled work shift, unless unable to do so because of the serious nature of the illness, injury, or disability due to pregnancy.

21.3 Family Sick leave: An employee may also use sick leave where there is an illness, injury or pregnancy in their 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 family shall be defined by BOLI:

- Spouse or domestic partner
- Child or the child's spouse or domestic partner
- Parent or the parent's spouse or domestic partner
- Sibling or stepsibling or their spouse or domestic partner
- Your grandparent or your grandparent's spouse or domestic partner
- Your grandchild or your grandchild's spouse or domestic partner

21.4 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.

- 21.5 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.
- 21.6 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.
- 21.7 Return to work:** When an employee is on sick leave the employer may require the employee provide a doctor's note if sick leave is in excess of two consecutive 48-hour shifts. If the employee suffers any out-of-pocket expenses, not covered by insurance, to obtain the doctor's note, the employer will reimburse the employee. 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.
- 21.8 Transfer of Sick Leave:** Employees who have exhausted all their accrued leave benefits may receive a gift of sick, vacation, holiday, or comp time 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 the 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 10% of their accrued sick, vacation, holiday, or comp time leave balance. Only employees who have accumulated more than a combination of 240 hours may make a contribution, and no employee may contribute more than 40 hours per year to other employees. If the transfer is between 40 and 53 hour employees a conversion rate as outlined in Article 18: Section 18.3 will apply.

ARTICLE 22: BEREAVEMENT LEAVE

- 22.1 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:

Forty (40) hours a week employee:
Up to three (3) days with pay (24 hours)

Fifty-three (53) hours a week employee:
Up to two (2) shifts with pay. (48 hours)

- 22.2 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.
- 22.3 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 23: LEAVE WITHOUT PAY

- 23.1 General:** Employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay for a reasonable period of time up to sixty (60) days. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, and the expected impact of the leave on the District.
- 23.2 Requests:** Requests must be submitted in writing and must be approved in writing by the Fire Chief before the leave begins. Requests for additional extensions of leave must be submitted in writing and approved in writing by the Fire Chief before the extended period of leave begins. It is the employee's responsibility to keep the District informed of their status in order to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.
- 23.3 Status of Employee Benefits during Personal Leave:** The District will not pay for group Health or Dental insurance premiums during any portion of an unpaid leave of absence.

ARTICLE 24: WITNESS OR JURY DUTY

- 24.1 Pay:** Employees of the District will be paid full salary when required to serve on a jury. All moneys 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 his/her 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 25: DRUG AND ALCOHOL TESTING

25.1 Policy: The parties agree to follow the District's Drug and Alcohol Policy as outlined in Policy 8.13 of the District Policy Manual.

25.2 Changes: Any and all changes, excluding spelling changes, shall be bargained.

ARTICLE 26: EDUCATION AND CAREER DEVELOPMENT

26.1 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 training as deemed necessary and beneficial to the delivery of services and performance of duties.

26.2 Requests and Reimbursement: Employees may request compensation for the costs of college level, technical or other academic course work, seminars, and conferences relevant to their current or future roles in the organization. Such requests must be made in advance and in writing to the Deputy Chief of Operations / Training or the Fire Chief for approval. Reimbursement for college level course work will only be made if the employee receives a passing grade. All training activities involving a cost to the District must be approved in advance, in writing, and meet budgetary guidelines.

ARTICLE 27: RETIREMENT

27.1 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.

27.2 Employee's Contribution to IAP: As of the date that an employee becomes a member of the public retirement plan's Individual Account Program (IAP), the District agrees to pay six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238A, as the employee's contribution to the employee's IAP account. In the event of the passage of any law, or court order that bars the District from making the employee's contribution to PERS, the District agrees to immediately increase the employee's base pay by six percent (6%). The District will continue to participate in the sick leave program administered by PERS in accordance with law.

- 27.3 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. The District will match up to three percent (3%) of employee contributions.

ARTICLE 28: UNIFORMS

- 28.1 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 uniform hats, beanies, sweatshirts and T-shirts, that meet NFPA standards, to have the IAFF Logo or "Local 5169" logo in a mutually agreeable location as listed below and will have the same font and design as District issued clothing.

T-Shirts: a) Black in color (exception is October Cancer Awareness, Pink)
 b) Back of Shirt "Noth Lincoln Fire & Rescue"
 c) Front of shirt has IAFF Logo left side, Rank and EMS level on right side

Hats: a) Front has "North Lincoln Fire" or "NLFR" or "Eng16ine" / "Eng14ine"
 North Lincoln
 b) Back "IAFF LOCAL 5169" local 5169 Emblem, or the IAFF emblem.

Belt Buckles: a) Current agreed to design with IAFF logo, Local 5169 and North Lincoln Professional Firefighters displayed.

- 28.2 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 Union employees by the District and shall remain the property of the District. This does not include Union provided clothing. The decision of when to replace used/worn items is at the District's sole discretion.

- 28.3 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 or provided by the Union. If an employee loses or damages an item through neglect, she/he 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.

