



# COLLECTIVE BARGAINING AGREEMENT

*between*

## DAS

THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES

*on behalf of the*  
OREGON MILITARY DEPARTMENT

*and*

**IAFF LOCAL 3340**  
KINGSLEY FIREFIGHTERS ASSOCIATION INC.

2021

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2025

**IAFF—KFFA**

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## **PREAMBLE**

This Agreement is entered into between the State of Oregon, through its Department of Administrative Services (Employer), on behalf of the Military Department (Agency), and the IAFF Local 3340 Kingsley Fire Fighters Association Inc., hereinafter referred to as the IAFF Local 3340.

## **ARTICLE 1 - RECOGNITION**

### **Section 1. Recognition.**

The Employer and Agency recognizes the IAFF Local 3340 as the sole and exclusive bargaining agent for all members of the Kingsley Field Fire Department exclusive of management, confidential, temporary and clerical personnel as certified by the Employment Relations Board.

### **Section 2. Scope of Representation.**

The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. Nothing herein may be construed or interpreted as limiting the right of the Employer and Agency and the IAFF Local 3340 to consult with one another on matters outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

## **ARTICLE 2 - ASSOCIATION SECURITY AND CHECK-OFF**

### **Section 1. Dues/Deductions.**

Any employee represented by the IAFF Local 3340 shall have deducted from his/her salary for disbursement to the IAFF Local 3340 an amount equal to the dues and assessments of the IAFF Local 3340.

### **Section 2. Deduction Process.**

Payroll deductions or payments in lieu of dues, assessments or service charges shall be made by the disbursing officer for the Employer. Proper amounts of the dues and assessments shall be certified by the Secretary/Treasurer of the IAFF Local 3340 to the Employer and shall be effective on the date indicated by the IAFF Local 3340 after the Contract becomes effective. The Employer shall make these deductions each month without any requirement of specific authorizations by the affected employee and shall continue for the life of the Agreement as long as the employee is employed and is in the bargaining unit. The total amount of the deduction shall be remitted each month by the Employer to the Secretary/Treasurer of the IAFF Local 3340.

### **Section 3. Hold Harmless.**

The Employer and Agency will not be liable for check-off errors and will make proper adjustments as soon as practicable. The IAFF Local 3340 also agrees to hold the Employer and Agency harmless against any suit or judgment made against the Employer as a result of any action taken under the provisions of this Article.

## **ARTICLE 3 - NON-DISCRIMINATION AND INDIVIDUAL RIGHTS**

### **Section 1. Non-Discrimination.**

This Agreement shall apply equally to all members of the Association regardless of race, sex, creed, color, national origin, handicap, age, IAFF Local 3340 membership or activity, marital status or political affiliation. All references to gender in this Agreement designate both sexes. When either the male or female gender is used, it shall be construed to designate both male and female employees.

### **Section 2. Individual Choice.**

Membership or non-membership in the IAFF Local 3340 shall be the individual choice of the employees covered by this Contract, subject to the provisions of [Article 2](#) of this contract.

## **ARTICLE 4 - ASSOCIATION REPRESENTATION**

### **Section 1. Non-Discrimination.**

Employees shall have the right to form, join or assist in a labor organization, and to bargain collectively through representatives of their choosing. The Employer shall not coerce, attempt to influence, or discriminate against any member exercising his rights under this contract and pursuant to ORS 243.

### **Section 2. Association Business.**

IAFF Local 3340 representatives shall be allowed time away from their duty station without loss of pay when attending meetings with management provided, however, no more than three (3) IAFF Local 3340 members may utilize this provision at any one (1) time unless more members need to be present and is agreed upon by the Fire Chief or his designee. Expenses or wages paid for Association Activities not for the direct purpose of administering the Collective Bargaining Agreement are prohibited as Unfair Labor Practices by ORS 243.672. Such activities must be covered by paid leave, or at time when the Association Member is off duty. Such leave is subject to the operating needs of the Fire Department. Expenses or wages paid for Association Activities directly related to attending grievance meetings or attending investigations conducted by management are permitted activities, but time away from actual duties must be coordinated with the Fire Chief or his designee. Such participation may not be unreasonably denied.

### **Section 3. Association Meetings.**

The IAFF Local 3340 may utilize the Fire Station for meetings to allow the presence of on-duty Fire Fighters. Nothing in this provision supersedes the responsibility of on duty personnel. The Local shall notify the Fire Chief, for the purpose of coordination of space usage, of proposed association meetings, including the date, time and room(s) to be used. In the event of an emergency, or unscheduled emergency drill the on-duty shift will ensure all requirements are met. All off-duty personnel will follow general base requirements for an emergency, or unscheduled emergency drill.

### **Section 4. Bulletin Boards.**

The Agency agrees to furnish and maintain a suitable bulletin board which shall be used by the IAFF Local 3340 for the purpose of conducting Association business.

### **Section 5. Union Office Space.**

Management and Union agree to discuss the availability of space in the new station for union office work to be conducted and records to be stored.

REV: 2015, 2017

## **ARTICLE 5 - SENIORITY**

### **Section 1. Definition.**

Seniority shall mean a permanent employee's length of continuous service with the Employer from the last date of hire as recognized by the State of Oregon's recognized service date (RSD). A new employee who has not completed the probationary period for new hires shall not be considered a permanent employee.

### **Section 2. Seniority Ranking.**

For purposes of this Article (specifically Section 3) employee seniority shall be calculated according to their date of hire with the Kingsley Field Fire Department. The score in the selection process as defined in [Article 22](#) Section 2 will be used to establish seniority for employees with the same date of hire.

### **Section 3. Lay-Offs.**

The OMD's Adjutant General, or designee, shall make the final approval of the numbers of the positions to be laid off, and IAFF3340 shall be notified in writing at least five (5) calendar days prior to the employees in those positions being notified of layoff. The Employer shall notify, in writing, all affected employees within fifteen (15) calendar days of their layoff date.

### **Section 4. Utilization.**

Seniority ranking shall be used in the determination of:

- (A) All matters concerning layoffs and rehiring. Employees shall be laid off in ascending order of seniority and recalled in descending order of seniority. Employees shall be laid off by department seniority, without regard to classification. No new employees shall be hired until all laid off employees have been given an opportunity to return in accordance with this Agreement, beginning with the last employee to be laid off.
- (B) Vacation scheduling requests, for the calendar year that are submitted between January 1<sup>st</sup> of each year through March 31<sup>st</sup> will be awarded by seniority preference for that calendar year. Vacation scheduling for the following calendar year between January 1<sup>st</sup> of the year through March 31<sup>st</sup> will be awarded by seniority preference, provided the request for such vacation is submitted no later than December 1<sup>st</sup> of the current year.

### **Section 5. Loss of Seniority.**

An employee shall lose all seniority credit in the event of:

- (A) Voluntary termination.
- (B) Discharge for just cause.

- (C) Failure to return from layoff within fourteen (14) days following written notification to the employee's last known address.
- (D) Layoff of more than two (2) years.

**Section 6. Recall.**

In the case of recall to work after a layoff, last date of hire shall be the date of hire prior to the layoff. In no case shall a date of recall be considered as last date of hire.

REV: 2015, 2017

**ARTICLE 6 - RULES, POLICIES, PROCEDURES, AND OPERATING GUIDELINES**

The IAFF Local 3340 agrees that its members shall comply with the Agency's policies, procedures, and standard operating guidelines (SOG). Such criteria shall be consistently and uniformly applied, and the Agency shall provide for the periodic review of these rules with employees. The IAFF Local 3340 and the Employer shall meet and confer prior to the implementation of any new rules, policies, procedures and/or operating guidelines, provided that neither party waives its rights to collectively bargain such directives as they may deem necessary.

**ARTICLE 7 - SAFE AND NECESSARY EQUIPMENT AND PROGRAMS**

**Section 1. Safe and Necessary Equipment.**

Adequate and safe equipment shall be provided for all employees. Any safety clothing or equipment required to be worn or used by employees shall be furnished by the Agency. Operational uniforms shall meet or exceed the requirements of NFPA 1975. ANSI approved clothing, as authorized by the Agency, shall also be authorized for wear. Any safety clothing provided to employees shall be worn. The Agency will provide a serviceable washer and dryer with detergent to launder uniforms and non-personal items at the fire station. The Agency will furnish the following clothing to employees subject to conditions identified below:

- (A) One (1) Winter Coat at hire and as needed
- (B) Two (2) Department of Defense Badges with two (2) sets of Accessories at hire and on promotion
- (C) Molded Ear plugs at hire and as needed
- (D) Four (4) uniform trousers Two (2) upon hire and two (2) upon completion of Trial Service
- (E) Four (4) uniform shirts Two (2) upon hire and (2) Upon completion of Trial Service (forty (40) and fifty-six (56) hour employees may request two (2) be long-sleeved)

The phrase 'at hire' shall mean that the Agency will provide the above clothing within the first thirty (30) calendar days of employment or promotion depending upon vendor response.

