

**2015-2019**

AGREEMENT

BETWEEN

THE

STATE OF OREGON

DEPARTMENT OF  
ADMINISTRATIVE SERVICES

AND THE

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

FOR THE

**PORTLAND AIR NATIONAL GUARD FIREFIGHTERS**

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## **PREAMBLE**

This agreement is entered into by and between the State of Oregon, hereinafter referred to as the "Employer", on behalf of the Military Department, hereinafter referred to as the "Agency" and the International Association of Firefighters, Local 1660, hereinafter referred to as the "Union" and is the full and complete agreement between the parties.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, air craft crash/rescue technicians and officers, excluding all military personnel and all part-time, temporary, casual, management and confidential employees. Where the changes in the mission of the Agency impact the bargaining unit, the parties agree to meet and discuss the impact of those changes.

## **ARTICLE 2 - NON-DISCRIMINATION**

The Employer and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, mental or physical handicap, sex, age, or political or Union affiliation. Any references to gender in the agreement include both genders. Claims for violations of this article would not be subject to the grievance and arbitration process, but an employee may make claims with the Oregon Bureau of Labor and Industry (BOLI) or the US EEOC.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this agreement, the Employer/ Agency retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the fire department. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer/Agency shall include the following:

- a) To direct and supervise all operations, functions and policies of the division in which the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and the right to purchase, dispose of and assign equipment and supplies;

- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality or work, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

## **ARTICLE 4 - STRIKES**

### Section 1. No Strike.

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the State during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment and to maintain the continuity of essential services, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the State against any employee or employees engaged in a violation of this Article.

### Section 2. Union Obligation.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

### Section 3. Lockout.

There will be no lockout of employees in the unit by the State during the term of this Agreement.

## **ARTICLE 5 - GENERAL PROVISIONS**

### Section 1. Seniority Definition.

Seniority shall mean a permanent employee's length of continuous service with the Employer from the last date of hire. A new employee who has not successfully 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 Portland Air National Guard Fire Department.

### Section 3. 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. 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) Staffing: The department will make every effort to ensure at least four (4) members of the bargaining unit are on shift at all times.

### Section 4. 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 5. Probationary Period.

Every employee hired into the bargaining unit shall serve a probationary period of twelve (12) months. The Union recognizes the right of the State to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

### Section 6. Dues Checkoff.

The State agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments from each paycheck and remit, as directed by the Union once each month from employees who have authorized such deductions in writing.

### Section 7. Security Clearance.

When an employee does not meet Guard security authorization standards, the Employer may, at its sole discretion, terminate the employee. Should the Employer elect to terminate the employee for failure to meet security authorization standards, this action may not be grieved.

Section 8. Fair Share.

The Employer and the Union agree that a "Fair Share" agreement, in accordance with ORS 243.666, exists for all members of the bargaining unit and includes all new employees after thirty (30) days of employment.

Section 9. Uniforms.

The Agency shall provide all articles of uniform or safety equipment that the Agency determines to be required.

**ARTICLE 6 - PERSONNEL RECORDS**

Section 1. Files.

Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized Agency representative.

Section 2. Signature Requirement.

No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file with the understanding their signature does not indicate agreement.

Section 3. File Purging.

Upon request of the employee, disciplinary actions shall be removed from their personnel file after three (3) years, so long as no warnings or discipline occur within that time period.

**ARTICLE 7 - LEAVE OF ABSENCE**

Section 1. Without Pay.

The Agency will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The Agency may terminate or cancel such leave by ten (10) days written notice, mailed to the address given by the employee on his/her written application for such leave, in the event of an emergency which requires the employee to return to work. Such leave shall not be approved for the purpose of accepting employment outside the service of the Agency; and the notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the Agency as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position.

Employees on leave without pay, for any reason, shall not accrue any benefits unless otherwise specified in this Agreement.

Section 2. Witness or Jury Duty.

Employees shall suffer no loss of pay as a result of a requirement to serve on a jury or in the event they are subpoenaed to be a witness in a matter resulting from their official duties with the State. If the employee is released from jury duty early, they will return to work.