ARTICLE 29: SAFETY

- 29.1 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.

- 29.2 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).
- 29.3 Emergency Incident Response:** Only trained and qualified personnel, as defined by the Policy and Procedure Manual, employed by or volunteering for the District will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.
- 29.4 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.
- 29.5 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.

ARTICLE 30: 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 must agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party. All other portions of this Agreement, and the Agreement as a whole shall continue without interruption for the term hereof.

ARTICLE 31: LABOR MANAGEMENT COMMITTEE

- 32.1** The parties agree to establish a joint Fire District, Union Labor-Management Relations Committee which shall meet at least quarterly to discuss ongoing labor-management issues.
- 32.2** The committee will consist of two persons from Management and two people from the Union, of which one will be from the executive board. Each member will be expected to maintain ongoing membership on the Committee until permanently replaced.

- 32.3** Management and the Union shall choose their respective LMRC members. Meetings will be scheduled at an agreed upon time and date by all members. Should a meeting take place while one of the Union representatives is on duty, the District will make reasonable efforts to cover that position for the duration of the meeting.

ARTICLE 32: TERM OF AGREEMENT – TERMINATION

- 31.1 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, 2027.
- 31.2 Notice of Modification:** If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by January 31st of the year the contract expires.

This contract will be reopened for wage negotiation only on or after March 1, 2026 for the FY 2026-27 wage scale.

Appendix A

Bargaining Unit Classifications

- Firefighter/Engineer
- Lieutenant
- Captain
- Fire Prevention/PIO
- Deputy Fire Marshal
- Maintenance Technician

Appendix B

North Lincoln Fire and Rescue District #1

2024-2025 Pay Scale

North Lincoln Fire & Rescue District #1 - Proposed Pay 2024/2025										
Pay Classification - Firefighter/Engineer						Shift F-1				
Position:	Pay	15	Hour	53 hr.	Annual					
Shift FF-EMT	Step	\$21.86	Rate	Week	Base Pay					
Contract Increase	5.0%									
	1		\$22.95	2756	\$63,250					
12 month	2	104%	\$23.87	2756	\$65,780					
24 Months	3	104%	\$24.82	2756	\$68,411					
36 Months	4	104%	\$25.82	2756	\$71,148					
48 Months	5	104%	\$26.85	2756	\$73,994					
60 Months	6	104%	\$27.92	2756	\$76,954					
Pay Classification - Captain						Shift F-2				
Position:	Pay	6	Hour	53 hr.	Annual					
Shift Captain	Step	\$25.63	Rate	Week	Base Pay					
Contract Increase	5.0%									
	1		\$26.91	2756	\$74,164					
12 month	2	104%	\$27.99	2756	\$77,131					
24 Months	3	104%	\$29.11	2756	\$80,216					
36 Months	4	104%	\$30.27	2756	\$83,424					
48 Months	5	104%	\$31.48	2756	\$86,761					
60 Months	6	104%	\$32.74	2756	\$90,232					
Pay Classification - Maintenance Tech						F-3				
Position:	Pay	2	Hour	40 hr.	Annual					
Maintenance Tech.	Step	\$25.63	Rate	Week	Base Pay					
Contract Increase	6.0%									
	1		\$27.17	2080	\$56,514					
12 month	2	104%	\$28.26	2080	\$58,774					
24 Months	3	104%	\$29.39	2080	\$61,125					
36 Months	4	104%	\$30.56	2080	\$63,570					
48 Months	5	104%	\$31.79	2080	\$66,113					
60 Months	6	104%	\$33.06	2080	\$68,757					
Pay Classification - Firefighter/Engineer 40hr week						F-4				
Position:	Step	0	Hour	40 hr.	Annual					
		\$28.96	Rate	Week	Base Pay					
Contract Increase	5.0%									
	1		\$30.40	2080	\$63,232					
12 month	2	104%	\$31.62	2080	\$65,761					
24 Months	3	104%	\$32.88	2080	\$68,392					
36 Months	4	104%	\$34.20	2080	\$71,127					
48 Months	5	104%	\$35.56	2080	\$73,972					
60 Months	6	104%	\$36.99	2080	\$76,931					

Incentive Base Pay 1% = \$ 64.14

EMT Advanced 2% = \$ 128.28

EMT Paramedic 8% = \$ 513.12

AA/AS Degree 1% = \$ 64.14

BA/BS Degree 2% = \$ 128.28

Water Rescue 1% = \$ 64.14

AIC Captain \$ 50 per shift rounded to the nearest hour

SIGNATURE PAGE

SIGNED THIS 30TH DAY OF JULY, 2024

FOR NORTH LINCOLN FIRE & RESCUE:

FOR IAFF 5169:

Tim Beatty, Board of Directors President
North Lincoln Fire & Rescue District #1

Hunter Pariani, President
IAFF Local 5169

Rob Dahlman, Fire Chief
North Lincoln Fire & Rescue District #1

Simeon Wakefield, Vice-President
IAFF Local 5169