### Uniform Damage

The Agency will replace a clothing item provided it is accidentally damaged through no fault of the employee as determined by the Fire Chief. Employees will be required to reimburse for actual cost of replacement for any uniform item lost or damaged through negligence as determined by the Fire Chief.

### Uniform Allowance

Employees will receive a uniform maintenance allowance of Seven Hundred Seventy-five Dollars (\$775.00). Employees must be on the Agency payroll as of January 1<sup>st</sup> of each year for eligibility to receive the allowance. Payment of the allowance shall be in the employee's paycheck. Payment of the allowance shall be included in the January payroll. New hires will receive this allowance within the first Sixty (60) calendar days of employment, unless hired after November 1<sup>st</sup>, and then they will receive one (1) allowance on or before January 1<sup>st</sup> and annually thereafter. This allowance is for the purpose of providing Boots, Shoes, Hats, Belts, Socks, Linens and other various articles of clothing as required for duty. All clothing articles will meet safety specifications as set by the Fire Chief. Appeal of the Fire Chief's decision may be made to the Base Civil Engineer at Kingsley Field.

### Class "A" Uniform

At the employee's request, in order of seniority and contingent upon available funds the Employer will purchase a Class "A" uniform. The Employer will only purchase the Class "A" uniform once in the employee's career, the Employees will be responsible for providing their own ties, shirts, and shoes for the Class "A" uniform. However, for the 2021 reopener only, the Employer will cover the cost of ties, shirts, and shoes. Once purchased, the employee will be responsible for the maintenance and up keep of the uniform. Employees who have already purchased their own Class "A" uniform will be given a one-time maintenance allowance of one hundred and sixty-five dollars (\$165). Due to the potential for existing funds to expire on or about June 30, 2021, the Parties agree to implement this specific section immediately. As provided for in this Section, future purchases are subject to the availability of funds.

### **Section 2.**

In the interest of health and safety of all personnel, and in compliance with National Fire Protection Association (NFPA - 1500), the Agency agrees to provide a medical physical examination once every year at no expense to employees. Federal and State safety regulations shall be strictly observed by the Agency, the IAFF Local 3340 and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner and shall comply with all reasonable safety rules of the Agency. All new ordered turnouts will be fitted by the manufacture or vendors.

### **Section 3. Station Equipment.**

The Agency agrees to provide and maintain in good working order kitchen and other furniture and items necessary for twenty-four (24) hour operations, to include separate dry and cold storage space for each shift.

### **Section 4. Safety Committee.**

A Safety Committee shall be maintained at the Kingsley Field Airbase consistent with statute.

*REV: 2015, 2017, 2021*

## **ARTICLE 8 - MANAGEMENT RIGHTS**

The parties agree that the Employer and the Agency have the right to operate and manage the Agency, including, but not limited to the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees for just cause; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provision of this Agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 1. Definition.** Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement. The following procedure shall be the sole and exclusive method for resolution of all grievances.

It is the intent of the parties to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. However, if the IAFF Local 3340 or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination), such grievance shall be resolved as provided under this Article.

The grievance shall be written on the designated Grievance Form identified in Appendix B.

If, at any step of the grievance procedure, the Agency or Employer fails to issue a written response within the specified time limits, the Union shall advance the grievance to the next step of the grievance procedure unless withdrawn by the Union.

Time limits referenced herein, may be extended by written mutual agreement of the parties.

### **Section 2. Grievance Steps.**

#### **Step 1. Kingsley Field.**

The affected employee, or the IAFF Local 3340 Grievance Committee shall take up the grievance with the appropriate excluded direct supervisor and shall do so within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the employee may first be reasonably expected to have had knowledge of that occurrence. During this thirty (30) day period, every effort shall be made to settle grievances at this first step through the recognized chain of command in verbal form, and either party may request the presence of the Fire Chief during such discussions. Within fifteen (15) calendar days of receipt of the Official Grievance Form, Kingsley Field management will issue a written response.



### **Step 2. Military Department.**

In the event the grievance is not resolved at Step 1, the IAFF Local 3340 may, with or without the presence of the aggrieved employee, present any grievance in writing to the Military Department (AGP) designee for adjustment within fifteen (15) calendar days after the response required by Step 1 was due. The Military Department may request a mutually-agreeable time to meet, and if a meeting is held, will provide a formal written response within fifteen (15) calendar days of either the date of such meeting or of receipt of the IAFF Local 3340's request for review and response, whichever is later.

### **Step 3. Department of Administrative Services.**

If the grievance remains unresolved, the IAFF Local 3340 may file the grievance with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days after the response was due for review and response. The Labor Relations Unit may request a mutually-agreeable time to meet, and if a meeting is held, will provide a formal written response within fifteen (15) calendar days of either the date of such meeting or receipt of the IAFF Local 3340's request for review and response, whichever is later. In the event the Step 3 response is acceptable to the Association, such response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all parties and they will abide thereby.

### **Section 3. Submission to Arbitration.**

Any grievance, having progressed through the Steps as outlined in this Agreement and remaining unresolved following Step 3 review, may be submitted to arbitration for settlement by the Union. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days of when the Step 3 response was due or received.

Failure to file a valid arbitration request within the specified fifteen (15) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If arbitration is requested, the parties shall meet to attempt to formulate a submission agreement to be forwarded to the arbitrator.

### **Section 4. Mediation.**

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either party may request mediation of the grievance. If agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure.

### **Section 5. Selection of the Arbitrator.**

In the event that arbitration becomes necessary, the parties will jointly request from the Employment Relations Board the names of five (5) qualified arbitrators. An arbitrator will be selected by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and arbitration hearings shall commence within a reasonable time, as may be accommodated by the availability of the arbitrator.

### **Section 6. Arbitrator's Authority.**

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

### **Section 7. Expenses of Arbitration.**

In the event that the arbitrator finds for either party, in the whole, the arbitration fees shall be paid by the losing party. If the award is less than whole, all fees of the arbitrator will be shared equally. All other costs of arbitration shall be the responsibility of the party incurring the costs.

## **ARTICLE 10 - OVERTIME**

### **Section 1. Definition.**

Overtime shall be hours worked over one hundred eighty-two (182) in a twenty-four (24) day work period. The discretion to use or to assign "Emergency Overtime" shall be the express right of the Employer and Agency. Whenever possible, and particularly in the assignment of non-emergency overtime, it shall be offered to permanent employees on a fair and equitable basis, in accordance with a written policy, when the policy or procedure is not in conflict with this Agreement.

### **Section 2. Call Back.**

An employee called back to work due to low staffing shall receive a minimum of two (2) hours call-back time. When the employee is no longer needed after the first two (2) hours he/she shall be considered off duty.

### **Section 3. Staffing Levels for 56 Hour Employees.**

The Fire Chief or designee shall reference Technical Implementation Guide (TIG) 403-14 or successor guidance and shall maintain the Reduced Level of Service (RLS) of six (7) bargaining unit employees during high operational hours (defined in a policy letter as agreed upon by the Parties). During hours that are not high operational hours, no fewer than five (5) bargaining unit employees may be assigned to operations. At no time will the Agency compel an employee to use leave or LWOP to reduce staffing. The Agency shall maintain no fewer than one (1) C5557 bargaining unit employee assigned to operations or an employee otherwise assigned to perform, C5557 operations duties or equivalent and no fewer than two (2) C5556 bargaining unit employees assigned to operations or an employee otherwise assigned to perform C5556 operations duties or equivalents on duty an assigned to operations at all time. The Employer shall look to seniority and certifications to determine classification equivalency for the purposes of staffing. Members assigned to operational staffing will work in the highest available position for which they are qualified. C5555 probationary employees will not be counted toward staffing for ninety (90) days unless mutually agreed to by the Assistant Chiefs of Operations and approved by the Fire Chief or designee.

- (A) The bargaining unit is authorized two (2) members off per shift, regardless of vacancies, probationary restrictions, career development, military leave or personnel on injury or light duty, sick leave or bereavement leave.

- (B) Members that request time off to use benefits for the discretionary slots are not approved until it is determined they are available. Off duty members shall contact the on-duty Assistant Chief of Operations twelve to twenty-four (12-24) hours prior to the shift to ensure that the time off is approved. Discretionary leave approval shall not be revoked. Discretionary leave for on-duty members is subject to staffing requirements.
- (C) Both Labor and Management recognize the importance of Staffing as it related to the safety and efficiency of the department and those it protects. The Parties agree to discuss the fiscal, operational and safety impacts of staffing levels as they arise during the term of the Agreement.
- (D) Except for mutual aid calls, deviation from minimum staffing must be approved by the Fire Chief or their designee.
- (E) The Agency shall not be held liable, nor subject to grievances, for errors made by IAFF 3340 when it does not follow the overtime callback process or fails to call an employee on the overtime list. However, the Agency is responsible for hours worked.