In the event an employee is subpoenaed for something other than that described herein, the Agency will allow time off without pay if the employee has no accrued leave or the employee will use vacation or comp time.

Section 3. Pregnancy or Parental Leave.

The Agency shall allow parental leave or Family Medical Leave (FMLA) in accordance with state and/or federal statute.

Section 4. Military Leave.

Military leave shall be granted in accordance with state and federal statutes. Each employee is granted one hundred twenty (120) hours of paid military leave per federal fiscal year. To qualify for military leave, the employee must present military orders that specify "annual active duty training."

**ARTICLE 8 - UNION BUSINESS**

Section 1. Representatives.

The Union will notify the Fire Chief, in writing, of the names of its representatives.

Section 2. Visits.

Union representatives, other than Agency employees, upon notification to the Fire Chief or his designee, may visit with employees during breaks, meal periods or after normal working hours - employee representatives are not required to provide notification. Visits outside of those allowed for above, may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the workflow.

Section 3. Internal Business.

The internal business of the Union shall only be conducted outside normal working hours.

Section 4. Bulletin Boards.

Bulletin board space will be provided the Union for the posting of meeting notices and other information of interest to its members.

## **ARTICLE 9 - 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. Personnel shall continue to work a fifty-six (56) hour schedule consisting of twenty-four (24) hour shifts. The cycle shall consist of twenty-four (24) hours on, forty-eight (48) hours off.

### Section 2. Work Schedules.

Schedules showing employee shifts, workdays and hours shall be posted on the fire department bulletin boards. Except for emergency situations, changes in regular work schedules may be made as required by the Fire Department Chief or designee, provided the affected employee is given at least forty-eight (48) hours advance notice of the change.

### Section 3. Overtime Rate.

The straight time 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 216 hours for their twenty-seven (27) day FLSA work period, but does not include the premium pay for the hours worked in excess of 204 hours for that same period. Overtime shall be paid monthly along with the regular pay schedule.

### Section 4. Qualifying Overtime.

- a) All shift personnel will be paid overtime on the basis of a schedule consisting of a twenty-seven (27) day period FLSA work period. All time worked in addition to an employee's regularly scheduled shift shall be paid at time and one-half (1 1/2) of the straight-time hourly rate. Sick leave used shall not count towards hours worked.
  
- b) Where the employer offers and the employee accepts compensatory time in lieu of compensation for unscheduled overtime worked, the employee may accrue up to 192 hours (8 shifts) of compensatory time earned.

### Section 5. Kelly Days.

- a) Effective October 1, 2016, each regular Status (Non-Trial Service) Employee shall receive two (2) shifts of Kelly Days in a bank, to be used in full shift increments by December 31, 2016.
  
- b) Effective January 1, 2017 and January 1, 2018, each Regular Status (Non-Trial Service) Employee shall receive eight (8) shifts of Kelly Days in a

bank, to be used in full shift increments by the December 31 following receipt.

- c) Effective January 1, 2019, due to the expiration of the collective bargaining agreement's expiration scheduled to be June 30, 2019, each Regular Status (Non-Trial Service) Employee shall receive four (4) shifts of Kelly Days in a bank to be used by June 30, 2019. Other additional Kelly Days following June 30, 2019, will be subject to successor bargaining.
- d) A Kelly Day is a shift off without loss of salary and without use of other paid leave time. When a Trial Service Employee achieves Regular status, a pro-rated number of days will be credited to his/her Kelly Day Bank. The pro-rated days will round up or down to whole shifts, based on the value of the pro-ration. When the decimal value is equal to a greater than X.51 then an additional shift shall be added, when it is less than X.51 then no additional shift shall be added (where X is the whole number or Zero).
- e) Unused Kelly Days shall not carry over in to the following calendar year. They may not be cashed out, at any time, including separation of service.
- f) The Fire Department will utilize the same process for scheduling Kelly Days as it uses for scheduling Personal Leave or Compensatory Holidays. Overtime caused by the use of a Kelly Day may not be incurred unless approved in advance by management of the Fire Department.