See LOA's regarding: [Staffing Levels](#)

#### **Section 4. Hold Over.**

An employee held over due to low staffing shall receive compensation at overtime rates and shall be considered off duty when he/she is no longer needed.

#### **Section 5. Overtime Rate.**

The hourly rate is the employee's regular monthly gross wage divided by 229.67. For purposes of this Agreement, the regular gross monthly wage rate is that rate paid for employee's regular schedule of one hundred ninety-two (192) hours for their twenty-four (24) day FLSA work period, but does not include the premium pay for the hours worked in excess of one hundred eighty-two (182) for that same period. Overtime shall be paid monthly along with the regular pay schedule.

#### **Section 6. Qualifying Overtime.**

##### **(A) Scheduled FLSA Overtime.**

Compensation for scheduled FLSA overtime shall be paid at the rate of one-half (1/2) time the hourly rate for each portion thereof at quarter (1/4) hour intervals worked. Scheduled FLSA overtime for purposes of this Agreement equals ten (10) hours for each twenty-four (24) day FLSA work period, which equals one hundred eighty-two (182) hours of paid status.

##### **(B) Unscheduled FLSA Overtime.**

For hours worked outside of an employee's regularly scheduled work shifts (see [Article 14](#), Section 1), overtime will be paid at time and one-half (1-1/2) of the regular hourly wage rate.

#### **Section 7. Compensatory Time Accrual.**

(A) Compensatory time accrual shall be limited to a total amount of one hundred ninety-two (192) hours. These hours shall consist of unscheduled overtime hours worked by the employee for the benefit of the Employer.

(B) Scheduled overtime (FLSA) is not compensatory time and shall be paid monthly as a portion of the base salary.

- (C) Any employee that reaches the accrual cap of one hundred ninety-two (192) hours shall be compensated in overtime pay for the overtime hours worked until their compensatory time balance is reduced below the accrual cap.

**Section 8. Forty (40) Hour Employees.**

Forty (40) hour employees shall accrue Overtime or Compensatory time pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion.

**Section 9. Staffing Levels for Forty (40) Hour Employees.**

Non-operational forty (40) hour employees may be requested to provide operational support by the Fire Chief or their designee, or the Assistant Chief of Operations for routine emergencies and/or when an all call for all fire personnel has been initiated. In these situations, non-operational forty (40) hour employees shall not be utilized or assigned to operational staffing unless they possess the appropriate certifications and training.

*REV: 2015, 2017, 2021*

**ARTICLE 11 - RETIREMENT**

**Section 1. Public Employees Retirement System (“PERS”) Members.**

For purposes of this Article, a PERS participating member is an employee who has established membership in PERS (Tier 1, Tier 2, or OPSRP and who is presently employed in a qualifying position.

**Section 2. PERS Participating Retirement Contributions.**

Effective February 1, 2019 compensation plan salary rates for PERS participating members were increased by six percent (6%) and the State ceased “picking up” the six percent (6%) employee contribution. The State will deduct from an employee’s salary and make the six percent (6%) employees contribution to their PERS account or Individual Account Program (IAP) account, as applicable. Such employee contributions shall be treated as “pre-tax” contributions pursuant to the Internal Revenue Code, Section 414(h)(2).

The Parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by 2019 Legislative Assembly, including SB 1049. Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the above.

**Section 3. PERS Pickup.**

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five hundredths percent (6.95%). At that time the Employer will begin paying the six percent (6%) required under ORS 238A.330 to the PERS or IAP accounts of such members, on behalf of such members, pursuant to a reduction of those members’ compensation under ORS 238.335(2)(a) and OAR 459-09-0200(3). No member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the parties is for the contributions described under this Section to qualify as treatment as Employer

contributions under Section 414(h)(2) of the Internal Revenue Code. This provision shall not be retroactive in its application or effective prior to February 1, 2019.

**Section 4. Pre-Retirement Counseling Leave.**

Leave with pay for an employee to investigate and assemble a retirement program may be granted by an appointing authority for a period up to twenty-eight (28) hours leave within three (3) years of the chosen retirement date. Employees shall request the use of leave provided in this Section at least fourteen (14) days prior to the intended day of use.

Authorization of the use of pre-retirement leave shall not be unreasonably denied unless the Agency determines that the use of such leave handicaps the efficiency of the employee's work unit.

When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance and other retirement income.

REV: 2017,2019

**ARTICLE 12 - SICK LEAVE**

**Section 1. Accrual.**

It is agreed that the Employer will provide sick leave as insurance for its employees in the event of illness or off the job injury. Accrued sick leave shall only be for the purposes of compensation during a legitimate absence due to injury or illness where the member is unable to safely perform job functions, and as otherwise provided in this Agreement.

Sick leave shall accrue at a rate of twelve (12) hours per month. Newly hired employees shall have their sick leave accrual prorated based on their date of hire. For purposes of all compensable leave computations, accruals shall be calculated commensurate with a 2,080 hour work year, but adjusted to compensate for the fire fighters' FLSA 2,758 hour work year. The resulting factor for this purpose is 1.325.

Sick leave pay shall not affect the accrual of other benefits.

Employees who are granted a leave of absence with pay, for any reason, shall continue to accrue sick leave at the prescribed rate. Sick leave shall not accrue during a leave of absence without pay.

**Section 2. Notification of Sickness.**

Each employee shall make every effort to notify the on-duty Assistant Chief of the employee's sickness at least one-half (1/2) hour prior to the employee's regular starting time.

**Section 3.**

The Employer and Association agree to abide by those provisions of the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act(s) (FMLA), consistent with state policy as provided under [Article 6](#) of this Agreement.

#### **Section 4. Funeral/Family Illness.**

**(A) Family Illness.**

Employees shall be granted use of sick leave accruals in the event of the illness of any member of the employee's immediate family. The leave shall be for a period of up to three (3) shifts, additional time may be approved by the Fire Chief or his authorized representative. The immediate family is defined as: Husband, Wife, Mother, Father, Sister, Brother, Son, Daughter, Mother-in-law, Father-in-law, Grandmother, Grandfather, Son-in-law, Daughter-in-law, Grandchild, Foster parent, Step-parent, Step-children, Foster-children, or any other relative of either spouse living in the immediate household of the employee.

**(B) Bereavement Leave.**

Notwithstanding the Family Illness eligibility criteria above, employees shall be eligible for a maximum of *two (2) successive shifts* of paid bereavement leave, prorated for part-time employees. This absence is not charged against the employee's sick leave accruals. The agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. For purposes of this Section, "immediate family" shall include the employee's or the employee spouse's parent (including one who stood in loco parentis (in place of a parent) when the employee was a child), wife, husband, child (and child's spouse) (includes a child whom the employee stood in loco parentis), brother, sister, grandmother, grandfather, grandchild, of the equivalent of each for domestic partner or another member of the immediate household. Forty (40) hour employees shall follow state policy on Bereavement Leave.

#### **Section 5. Forty (40) Hour Employees.**

Forty (40) hour employees shall accrue Sick Leave pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion.

#### **Section 6. Donated Hardship Leave.**

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leave and compensatory time for use by eligible recipients as sick leave, and allows employees of the department to receive donated leave. The Agency will allow employees to make donations of accumulated vacation leave and compensatory time, not to exceed the hours necessary to cover for the qualifying absence as provided in the stipulations below, to a co-worker in the Oregon Military Department. For the purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions:

- (A)** The recipient and donor must be regular status or limited duration employees of the Agency.
- (B)** Donating and receiving leave is voluntary.

- (C) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- (D) Use of donated leave shall only be for the purposes of compensation during a legitimate absence due to injury or illness where the member is unable to safely perform job functions.
- (E) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying that the employee's absence for illness or injury is projected to continue for at least thirty (30) days. To be eligible for donations the employee must have exhausted all types of their paid leave and be projected to be in leave without pay for at least two (2) weeks or four (4) regularly scheduled shifts during this absence. Donated leave will be allowed on an intermittent basis if the physician certifies the employee will be out intermittently for the same illness or injury, once returning to work.
- (F) Access to hardship leave shall cease if the recipient fails to provide an updated physician's certificate verifying the continuation of the illness or injury within fifteen (15) calendar days of a request for an updated certificate.
- (G) Employees otherwise eligible for or receiving Workers' Compensation, or on parental leave will not be considered eligible to receive donations under this Agreement.

REV: 2015, 2017

## **ARTICLE 13 - HOLIDAYS AND OTHER LEAVES**

### **Section 1. Compensatory Days.**

Employees assigned to twenty-four (24) hour shifts shall be granted one-hundred and fifty-two (152) hours per year in lieu of all federal or state declared holidays, regardless of the number of declared holidays within their work schedule. For purposes of accrual, the year shall be considered the calendar year.

New employees will receive a prorata share of the annual accrual, as determined by the employee's appointment date. Employees not employed for the full calendar year shall receive only a prorata share of the annual accrual.

As provided for under this Article, compensatory accrued leave must be used during the calendar year earned. Unused accrued leave at the end of the calendar year shall be lost. Compensatory Days will not be used in lieu of sick leave unless the employee has exhausted their sick leave balance.

### **Section 2. Educational Leave.**

Subject to approval by the Fire Chief or his representative, an employee shall be granted leave with pay for the purpose of attending seminars, courses, briefing sessions, or conferences and other educational purposes designed toward the upgrading or improvement of the employee's skills or professional abilities related to his/her employment.

### **Section 3. Military Leave.**

Employees subject to Military Leave for annual training shall have such leave administered in accordance with State HR Policy 60.000.25. However, fifty-six (56) hour a week employees shall be granted one hundred and sixty (160) hours of paid Military leave.

### **Section 4. Forty (40) Hour Employees.**

Forty (40) hour employees shall receive Personal Business, Governor's, and Holiday leave pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion. A fifty-six (56) hour employee who moves into a forty (40) hour position will retain any remaining Holiday/Comp leave for use on holidays or as the employee wishes following proper requesting procedures. On January 1<sup>st</sup> of the year following appointment to the forty (40) hour position, the employee shall receive Personal Business, Governor's, and Holiday leave pursuant to State personnel policies for full-time classified, unrepresented employees.

### **Section 6. Kelly Days.**

- (A) Regular status (non-probationary) shall receive eight (8) shifts of Kelly Days in a bank, to be used in full shift increments each year.
- (B) A Kelly Day is a shift off without loss of salary and without use of other paid leave time.
- (C) Unused Kelly Days shall not carry over into the following calendar year and cannot be cashed out. When a Probationary Employee achieves regular status, a pro-rated number of days will be credited to their Kelly Day Bank. The pro-rated days will round up or down to whole shifts, based on the value of the proration, when the decimal value is equal to a greater than x.51 then an additional shift will be added, when it is less than x.51 then no additional shift shall be added, (where x is the whole number or zero).
- (D) The Fire Department will utilize the same process for scheduling Kelly Days as it uses for scheduling Personal Leave or Compensatory Holidays. Kelly Day shall not be used in lieu of sick leave. Overtime caused by the use of a Kelly Day may not be incurred unless approved in advance by management of the Fire Department.

*REV: 2015, 2017, 2021*

## **ARTICLE 14 - HOURS OF WORK**

### **Section 1. Work Shifts.**

All employees shall be scheduled to work on a regular work shift, which shall have regular starting and quitting times. Employees shall report to their assigned work locations ready to work at the start of their scheduled work shift.

### **Section 2. Work Schedules.**

Schedules showing employee shifts, work days and hours shall be provided and posted on the fire department bulletin boards. Except for emergency situations, changes in regular work schedule may be made as required by the Fire Department Chief or designee, provided the affected employee is given at least seven (7) days advance notice of the change.



**Section 3.**

Employees may, with the approval of the Fire Chief or the Shift Supervisor, exchange shifts, so long as the exchange does not interfere with the operation of the Department or result in overtime for either employee.

**Section 4. Twenty-four (24) hour employees.**

Personnel shall follow a fifty-six (56) hour schedule consisting of twenty-four (24) hours on, twenty-four (24) hours on, and ninety-six (96) hours off. This schedule is to be considered a forty-eight/ninety-six (48/96) schedule.

A "shift" is a twenty-four (24) hour period of time.

**Section 5. Forty (40) hour Employees.**

The work week for all other personnel in the bargaining unit will be a forty (40) hour work week, normally consisting of the Base recognized 5/4/9 schedule, unless the Fire Chief (or designee) authorizes an alternative work schedule. The work week is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. The parties recognize that certain assignments may require other work hours within the forty (40) hour work week. The employer shall notify employees and the Union of special hour requirements of any such assignment.

A forty (40) hour employee may apply in writing for an authorization to work an alternate work schedule (e.g. four/ten (4/10) hour days, four/nines and a four (4/9's and a 4)). The employee's application must show that the following criteria can still be met before his/her application can be approved.

- (A) That his/her requested alternate work schedule will not interfere with his/her ability and availability to perform the job;
- (B) That the operational needs of the Agency are met;
- (C) That the needs of the public are adequately serviced; and
- (D) That a forty (40) hour workweek is maintained.

If these criteria are met, the Agency may grant the employee an alternate work schedule.

*REV: 2017, 2021*

**ARTICLE 15 - COMPENSATION**

**Section 1. Compensation.**

The rate of pay for each position in the IAFF Local 3340 shall be in accordance with the rate established and provided for in Appendix "A", which is attached hereto and by reference incorporated into this Agreement.

**Section 2. Cost of Living and Step Increases.**

Effective December 1, 2021, all pay rates shall be increased by two and five tenths percent (2.5%).

Effective December 1, 2022 all pay rates shall be increased by three and one tenth percent (3.1%).

*REV: 2015, 2017, 2019, 2021*

**ARTICLE 16 - PERSONAL LEAVE**

**Section 1. Accrual.**

Employees shall be granted the following vacation/personal leave allowance based on continuous employment:

1 - 60 months .....	14 hours monthly
61 - 120 months .....	17 hours monthly
121 - 180 months .....	20 hours monthly
181 - 240 months .....	23 hours monthly
241 - 300 months.....	26 hours monthly
301 + months or more .....	28 hours monthly

**Section 2. Accumulation.**

Employees can accumulate a maximum of five-hundred four (504) hours. An employee whose annual accrual places him/her in excess of these limits will be notified to use the excess sixty (60) days before such time will be lost.

New hires shall not be eligible to use personal leave until the first of the month following their first ninety (90) days of employment.

Employees who separate state employment after the first of the month following their ninety (90) days of Agency service shall be paid upon separation for all accrued personal leave.

In conjunction with Employer policy, vacation time will be credited and debited monthly.

**Section 3. Vacation Pay.**

Pay for vacation days for all Association employees shall be the same as that which the employee would have received had he/she been in a working status.

**Section 4. Vacation/Comp Times.**

Personnel scheduled for vacation or comp time will not have their time canceled unless required by the Fire Chief for emergency needs.

**Section 5. Pay in Lieu of Vacation.**

Employees may in a federal fiscal year elect, in twelve (12) hour increments, in lieu of vacation time off, to receive compensation for up to sixty (60) hours for the fiscal year and is subject to management approval.

**Section 6. Forty (40) Hour Employees.**

**(A)** New Hires who are appointed to forty (40) hour positions shall accrue Vacation/Personal Leave time pursuant to State personnel policies for full-time classified, unrepresented employees.

- (B) Employees who transition from fifty-six (56) hour to forty (40) hour positions, shall accrue leave time pursuant to State personnel policies for full-time classified, unrepresented employees. If the employee's accrued leave balances exceed the maximum amount allowable under state policy at the time of transition, the employee will be cashed out, or if he/she chooses will be allowed immediate use of the excess leave. The employee will not accrue further leave until the employee is below the maximum amount allowed by State policy.

REV: 2017

## **ARTICLE 17 - WORKERS' COMPENSATION**

### **Section 1. Coverage.**

Employees covered by the provisions of this Agreement shall be insured under the provisions of the Oregon Workers' Compensation Act for injuries received while at work for the Employer.

## **ARTICLE 18 - HEALTH AND WELFARE**

### **Section 1.**

Notwithstanding any past practice to the contrary, an Employer contribution will be made for each employee who has a minimum of eighty (80) paid hours in the month and who is eligible for, and participates in, the flexible benefits program as administered by the Public Employees' Benefit Board (PEBB), unless otherwise required by law. Full-time for purposes of this Article is defined as paid time equal to the regular work hours in the month.

Contributions will be prorated for employees who have at least eighty (80) paid regular hours in a month and less than full-time hours, unless otherwise required by law. This proration shall be based upon the ratio of regular hours to full-time hours, rounded to the nearest full percent.

### **Section 2.**

An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month, unless otherwise required by law.

For Plan Years 2021, 2022 and 2023 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

### **Section 3.**

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2<sup>nd</sup>) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three and four tenths (3.4%), then the effective date of the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

REV: 2015, 2017, 2019, 2021

## **ARTICLE 19 – WORK OUT OF CLASSIFICATION**

### **Section 1.**

- (A) When the Agency assigns a bargaining unit employee duties that have all of the duties of the higher classification as reflected in the position's Position Description, the employee will be paid hour for hour at the rate of C5555-C5556 one dollar and seventy cents (\$1.70), C5556-C5557 one dollar and eight-five cents (\$1.85) per hour rounded up in fifteen (15) minute increments
- (B) **Move Up Assignments.** A Firefighter (C5555) will be allowed to move up one (1) level of classification.