## **ARTICLE 10 - WAGES**

### Section 1. Salary Adjustment.

Employees will receive a two percent (2%) salary selective increase effective January 1, 2018 payable on the February 1, 2018 paycheck.

Employees will receive a Cost of Living Adjustment of one percent (1%) effective June 15, 2018, payable on the July 1, 2018 paycheck.

Effective October 1, 2018 (November 1, 2018) paycheck): Salary ranges shall be selectively increased by two-point-seven percent (2.7%).

### Section 2. Incentive Pay

Eligible Union employees shall receive incentive pay monthly as follows:

- a) Haz-Mat Technician \$100.00
- b) Emergency Medical Technician \$50.00

Section 2 shall become void effective January 1, 2018, and the Incentive Pay amounts shall not be paid beginning with the February 1, 2018 paycheck.

## Wage Table:

FIREFIGHTER												
REPR	CLASS	PAY_OP T	RNG_OPT	SALARY RANGE	1	2	3	4	5	6	7	EFFECTIVE DATE
IP	C5555	A	A	21	4654	5012	5381	5633	5898	6177	6471	12/1/2016
IP	C5555	A	A	21	4747	5112	5489	5746	6016	6301	6600	1/1/18 - 2% Selective
IP	C5555	A	A	21	4794	5163	5544	5803	6076	6364	6666	6/15/18 - 1% Cola
IP	C5555	A	A	21	4923	5302	5694	5960	6240	6536	6846	10/1/18 - 2.7% Selective
IP	C5555	A	A	21	4923	5302	5694	5960	6240	6536	6846	2/1/19 - NON PERS Participating Members
IP	C5555	A	P	21	5265	5670	6090	6374	6674	6990	7322	2/1/19 - 6.95% PERS Participating Member
LIEUTENANT												
REPR	CLASS	PAY_OP T	RNG_OPT	SALARY RANGE	1	2	3	4	5	6	7	EFFECTIVE DATE
IP	C5556	A	A	24	6143	6434	6739	7059	0	0	0	12/1/2016
IP	C5556	A	A	24	6266	6563	6874	7200	0	0	0	1/1/18 - 2% Selective
IP	C5556	A	A	24	6329	6629	6943	7272	0	0	0	6/15/18 - 1% Cola
IP	C5556	A	A	24	6500	6808	7130	7468	0	0	0	10/1/18 - 2.7% Selective
IP	C5556	A	A	24	6500	6808	7130	7468	0	0	0	2/1/19 - NON PERS Participating Members
IP	C5556	A	P	24	6952	7281	7626	7987	0	0	0	2/1/19 - 6.95% PERS Participating Member
CAPTAIN												
REPR	CLASS	PAY_OP T	RNG_OPT	SALARY RANGE	1	2	3	4	5	6	7	EFFECTIVE DATE
IP	C5557	A	A	27	6630	6946	7275	7620	7983	0	0	12/1/2016
IP	C5557	A	A	27	6763	7085	7421	7772	8143	0	0	1/1/18 - 2% Selective
IP	C5557	A	A	27	6831	7156	7495	7850	8224	0	0	6/15/18 - 1% Cola
IP	C5557	A	A	27	7015	7349	7697	8062	8446	0	0	10/1/18 - 2.7% Selective
IP	C5557	A	A	27	7015	7349	7697	8062	8446	0	0	2/1/19 - NON PERS Participating Members
IP	C5557	A	P	27	7503	7860	8232	8622	9033	0	0	2/1/19 - 6.95% PERS Participating Member

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## ARTICLE 11 - 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 2017, 2018 and 2019 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 a 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%).

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## **ARTICLE 12 - RETIREMENT**

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

For purposes of this Section 1, 'employee' means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS 238 for service with the State pursuant to section 2 of chapter 733, Oregon Laws 2003.