*REV: 2015, 2017, 2021*

## **ARTICLE 20 - PROBATIONARY PERIOD**

### **Section 1. Purpose.**

- (A) The probationary period is an integral part of the employee selection process and provides the Employer the opportunity to upgrade and improve the quality of its service to citizens of the State of Oregon by observing a new employee's work, training new employees, assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
- (B) During the first (1<sup>st</sup>) ninety (90) days of a fifty-six (56) hour employee's probationary period, the Fire Chief or designee may modify the probationary employee's schedule to allow participation in the New Hire Academy or other training as the Fire Chief or designee deems necessary. During this timeframe, the employee's workweek may be reduced to a minimum of forty (40) hours with a maximum of fifty-six (56) hours. The employee will retain the full salary and benefits of a regular fifty-six (56) hour workweek. For purpose of this Section, a workweek is defined as Monday at 12:01 a.m. through Sunday at midnight. Employees serving a probationary period are entitled to overtime compensation if hours worked exceed fifty-six (56) during the modified work week.

### **Section 2. Length.**

Employees new to the bargaining unit will serve a twelve (12) calendar month probationary period. Employees promoted from within the bargaining unit will serve a six (6) calendar month probationary period. Any leave without pay that exceeds fifteen (15) consecutive calendar days shall extend the probationary period by that amount of time.

An employee who is not performing work at an acceptable level and who requires additional training or may have their probationary period extended in one (1) month intervals for up to three (3) additional calendar months.

### **Section 3. Termination.**

- (A) The IAFF Local 3340 recognizes the right of the Employer to terminate the employment of a new probationary employee for any reason and to exercise all rights not specifically modified by this Contract with respect to such employees. In the event an employee is promoted to a position from which he/she is subsequently demoted for failure to fulfill the probationary period, the Employer shall place said employee in his/her former classification.

- (B) If no vacancy exists in the employee's former classification, the employee will displace the least senior employee in the former classification. If the former classification is a C5556, the least senior employee in the C5556 classification will displace the least senior C5555.
- (C) An employee who competes in a competitive selection process for classification C5557, forty (40) hour employee that does not pass probation, shall be returned to their former classification. If no vacancy exists, the employee will displace the least senior employee in their former classification, the least senior employee in the classification of C5556 will displace the least senior employee in classification C5555.

**Section 4. Security Clearance.**

Where a new employee does not meet Guard security authorization standards, the Agency may, at its sole discretion, terminate the employee. Should the Agency elect to terminate the new employee for failure to meet security authorization standards, this action may not be grieved.

*REV: 2015, 2017, 2021*

**ARTICLE 21 - DISCIPLINARY ACTION AND DISCHARGE**

**Section 1. Disciplinary Action.**

Disciplinary action may be imposed by the Agency on any employee covered by this Agreement who fails to fulfill his/her responsibilities as a Kingsley Field Fire Department employee. Reasons for imposition of disciplinary action may be misconduct, insubordination, willful failure to perform regularly assigned tasks without cause, continuing inefficiency, continuing incompetence, abuse of sick leave, the willful giving of false information, the willful withholding of information in making application for employment or willful violation of departmental rules.

**Section 2. Investigation Meetings.**

Upon request of any employee who is called to an investigatory meeting or a meeting which may result in discipline being imposed upon the employee, the employee is entitled to request the presence of an IAFF 3340 Representative.

**Section 3. Forms of Discipline.**

The principles of progressive discipline shall be used when appropriate. An employee may only be disciplined for just cause. The Agency may consider the following forms of disciplinary action:

1. Written Reprimand.
2. Suspension or temporary reduction in pay
3. Demotion (when applicable)
4. Discharge.

An employee demoted, suspended/temporary reduction in pay shall receive written notice of the discipline in advance of said action and of the specific charges supporting the discipline. The Agency shall allow the disciplined employee a reasonable period of time to correct the reason that was the basis for the disciplinary action prior to the imposition of any subsequent progressive

disciplinary action described in this Section. The Agency shall not be required to administer disciplinary actions in progressive form in the event the employee's action is such as to endanger the safety of the public or his/her fellow employees.

#### **Section 4. Discharge.**

A new employee who has not completed the probationary period referred to in Section 1 of [Article 21](#) may be discharged without just cause. An employee who has successfully completed his/her probationary period may not be discharged except for just cause.

A written pre-dismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Military Department (AGP) designee at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative for the IAFF 3340 present. At the discretion of the Military Department, the employee may be suspended with pay or be allowed to continue work as specified within the pre-dismissal notice.

#### **Section 5. Right to Grieve.**

Any employee covered by this Agreement shall be entitled to submit a grievance pursuant to [Article 9](#), relevant to any disciplinary action which has been imposed on him. No employee shall be subject to any of the forms of disciplinary action set forth in this Article for exercising any rights under this Agreement, including but not limited to the submission of a grievance.

If the Agency has reason to discipline an employee it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

#### **Section 6.**

Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for three (3) consecutive shifts without authorized leave shall be deemed to have resigned unless prevented from notifying the Agency due to circumstances beyond their control.

REV: 2017

### **ARTICLE 22 - FILLING OF VACANCIES**

#### **Section 1. Fifty-Six (56) Hour Employees.**

A member of the IAFF Local 3340 shall be considered eligible to seek a promotional position if they possess the minimum qualifications outlined in the Agency's recruitment announcement for the position. An employee must have four (4) years at Kingsley Field Fire Department to qualify for classification C5556 and six (6) years at Kingsley Field Fire Department to qualify for classification C5557. If no qualified applicant applies, then the Agency may seek outside applicants. The parties agree that where such circumstances occur, the intent will be communicated to the Union membership. The intent is that where no applicant exists in-house, the Agency may seek outside applicants that meet qualifications. All applicants for position of C5556 or C5557 will follow the procedures set forth in Section 3.

## **Section 2. Forty (40) Hour Employees.**

- (A) A member of the IAFF Local 3340 shall be considered eligible to seek a promotional position if they possess the minimum qualifications outlined in the Agency's recruitment announcement for the position. If no qualified applicant applies, then the Agency may seek outside applicants. The Parties agree that where such circumstances occur, the intent will be communicated to the Union membership. The intent is that where no applicant exists in-house, the Agency may seek outside applicants that meet qualifications. All applicants will follow the procedures established by management which will include an assessment center. Under no condition shall an outside hire initially hired as a non-operational forty (40) hour employee be considered eligible as a candidate to fill a fifty-six (56) hour position without successfully competing as an external candidate.

An internal employee who wishes to be considered for a vacant position and who fails to apply during the internal recruitment period, must apply as an external candidate when the position is opened externally. Such candidate will be treated the same as an external candidate and will not be given hiring preference. An employee who competes as an external candidate cannot grieve the selection.

- (B) To be appointed to a twenty-four (24) hour classification C5556 or classification C5557 position, the incumbent must compete in a competitive selection process the same as other prospective applicants and must meet the minimum qualifications as set forth in the agency's job announcement for the vacant position.
- (C) The incumbent shall not have return rights to his/her former shift beyond six (6) months. After this period, to return to a twenty-hour (24) hour employee assignment, the incumbent may exercise rights as reference in A. above or by taking a voluntary demotion to fill an open Fire Fighter (C5555) position. If the employee takes a voluntary demotion, he/she will return to the Fire Fighter (C5555) pay scale in accordance with years of service or fill a Fire Fighter position in accordance with [Article 5](#), Sections 2 and 3 of the Parties' labor agreement.

## **Section 3. Procedure**

- (A) Eligible and interested employees may submit an application pursuant to the announcement. The announcement may require that the application be submitted using the on-line job application system or in hard copy to the Fire Chief or designee.
- (B) All examination material shall be selected by the Promotions Committee and shall be job related. The material shall be marked as test study materials and made available to bargaining unit members while on duty. At least two (2) copies of the materials shall be placed in a designated area and not removed from the premises. The Promotions Committee shall be comprised of IAFF Local 3340 representation selected by the IAFF Local 3340, and other representation as selected by the Fire Chief and the State Personnel Office (AGP). Further, the Committee shall have approval rights of any outside parties who have been chosen for involvement in the procedure.