#### **Retirement Contributions.**

On behalf of employees, the State will continue to 'pick up' the six percent (6%) employee contribution payable pursuant to law. Effective February 1, 2019, compensation plan salary rates for PERS participating members shall be increased by six and nine five one hundredths percent (6.95%) to be paid in addition to the cost of living adjustment described in Article 10. At that time, bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pre tax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

### **Section 2. Oregon Public Service Retirement Plan Pension Program Members.**

For purposes of section 2, 'employee' means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS chapter 238 for service with the State pursuant to section 2 of chapter 733, Oregon Laws 2003.

**Contributions to Individual Account Programs.** Effective February 1, 2019, compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time, bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pre tax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

### **Section 3. 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-four (24) 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*

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

### **Section 1. Disciplinary Action.**

Disciplinary action may be imposed by the Employer on any employee covered by this Agreement who fails to fulfill his/her responsibilities as a 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. Forms of Discipline.**

The principles of progressive discipline shall be used. An employee may only be disciplined for just cause. The Employer may take the following forms of disciplinary action:

- a) Written Reprimand.
- b) Reduction in Pay Grade.
- c) Temporary Reduction in Pay
- d) Suspension.
- e) Discharge.

An employee demoted/suspended shall receive written notice of the discipline in advance of said action and of the specific charges supporting the discipline. The Employer 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 Employer 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 3. Discharge.

A new employee who has not completed their probationary period may be discharged without just cause. An employee who has successfully completed his/her probationary period may not be discharged except for just cause. Discharge of a regular status employee may be appealed by the Union to binding arbitration following the conclusion of the 3<sup>rd</sup> step of the process described in Article 14 – Grievance Procedure.

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 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 predissmissal notice.

### Section 4. Right to Grieve.

Any employee covered by this Agreement shall be entitled to submit a grievance pursuant to Article 14 - Grievance Procedure, 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 Employer 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 5.

Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Employer. 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 Employer due to circumstances beyond their control.

### Section 6. Probationary Employee.

This Article shall not apply to any employee on probation as defined in Article 5 - General Provisions, Section 5, Probationary Period.

### Section 7. Imposition.

If the Agency has reason to discipline an employee, s/he shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

### Section 8. Due Process.

In the event the Agency believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified, in writing, of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Union representation at the informal hearing.

### Section 9. Just Cause Standards.

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly.
- c) The Agency must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

## **ARTICLE 14 - 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 Union 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 include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

For the purposes of this Article, a business day is defined as Monday through Friday; Saturdays, Sundays and the Employer's recognized holidays excluded. Time limits referenced herein may be extended by mutual agreement of the parties.

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

#### **Step 1. Fire Department.**

The affected employee, or the Union 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 an official statement of grievance, Portland Air National Guard management will issue a written response.

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

In the event the grievance is not resolved at Step 1, the Union 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. If either Party requests a meeting at Step 2, then a meeting will be arranged by mutual agreement. The Military Department will provide a formal written response within fifteen (15)

calendar days of receipt of the Union's request for review and response, or after a meeting held as a Step 2.

Step 3. Department of Administrative Services.

If the grievance remains unresolved, the Union may file the grievance with the Department of Administrative Services, Labor Relations Division within fifteen (15) calendar days after the response was due for review and response. Arrangements for a Step 3 meeting shall be mutually agreed upon. The Labor Relations Division will provide a formal written response within fifteen (15) calendar days of the Step 3 meeting. In the event the Step 3 response is acceptable to the Union, 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. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services, Labor Relations Division 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 15 – PAID LEAVES**

Section 1. Vacation/Personal Leave Accrual.

Employees shall be granted the following vacation 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+ months or more	....	26 hours monthly

Section 2. Vacation Accumulation.

Employees may not maintain a vacation balance greater than twice their annual accrual.

In conjunction with Employer policy, vacation time will be credited and debited monthly. New employees shall have vacation and holiday accrual credited on a pro-rata basis, based on their date of hire. For purposes of determining the pro-ration, the parties agree that accruals will be on a calendar basis.

Section 3. Vacation Scheduling.