- (C) Test administration and grading shall be done by the Promotions Committee in compliance with predetermined criteria in conjunction and with the assistance of the AGP.
- (D) Candidates successfully completing a promotional examination, but who are not promoted shall remain on the eligibility list for a period of one (1) year. Successful candidates who take the written exam and receive an acceptable score as determined by the Chief may take the oral examination.
- (E) Any vacancy existing shall be filled using the eligibility list within a reasonable time. This provision shall not apply to an Agency decision to restructure, provided that such decisions shall be subject to bargaining.
- (F) Seniority shall be a factor in promotional selection processes to the extent that with the most senior member with Kingsley Fire & Emergency Service shall be promoted in the event of a tie. For employees who share the same hire date, the Agency shall use the Union's hire/promotional seniority list, which is based upon individual scoring.
- (G) All facets of the examination shall be job related and shall be structured to include a clear and definable response.
- (H) Disputes rising over any Section or provision of this Article shall be resolved through the grievance procedure.
- (I) All time in classification or department time shall be understood as time in the Kingsley Field Fire Department for purposes of calculating seniority.
- (J) The Promotions Committee will construct the examination. The examination may consist of, but not be limited to, a Written Exam, Oral Exam, Practical Exercise, Peer Review, Oral Interview, Chief Interview; or a mutually agreed upon process by the Union and Agency.
- (K) The promotions Committee will consist of the Fire Chief or designee, one (1) Assistant Chief and two (2) additional Union members. The process will be vetted by the Oregon Military Departments (OMD) Human Resources office.

REV: 2015, 2017, 2021

## **ARTICLE 23 - TRAINING STANDARDS**

### **Section 1.**

The Employer shall continue to implement the 2002 Department of Defense certification requirements (NGR 5-1 36-8). Should the Master Cooperative Agreement (MCA) make future changes to certification requirements, the Employer will implement such changes upon thirty (30) calendar day's written notice to IAFF 3340 and will meet with IAFF 3340 upon request. If training is required, the Employer will provide the means for such training.

### **Section 2.**

Employees newly hired by the Agency who do not possess the required certification(s) beyond EMT-B and Firefighter I (FFI) will have twenty-four (24) calendar months to obtain the required



certification(s). Regular status employees who do not possess the required certification(s) will have twelve (12) calendar months to obtain the required certification.

## **ARTICLE 24 - DRUG AND ALCOHOL FREE WORKPLACE**

The Parties agree that they have a responsibility to provide an alcohol-free service environment and the employees with an alcohol-free workplace. The illegal use of controlled substances, as defined in the federal Controlled Substances Act (21 U.S.C. 821), by State employees is inconsistent with the special trust placed in such employees as servants of the public.

The purpose of these procedures is to ensure the safety of the public and of employees by taking measures to eliminate the illegal manufacture, transfer, use, distribution, dispensation, and/or possession of controlled substances on the job or in the workplace, including marijuana, cannabis, cannabis extract or synthetic cannabis that is otherwise unlawful to use under federal law.

### **Section 1. Prohibited Conduct.**

**(A)** An appointing authority shall take the following action against an employee who illegally manufactures, sells, transfers, uses or possesses controlled substances or marijuana, cannabis, cannabis extract or synthetic cannabis on the job or in the workplace or is convicted on criminal charges for using, manufacturing, selling, transferring, possessing or being impaired by illegal use of controlled substances or refuses to take or fails the test for illegal use of controlled substances. The Employer may do either or both:

1. Require the employee to enroll in and successfully complete a drug rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency, at no additional cost to the State, and sign a last chance agreement, as a condition of continued employment which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, they shall be immediately discharged; or
2. Impose, as a corrective measure to encourage an employee to seek rehabilitative assistance, disciplinary action up to and including discharge in accordance with the Collective Bargaining Agreement.
  - a. An employee who has tested positive for the presence of drugs which were originally legally obtained, but were abused by the employee, shall be referred to an employee assistance program or drug and alcohol counseling or treatment, unless the employee has previously tested positive for the use of drugs, or refuses to participate in the employee assistance program, counseling, or treatment, the employee shall not be disciplined. The employee may, however, be subjected to a last chance agreement as a condition of continued employment, which shall include a requirement that the employee submit to unannounced drug testing for a period of one (1) year following the completion of treatment. If the employee violates the terms of treatment or rehabilitation, or again tests positive during such period, s/he shall be immediately discharged.
  - b. Take other appropriate action.

- (B) Nothing shall prevent the Employer from imposing discipline for just cause for misconduct which occurs in conjunction with inappropriate alcohol or drug use.

**Section 2. Alcohol and Drug Tests.**

- (A) A manager may authorize a supervisor who has completed a training program concerning reasonable suspicion testing, to test any employee upon reasonable suspicion that the employee has engaged in or is under the influence of an illegal controlled substance, or alcohol based upon:

1. Supervisory personnel observing abnormal behavior, or impairment of physical or mental performance, or other physical evidence of impairment where such observation indicates that the employee is under the influence of an illegal controlled substance or alcohol; or any employee actually seeing the use of illegal controlled substances or alcohol in the workplace;
2. The opinion of a medical professional employed at the worksite that an employee is using an illegal controlled substance or alcohol;
3. The employee being directly involved in an incident that results in death of any person, injury to any person requiring professional medical treatment beyond first aid or damage to property along with the existence of circumstances that indicate employee impairment or an aircraft impoundment/mishap when the employee has interacted with such aircraft. Direct involvement in an incident refers to an employee whose order, action or failure to act is determined to be, or cannot be ruled out as a causative factor in the events leading to or causing the incident.

- (B) The following testing mechanisms shall be used for any alcohol/drug test performed on members of the Union:

1. All testing shall be conducted through an accredited SAMSHA toxicology lab/testing service using a 10-Panel test with the samples identified in such a fashion to insure that the identity of the tested employee is kept as confidential as possible. Urine screening tests shall be performed using SAMSHA's accepted immunoassay technology urine testing. No positive test results shall be reported to the Employer unless the procedures in Subsection 2. below also result in a positive test result, and no result shall be deemed to be positive unless the level of drug is above the confirmation test's limit of quantitation (LOQ).

2. Any positive results on the initial screening test shall be confirmed using SAMSHA's accepted technology of gas chromatography-mass spectrometry (GC/MS) or liquid chromatography-mass spectrometry (LCMS). Confirming cut-off levels will be at

least as sensitive as the initial screening tests. Despite a negative result, an employee may still be impaired, based on the criteria above.

- (C) The following procedures shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee shall be provided the opportunity to voluntarily list to the testing lab substances currently being used by the employee that may impact the test results such as medications or food products. The failure of an employee to accurately list all such substances may not be the basis for disciplinary action against the employee. This list, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms of this Article.
  2. A urine sample will be obtained from the employee. The sample will be collected in a manner that precludes alteration. The Employer shall not observe the act of urination but the sample's temperature will be recorded for evaluation of potential alteration.
  3. Immediately after the sample has been given, it will be divided into two (2) equal parts in the presence of both parties. Each of the two (2) portions of the sample will be separately sealed, labeled, and initialed by both parties, and stored in a secure and refrigerated atmosphere. If the samples cannot be analyzed within twenty-four (24) hours, they shall be frozen. One (1) of the samples will then be delivered to a SAMSHA certified lab.
  4. The sample will first be tested using the screening procedure set forth in this Article. If the sample tests are positive for any drug, the confirmatory test specified in this Article will be employed.
  5. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence. If at any time different procedures or tests are available to a SAMSHA certified lab which have greater reliability than the foregoing, the more reliable procedures or tests shall be used.
  6. An employee refusal to test may be utilized as evidence of impairment and/or constitute a basis for discipline.
  7. Any positive test result and/or adulteration issues will be verified by a Medical Review Officer (MRO) contracted through the vendor who will, among other things, review any extenuating circumstances.
- (D).** When the employer determines that an employee has a confirmed positive test result the employer will institute the following steps:
1. The Fire Chief or their designee will relieve the employee from duty.
  2. If an employee is relieved of duty under this Article, the employee will be required to utilize vacation or compensatory time for the remainder of his/her shift.
  3. The employee may be referred to the Employee Assistance Program (EAP). The EAP will conduct an assessment, make appropriate referrals and determine when the employee is ready for a return to duty test.

4. The employee must take and test negative on a return to duty test to return to active duty. The employee will be subject to follow-up testing as outlined by the EAP.

**Section 3. Employee Voluntary Use of Employee Assistance or Other Treatment Program.**

Employees with drug problems are encouraged to voluntarily seek assistance, on a confidential basis, through the Employee Assistance Program, drug rehabilitation or other available treatment program approved by a federal, state, or local health, law enforcement, or other appropriate agency.

- (A) The Fire Chief shall, upon employee request, grant sick or other accrued paid leave or, at the employee's option, unpaid leave, to participate in such assistance or rehabilitation treatment programs.
- (B) Upon return from such leave, an employee may be subject to drug testing for a period of one (1) year.

**Section 4. Medication.**

An employee who reports to work after using physician prescribed medication which has caused physiological or psychological effects negatively affecting job performance and safety shall advise the Fire Chief of the medication and its effects before commencing or continuing work.

**Section 5. Establishment of Drug-Free Awareness Program.**

The Employer shall establish a drug-free awareness program to inform employees of the: dangers of drug abuse, existence of and contents of the policy, the availability of drug counseling, rehabilitation, and employee assistance programs; and the consequences for actions covered by the policy.