Vacations will be scheduled by seniority, subject to operating requirements of the agency.

Section 4. New Hires.

New hires shall not be eligible for vacation leave during their first six (6) months of employment, unless approved by the Fire Chief.

### Section 5. Holiday Leave.

Full time employees shall receive six (6) shifts off per year in lieu of holidays. Holiday Leave shall be credited to employees at the start of each calendar year. Employees hired after the start of the calendar year shall have their Holiday Leave prorated. These shifts shall be used per Article 15, Section 3 - Scheduling, except that leave may only be used in full shift increments.

### Section 6. Pay in Lieu of Vacation.

Employees may in any 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 year and is subject to management approval.

### Section 7. Military Leave Usage.

Employees using military leave in conjunction with DAS Policy 60.000.25 may use it in 8-12 hour increments with written orders for the purpose of leave for annual training or in lieu of annual training.

## **ARTICLE 16 - 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 and as otherwise provided in this Agreement.

Sick leave shall accrue at a rate of six (6) shifts per full calendar year. Leave shall be credited monthly at the rate of twelve (12) hours per month. 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.

Sick leave pay shall be the only pay available to those on sick leave, but shall not affect the accrual of other benefits. Sick leave shall not accrue during a leave of absence without pay.

### Section 2. Utilization.

Sick leave shall only be used in the event an employee feels, in good faith, that he/she is unable to perform his/her regular duties.

### Section 3. Notification of Sickness.

Employees shall make every effort to notify the on-duty Senior Fire Officer (SFO) of the employee's sickness at least forty-five (45) minutes prior to the employee's regular starting time. Sick leave with pay will not be allowed unless proper notification has been

given except where such notification was not possible for a valid reason. The Agency may require written doctor's certification verifying any use of sick leave when the Employer believes sick leave usage is being abused or for extended usage of more than three (3) shifts.

#### Section 4. Funeral.

Employees shall be authorized the use of sick leave in the event of the death or illness of any member of the employee's immediate family. Sick leave taken may be for up to three 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.

#### Section 5. Family Medical Leave.

An employee who is determined to be on qualifying family medical leave consistent with the provisions of the Family Medical Leave Act may elect to use vacation, sick, personal business or comp time leaves. Prior to the granting of Leave Without Pay, all leaves shall be exhausted.

#### Section 6. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick 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 paragraph d below, to a co-worker in that Agency. For 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 employees of the Agency.
- b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- c) Use of donated leave shall be consistent with those provisions found under this Article.
- d) 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 illness or injury will continue for thirty (30) days or a period of time agreed to by the Appointing Authority following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.

- e) 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 ten (10)-working days of a request for an updated certificate.
- f) Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions pursuant to Article 11 for which the recipient is eligible to receive as a result of their use of donated hardship leave.
- g) Accumulated leave includes, but is not limited to, Article 15 – Paid Leave, Article 16 – Sick Leave, and compensatory leave accruals.
- h) Employees otherwise eligible for or receiving Workers' Compensation, or on parental leave will not be considered eligible to receive donations under this Agreement.

Section 7. Coordination With Short Term Disability Insurance.

An employee may, at their option, be placed on leave without pay and maintain a balance of no more than seventy-two (72) hours of sick leave while receiving short term disability insurance benefits provided through Public Employees' Benefit Board.

**ARTICLE 17 - LAY-OFFS**

Section 1.

A layoff is defined as a separation from service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 2.

The layoff procedure shall occur in the following manner:

- a) Employees shall be selected for layoff in reverse order of seniority within the classification. The Employer shall recommend, with final approval from the Governor's office, who shall determine the number of positions to be eliminated by classification and employees in those positions shall be notified of layoff. The Employer shall notify, in writing, all affected employees of their Seniority Date and Contractual bumping rights. The Employer shall notify the Union in writing of the Seniority Date of all employees in all affected classifications. The Union shall also post a copy of the Seniority Date of all affected positions on the bulletin board.