*REV: 2015, 2017*

**ARTICLE 25 - SAVINGS CLAUSE**

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this contract remain in effect notwithstanding the invalidity of any part.

**ARTICLE 26 - ENTIRE AGREEMENT**

**Section 1. Modification.**

This Agreement shall be modified only in writing upon the written approval of both parties. Such modification, if any, shall become part of this Agreement on the agreed upon date.

**Section 2. Term of Agreement.**

This Agreement shall be in full force and effect upon signing, or the date it receives full acceptance by Parties, except where specifically stated otherwise in the Agreement, whichever is later, until June 30, 2025. The Parties shall meet to reopen this agreement on the first business day following February 1 of odd-numbered years, for the purpose of successor negotiations. The Parties agree

to open successor negotiations for the purpose of negotiating salaries/steps and benefits every two (2) years.

**Section 3. Successors.**

In the event of the discontinuance of the relationship between the parties during the term of this Agreement, and the employment of IAFF Local 3340 members by a successor employer, this Agreement shall be binding upon that successor to the extent required by law.

*REV: 2015, 2017, 2021*

**ARTICLE 27 – CLASSIFICATION C5557**

Classification C5557 may provide Letters of Expectation, Letters of Concern, and Performance Evaluations to members of the bargaining unit. LOE and LOC are not discipline, and cannot be grieved. Performance Evaluations may be reviewed and counter-signed by the Chief or Deputy Chief. The Parties agree that these duties do not remove the C5557 from the bargaining unit, based upon ORS 243.650.

*REV: 2015*

**ARTICLE 28 – PERSONNEL RECORDS**

**Section 1. Personnel Files.**

Only one (1) official personnel file will be maintained for each employee. The official personnel file is located in the Adjutant General Personnel Office. Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized Agency representative. The retention schedule shall comply with State Archivist's rules.

**Section 2. Supervisory Working Files.**

The Fire Chief, or designee, may maintain a Supervisory working file which may include notes pertaining to job performance. Within three (3) working days of an employee's request to their Fire Chief, or designee, the employee shall be allowed to inspect the Supervisory Working file. Examination of the file must occur in the presence of the Fire Chief, or designee. Employees shall not remove any material from their file. Upon request, employees shall be given a copy of their Supervisory working file dated and certified as complete. Upon request of the employee, adverse material shall be removed from their Supervisory working file after one (1) year, so long as no continued violations, warnings, or discipline have occurred within that time period that are directly related to such materials.

*REV: 2017*

## **LETTER OF AGREEMENT – ARTICLE 10 – STAFFING LEVELS**

Per [Article 10](#), Section 3, each shift will consist of one (1) C5557, two (2) C5556, and the remainder shall be C5555 bargaining unit members. In classification C5556 no one will be unilaterally downgraded from C5556 to C5555. This will be completed through attrition. This LOA will expire upon the attrition of three (3) C5556.

## **LETTER OF AGREEMENT – ARTICLE 10 – AMENDING SECTION 3**

This Agreement is made and entered into by and between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Military Department (Agency), and the International Association of Firefighters, Local 3340 Kingsley Firefighters Association (Association).

The purpose of this Agreement is to amend Article 10-Section 3, found in the State of Oregon/IAFF Kingsley Firefighters Association Inc. 2021-2023 Collective Bargaining Agreement , shall be amended:

The Parties agree to the following:

1. The Parties agree that Article 10 – Section 3 – Staffing Levels for fifty-six (56) hour employees, shall be amended:  
The Agency shall maintain the Reduced Level of Service (RLS) of six (6) bargaining unit employees during high operational hours (defined in a policy letter as agreed upon by the Parties). The Agency shall maintain the Reduced Level of Service (RLS) of seven (7) bargaining unit employees if water requirements for RLS are not met.
2. All other provisions of article 10 – Staffing Levels for fifty-six (56) hours employees, of the CBA, remain unchanged.

This Agreement becomes effective on the date of the last signature below and expires on June 30, 2022, unless the Parties agree in writing to extend its provisions.

## **LETTER OF AGREEMENT – ARTICLE 15 – COMPENSATION**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Military Department (Agency), and the International Association of Firefighters, Local 3340 Kingsley Firefighters Association (Association).

The State of Oregon is continuing the modernization effort of replacing its legacy systems, including the current payroll and time tracking systems. The Payroll and Time Tracking Replacement Project has identified July 1, 2022, as the projected “go-live” date of transitioning to the modernized system.

Therefore, the purpose of this Agreement is to create a statewide joint labor-management committee to explore the impact on employees of the transition to a new payroll system, including

but not limited to, moving FLSA non-exempt employees from salaried to hourly and moving to a semi-monthly or bi-weekly pay system.

### **LETTER OF AGREEMENT – ARTICLE 16 – PERSONAL LEAVE ADJUSTMENT**

The Parties agree to adjust the vacation leave banks of the employees listed in this Letter of Agreement on a one (1) time only basis effective October 1, 2017 as listed below.

The Parties agree that Skip Fuller will receive thirty (30) hours of vacation. John Duran will receive thirty-four (34) hours of vacation. Matt Chavarria will receive thirty (30) hours of vacation. Dan Johnson will receive one-hundred sixty (160) hours of vacation. Derrick Laughlin will receive one hundred twenty-six (126) hours of vacation. Kyle Tecmire will receive thirty-seven (37) hours of vacation. Jesse St. John will receive thirty-seven (37) hours of vacation. Matthew Gray will receive one hundred thirty-three (133) hours of vacation. Derek Sherrell will receive twenty (20) hours of vacation. Matt Knitter will receive one hundred seventy-one (171) hours of vacation. Robert McGregor will receive one hundred seventy-one (171) hours of vacation. Jeremy Wadkins will receive ninety-two (92) hours of vacation. Mike Hormann will receive thirty-four (34) hours of vacation.

The Parties agree that the members will be granted a cap overage for the amount of vacation time they have been given. Such cap will be extended for the duration of the Agreement.

The Parties agree that the members will be allowed to cash out up to fifty percent (50%) of their adjusted hours in fiscal year 2018 so long as the election to cash out is made and completed between October 1, 2017 through January 1, 2018.

The Parties agree that the members will be allowed to cash out up to fifty percent (50%) of their adjusted hours in fiscal year 2019 so long as the election to cash out is made and completed between October 1, 2018 through January 1, 2019.

### **LETTER OF AGREEMENT – ARTICLE 27 – WORKING TITLES**

This Agreement between the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Military Department and the IAFF Local 3340 located at Kingsley Field.

The Parties agree to the following:

1. The working title of classification C5556 will be Captain.
2. The working title of classification C5557 will be Assistant Chief of Operation(s), Assistant Chief of Prevention, and Assistant Chief of Training.

The working titles listed above are used as working titles only and do not alter the underlying classification. Compensation market surveys will be conducted on the classification and position description of the work performed and not the working title.

This Letter of Agreement will remain in effect through the term of this Agreement.

## **LETTER OF AGREEMENT – DEMAND TO BARGAINING SB 1049**

This Agreement between the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Military Department and the IAFF Local 3340, KFFA. The Parties agree to the following:

### **Section 1.**

The State has received a timely demand to bargain pertaining to SB 1049. The State and the Union agree to hold the demand to bargain in abeyance until thirty (30) days prior to full implementation unless otherwise agreed to by the Parties.

### **Section 2.**

The Parties agree that if the IAFF-PANG negotiated agreement includes additional provisions pertaining to Article 11 – Retirement, SB 1049 or other PERS related compensation, then such provisions shall be extended to the IAFF-KFFA unit with the same effective dates.

## **LETTER OF AGREEMENT – PAY EQUITY**

This Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) on behalf of the Oregon Military Department (Agency) and the IAFF Local 3340 Kingsley Firefighters Association (Union).

The purpose of this Agreement is to provide procedures to implement unscheduled pay equity adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning pay equity reviewed.

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with CHRO approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon law [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by:
  - a. Periodic statewide equal pay analysis processes;
  - b. Employee request, and,
  - c. Agency identified inequity.

The Parties agree to the following: The Employer shall discuss their findings with the Union and provide the Union the opportunity to provide insight on pay equity for new hires. Pay equity will be completed for new hires once the twenty-four (24) month position description requirement have been completed as outlined by Classification and Compensation C5555 by the State or Oregon.

2. Application to Returning Employees (including but not limited to reemployment and return from layoff): An Agency Head or designee may offer a greater rate of pay than prescribed in the applicable labor agreement when the Agency identifies a pay



inequity between employees in the same classification who perform work of a comparable character.