- b) Temporary employees working in the classification in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- c) An initial probationary period employee can not displace any regular status employee.
- d) An Employee(s) on notice of layoff shall have the right to bump less senior employees in lower classifications in which they have previously served, have satisfactorily completed the probationary period, and can satisfy the current requirements for the position to be selected.

If the employee is already the least senior in his/her classification, then the employee will be placed into an available vacant position or (if there is no vacancy) displace (bump) the employee in the fire department with the lowest Seniority Date in a classification in which the employee previously held regular status, including any predecessor classifications for which he/she is qualified. An employee may choose to be voluntarily laid off rather than bump another employee. When there are no available vacancies to bump into, nor any employees to be bumped, the employee will be laid off.

- e) To be qualified for placement under Section 2(D), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within thirty (30) days. An employee who is seeking to bump another employee has no right to a probationary period of any duration in the position into which the employee is attempting to bump. Further, the thirty (30) day time period is for the purpose of orienting an employee to the position, not training the employee to perform the work. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest Seniority Date position, the employee will be laid off.
- f) When exercising an option under Section 2(D) an employee shall only be eligible to displace another employee with lower Seniority Date.

### Section 3.

Computation of Seniority Date for regular status employees shall be made as specified in Article 5 of the Collective Bargaining Agreement.

### Section 4.

Any probationary employee who is laid off or voluntarily demoted in lieu of layoff shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration to the list shall be for one (1) year.

### Section 5. Layoff List.

Names of regular status employees of the department who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on the appropriate layoff lists in Seniority Date order established by the classification from which the employee was laid off or demoted in lieu of layoff. Available positions shall be offered to qualified employees on the recall list in order of seniority prior to being filled from other sources.

The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list, five (5) years in the case of employees having ten (10) years of continuous service at the time of layoff.

### Section 6. Recall.

Employees who are on the Employer layoff list shall be recalled in Seniority Date order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) days. An employee who is seeking recall has no right to a probationary period of any duration in the position into which the employee is attempting to return. Further, the thirty (30) day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Employer prior to being recalled to the position.

If an employee on a layoff list is offered a position and refuses to accept the position, the employee's name will be removed from the layoff list.

If a temporary appointment is necessary and is expected to last longer than forty-five (45) days and there is a layoff list for that classification, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

### Section 7.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons beyond the Employer's control which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay.

Section 8.

There shall be no cross bumping between management service, unrepresented service, or among other bargaining units.

Section 9.

When the Employer declares that a lack of funds will require a layoff, the Employer Representatives agree to meet with the Union to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary leaves of absence without pay; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer.

**ARTICLE 18 - TRADE TIME**

The State will allow employees to trade work time for each other so long as:

- a) It does not result in any additional financial burden to the Agency.
- b) The person working the trade time is qualified to perform the duties of the position.
- c) The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to his position.

**ARTICLE 19 - EDUCATION REIMBURSEMENT**

Section 1.

The Agency shall make 100% tuition and a 50% book reimbursement to any employee in a course of study required for an Associate Degree in Fire Science after completion of each course with a grade of "C" or higher.

Section 2.

The State will provide 100% tuition reimbursement and 50% book reimbursement for any upper division courses, which are required for promotion.

Section 3.

Subject to the needs of the department and available funds, tuition and book reimbursement as referenced in this Article will be made for classes/course work deemed job-related by the Agency. Copies of transcripts and receipts of payment are necessary for reimbursement.

Section 4.

Credit transfers are not reimbursable.

## **ARTICLE 20 - CONVERSION OF WAGE & BENEFIT ACCRUALS**

Employees transferring from the 56-hour shift to a 40-hour schedule will have their hours and benefits converted to assure the same total dollar value for a given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the 40-hour workweek to the 56-hour shift.

## **ARTICLE 21 - SAVINGS CLAUSE**

Should any provision of this agreement be found by a court of competent jurisdiction, or any administration agency having jurisdiction, to be in violation of any federal or state law, the remainder of the provisions of this agreement shall be considered as severable and remain in full force and effect for the duration of this agreement. The parties agree to meet and negotiate as soon as reasonably possible for a substitute to any provision declared in violation of federal or state law, if substitution is possible.

## **ARTICLE 22 - TERM OF AGREEMENT**

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.

This Agreement shall be in full force and effect from July 1, 2015 until June 30, 2019. The parties shall meet to re-open this agreement on the first business day following December 10 of even numbered years prior to the expiration to this agreement for purpose of successor negotiations.

The parties agree that bargaining for Article 10 and Article 11, wages and insurance contribution rates, will commence on April 1, 2017, and be subject to the ERB Interim Bargaining rules for Interim Bargaining. No other articles will be opened except by mutual agreement.

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

## **ARTICLE 23 - PROMOTIONS**

### Section 1 - Promotion

- a) Application for promotion within the bargaining unit shall be made within the fire department through competitive examinations developed for the classification. Firefighters who wish to promote must be in their current

position for a period of two (2) years before applying for Lieutenant and four (4) years before applying for Captain.

- b) Bargaining unit members receiving a promotion shall be paid for that position at the time of acceptance, even if he/she does not meet the required certifications at that time. Where the technical skills and competitive testing does not provide prospective candidates within the bargaining unit, the Agency may determine the methods and means for recruitment.
- c) In the event there is a vacancy in a Captain's position, it will not be a requirement to be a Lieutenant in order to take the examination.

## **ARTICLE 24 - LABOR/MANAGEMENT COMMITTEE**

The parties agree to form a labor/management committee and to meet at regularly scheduled intervals on a quarterly basis. The Committee shall be composed of up to five (5) bargaining unit members appointed by the Union. Agency employees appointed to the committee shall be in pay status during time spent in committee meetings.

## **ARTICLE 25 – RANDOM DRUG AND ALCOHOL TESTING**

One employee per quarter will be randomly selected for random drug and alcohol testing in accordance with AGP Policy 99.100.02.

## **ARTICLE 26 – WORK OUT OF CLASSIFICATION**

### Section 1.

#### **a) Short-Term assignments.**

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, for at least one (1) full twenty-four (24) hour shift and not more than three (3) successive shifts, the employee shall be paid thirty-five dollars (\$35) for each such shift (excess time worked in connection with the shift would not qualify for an additional thirty-five dollars (\$35) incentive unless an entire additional shift is worked).

#### **b) Long-Term assignments.**

When the Agency assigns a bargaining unit employee duties that have all the duties of the higher classification as reflected in the position's Position Description, for more than three (3) successive twenty-four (24) hour shifts, the employee shall be paid at the first salary step in the assigned classification or five percent (5%) more than his/her current straight time salary rate, whichever is

greater. The bargaining unit employee shall be compensated for all hours worked during the period of the assignment.

Section 2.

The Agency shall assign work out of classification in writing detailing the specific duties that shall be performed and the duration of the assignment.

Section 3.

Assignments of work out of classification shall not be made in a manner that circumvents the administration of this article.

**ARTICLE 27 – SAFETY EQUIPMENT AND UNIFORMS**

Section 1.

Safety Equipment. Adequate and safe equipment shall be provided for all employees. Any safety clothing or equipment required by NGR 5-1 to be worn or used by employees shall be furnished and maintained by the Agency. Any safety clothing provided to employees shall be worn.

Section 2. Station Uniforms.

The Agency agrees to provide, at the time of hire, initial issue uniforms to include the following:

- a) Three pairs of nomex work pants, black or dark blue
- b) Three sets of nomex work shirts, to include all patches and insignia, black or dark blue
- c) One jacket, dark blue or black, appropriate for local climate
- d) One belt
- e) One pair footwear, black ANSI Z41, class 75
- f) Three workout shorts, 100% cotton, black or dark blue
- g) Three workout T-shirts, 100% cotton, black or dark blue
- h) One pair running shoes

The phrase “at hire” shall mean that the Agency will purchase the above clothing items within the first seven (7) business days and all items will be delivered within the first thirty (30) calendar days of employment or promotion depending upon vendor response.