3. If an Agency plans to grant an unscheduled salary step increase to an employee(s), the Agency shall first forward the recommendation to CHRO, Classification and Compensation for review and analysis. The CHRO shall approve or disapprove the recommendation and shall provide a written response back to the Agency. If approved, the Agency may take action to implement the pay equity adjustment.
  4. An employee may request a pay equity review by submitting a written request to the Agency Human Resource department. The Agency Human Resource department shall review the merits of the request based on the relevant factors and issue a decision within sixty (60) days, unless otherwise mutually agreed to in writing.
  5. Pay equity adjustments are generally effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation, whichever is earlier.
  6. In the event an employee receives an unscheduled salary step adjustment for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.
  7. Agencies shall retain all documents pertaining to decisions involving pay equity.
  8. If the employee meets with the Agency or Employer, the employee may request and obtain Union representation.
9. Appeal Procedure – Agency-Level Pay Equity Decisions
- a. If an employee wishes to appeal an Agency's pay equity decision, the employee, or Union on the employee's behalf, shall submit a completed Pay Equity Appeal Form to the Agency Head (or designee) within fifteen (15) days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
  - b. If the employee disagrees with the Agency's decision, the employee, or the Union on the employee's behalf, may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) fifteen (15) calendar days of receipt of the Agency's decision. The employee, or the Union on the employee's behalf, shall forward all written documents as part of the appeal. The employee shall identify what factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
  - c. Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries

(BOLI) in accordance with BOLI's administrative rules or pursue other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.

- d. For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
- e. The Employer and Union may agree to extensions of time in this Agreement upon mutual agreement in writing.

**10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions**

- a. An employee, or the Union on behalf of an employee, may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
- b. An appeal of the Employer's equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to [CHRO.CNC@das.oregon.gov](mailto:CHRO.CNC@das.oregon.gov) no later than 11:59 PM, PST on February 28, 2019. The employer shall make a good faith effort to respond with a decision regarding the employee's appeal no later than June 30, 2019. Upon notice to the Union, the Employer may extend the June 30, 2019 deadline.
- c. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this Section.
- d. Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2019.
- e. To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive branch agency as of December 31, 2017 and completed the equal pay analysis survey administered in calendar year 2018. Employees who do not meet these eligibility requirements may pursue an appeal through Section 7 of this Agreement.
- f. Employees at the top step of the salary range assigned to their job classification on or before January 1, 2019 are not eligible to file an appeal.
- g. The Employer shall notify an employee of the outcome of the employee's appeal.
- h. If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Pay equity appeals are not subject to arbitration.

- i. For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.

11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2023.

### **LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS PAY**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Military Department (Agency), and the International Association of Firefighters – Kingsley Firefighters Association (Association).

The Parties agree to the following:

When a situation exists, that would otherwise allow state employees to access Inclement Weather/Hazardous Conditions Leave, but if an employee is required to report to work in person, the employee shall be paid a differential of one dollar (\$1.00) per hour for actual hours worked.

Staff working at agencies with 24/7 operations that are not curtailed shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay benefits when any state agency offices are closed or are closed to the public due to inclement weather/hazardous conditions within the county of their worksite.

For 24/7 operations, if inclement weather occurs on a weekend (and would normally result in a closure of a state agency office in the county of their worksite during Monday through Friday), staff shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay.

### **LETTER OF AGREEMENT – NATURAL DISASTER LEAVE**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Military Department (Agency), and the International Association of Firefighters – Kingsley Firefighters Association (Union).

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

We recognize that state of Oregon employees provide essential services and benefits to Oregonians every day. Their work is often the last or only option for support when Oregonians are faced with an emergency.

1. An employee who, due to a natural disaster, has:
  - a. lost their home (primary residence);
  - b. lost use of their primary residence (deemed uninhabitable); or
  - c. lost access to their primary residence;shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

This Letter of Agreement will sunset on June 30, 2023, unless extended by mutual agreement.

### **LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Military Department of Corrections (Agency), and the International Association of Firefighters – Kingsley Firefighters Association IAFF - (Union).

In recognition of employees who were asked to take greater personal risks during the COVID-19 pandemic by being required to show up to work in person while some employees were able to work remotely, the Parties agree to the following:

Employees designated as frontline workers between March 2020, and June 2021, will receive a one-time payment based on the following criteria:

- 1) Frontline worker definition: A frontline worker is someone who has a job that puts the individual at higher risk for contracting COVID-19 because of:
  - Regular close contact with others outside of their household (less than six feet); and
  - Routine (more than 15 minutes per person(s)) close contact with others outside of their household; and
  - They cannot perform their job duties from home or another setting that limits the close or routine contact with others outside of their household.
- 2) Payments will be made as follows:
  - a. Frontline workers who worked between four hundred and eighty (480) non-telecommuting hours to one thousand and thirty-nine (1039) non-telecommuting hours will receive a one-time payment of one thousand fifty dollars (\$1050). Regular hours count towards the non-telecommuting hours.
  - b. Frontline workers who worked one thousand forty (1040) non-telecommuting hours or more will receive a one-time payment of one thousand five hundred fifty dollars (\$1550). Regular hours count towards the non-telecommuting hours.
  - c. In addition to qualifying for one (1) of the above two (2) payments, recognition will be provided to frontline workers who worked two hundred (200) or more overtime hours during this period with an additional one-time payment of five hundred seventy-five dollars (\$575).
- 3) Payments issued through this Letter of Agreement will be considered wages for tax purposes and are PERS subject.

## **APPENDIX "A"**

Employees who possess a paramedic certification shall not be assigned additional duties related to their certification. Shift assignments will not be based on an employee's paramedic certification.

## APPENDIX B – SALARY SCHEDULE

SALARY SCHEDULES AS OF JULY 1, 2021									
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
21	AP	5355	5768	6191	6481	6788	7108	7447	7802
24	AP	7069	7403	7754	8123	8509			
27	AP	7993	8371	8765	9183	9621			
SALARY SCHEDULES AS OF DECEMBER 1, 2021									
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
21	AP	5489	5912	6346	6643	6958	7286	7633	7997
24	AP	7246	7588	7948	8326	8722			
27	AP	8193	8580	8984	9413	9862			
SALARY SCHEDULES AS OF DECEMBER 1, 2022									
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
21	AP	5659	6095	6543	6849	7174	7512	7870	8245
24	AP	7471	7823	8194	8584	8992			
27	AP	8447	8846	9263	9705	10168			

### PAY SCHEDULE

CLASSIFICATION TITLE	SALARY RANGE
Firefighter	21
Lieutenant	24
Captain	27

The Fire Inspector and Training Officer are forty (40) hour employees, classified as C5557. Forty (40) hour employees shall not count toward minimum staffing.

International Association of Fire Fighters  
Local 3340 Kingsley Fire Fighters Association

**APPENDIX "B"**  
**OFFICIAL GRIEVANCE FORM**

Name of Grievant(s): \_\_\_\_\_ Classification: \_\_\_\_\_

Shift Assignment: \_\_\_\_\_

Statement of Grievance: (Please answer the following questions):

What Happened? (Describe the event that gave rise to the grievance): \_\_\_\_\_

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When Did the Event Occur? (Give dates and time): \_\_\_\_\_

Where Did It Occur? (Give specific location): \_\_\_\_\_

Who Were Witnesses To the Event? (Give names): \_\_\_\_\_

What Article(s) in the Agreement Were Violated?: \_\_\_\_\_

Why Do You Believe There is a Violation of the Agreement?: \_\_\_\_\_

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What is the Adjustment Requested?: \_\_\_\_\_

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Union Representative: \_\_\_\_\_ Phone (w): \_\_\_\_\_

Employee: \_\_\_\_\_

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

Date Received by Agency Management: \_\_\_\_\_

## SIGNATURE PAGE


Signed this 3rd day of November, 2021.

FOR STATE OF OREGON



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Katy Coba  
Director  
Department of Administrative Services



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Madilyn Zike  
Chief Human Resources Officer  
DAS Chief Human Resource Office



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Major General Michael E. Stencel  
The Adjutant General  
Oregon Military Department

David G. Digitally signed by David  
Guzman G. Guzman  
Date: 2021.11.09  
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David G. Guzman  
State Labor Relations Manager  
DAS CHRO, Labor Relations Unit

FOR IAFF LOCAL 3340

CHAVARRIA.MATT Digitally signed by  
HEW.DARREN.122 CHAVARRIA.MATTHEW.DARRRE  
3764804 N.1223754904  
Date: 2021.11.07 18:21:53 -08'00'

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Matt Chavarria, Association President

BARNES.RYAN.MIC Digitally signed by  
HAEL.1265177642 BARNES.RYAN.MICHAEL.12651  
77942  
Date: 2021.11.04 20:33:27 -07'00'

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Ryan Barnes, Association Vice President





**Department of Administrative Services  
Chief Human Resources Office  
Labor Relations Unit  
155 Cottage Street NE  
Salem, OR 97301-3971  
(503) 378-2616  
[LRU@das.oregon.gov](mailto:LRU@das.oregon.gov)**

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

**Electronic version of the Agreement located at:**  
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>