Clean serviceable uniform items listed above, jacket is optional, will be worn by employees at all times during the normal duty day (less physical fitness time).

Employees will receive a uniform maintenance allowance of five hundred fifty dollars (\$550.00) per calendar year. Employee will be responsible for replacement of all Station Uniform items regardless of circumstances. Employees must be on the Agency payroll as of October 1<sup>st</sup> of each fiscal year for eligibility to receive the full allowance. Payment of the allowance shall be in the employee's October paycheck. New hires will receive this allowance within the first sixty (60) calendar days of employment. New hires will receive a prorated amount based on their date of hire. This allowance is for the purpose of providing replacement uniform items as needed and for the purpose of providing sweatshirts, hats, socks, T-shirts, and work out gear (items the Agency does not provide). All clothing articles will meet applicable safety specifications, color and department insignia requirements as set by the Fire Chief.

## **LETTER OF AGREEMENT - FITNESS/WELLNESS**

All fire personnel have a responsibility of servicing the public with a level of physical fitness that enables employees to respond safely to a host of unforeseen emergencies. As a result, regular participation in a physical fitness program is essential to meet this requirement.

The parties agree that management and the union will meet and develop a physical fitness/wellness program pursuant to National Guard Bureau (NGB) policy requirements. Lacking a published NGB policy, the NFPA 1500 and AFI shall be the primary standards.

The program shall include, but not be limited to, factors for encouraging wellness, scheduled on-duty fitness activities of no more than ninety (90) minutes of workout time per shift, a phased in training plan for those who have not been physically active, assessment monitoring, annual testing and physical fitness/wellness education.

## **LETTER OF AGREEMENT – INSURANCE / KAISER PERMANENTE**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and Local 1660 (IAFF).

The Parties agree that employees who enroll in the Kaiser Deductible Plan will be eligible to receive the Employer's ninety-nine percent (99%) monthly contribution.

This Agreement starts and ends for Plan Year 2016 without any extensions.

## **LETTER OF AGREEMENT – ACCELERATED COLA**

For every one and eighty-two one hundredths percent (1.82%) projected funding composite rate is below the projected three and four tenth percent (3.4%) increase for Plan Year 2017, the December 2016 two and seventy-five hundredths (2.75%) across-the-board pay increase will be paid one (1) month earlier but no more than two (2) months earlier.

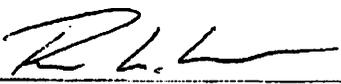
2015-2019 Signature Page

Signed this 9th day of December, 2017, at Salem, Oregon.

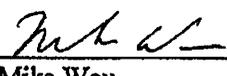
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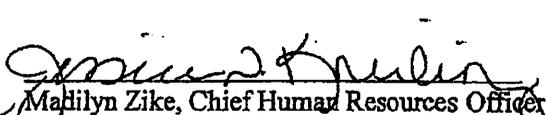
FOR THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL 1660

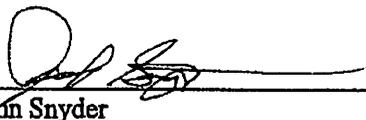
  
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Katy Coba  
Director  
Department of Administrative Services (DAS)

  
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Rocky L. Hanes  
President  
IAFF Local 1660

  
\_\_\_\_\_  
Michael Stencel, Major General  
The Adjutant General  
Oregon Military Department

  
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Mike Wou  
IAFF Local 1660, PANG

  
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Mahilyn Zike, Chief Human Resources Officer  
DAS Chief Human Resources Office (CHRO)

  
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John Snyder  
IAFF Local 1660, PANG

  
\_\_\_\_\_  
Glenn West  
State Labor Relations Manager  
DAS CHRO Labor Relations Unit

**DAS** DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES  
**Department of Administrative Services**  
**Chief Human Resources Office**  
**Labor Relations Unit**  
**155 Cottage Street NE**  
**Salem, OR 97301-3971**  
**(503) 378-2616**  
**LRU@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>