



# **COLLECTIVE BARGAINING AGREEMENT**

*between*

## **DAS**

**THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES**

*on behalf of the*

**DEPARTMENT OF CONSUMER AND  
BUSINESS SERVICES**

*and*

## **IAFF—PANG**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS FOR  
THE PORTLAND AIR NATIONAL GUARD FIRE-  
FIGHTERS**

**2023**

**-**

**2025**

# **IAFF—PANG**

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>Page</u></b>
PREAMBLE .....	2
ARTICLE 1 - RECOGNITION .....	2
ARTICLE 2 - NON-DISCRIMINATION .....	2
ARTICLE 3 - MANAGEMENT RIGHTS .....	2
ARTICLE 4 - STRIKES .....	3
ARTICLE 5 - GENERAL PROVISIONS .....	3
ARTICLE 6 - PERSONNEL RECORDS .....	5
ARTICLE 7 - LEAVE OF ABSENCE .....	5
ARTICLE 8 - UNION BUSINESS .....	6
ARTICLE 9 - HOURS OF WORK .....	6
ARTICLE 10 - WAGES .....	8
ARTICLE 11 - HEALTH AND WELFARE .....	9
ARTICLE 12 - RETIREMENT .....	10
ARTICLE 13 - DISCIPLINE AND DISCHARGE .....	12
ARTICLE 14 - GRIEVANCE PROCEDURE .....	14
ARTICLE 15a – PAID LEAVES .....	17
ARTICLE 15b – PAID LEAVES .....	18
ARTICLE 16 - SICK LEAVE .....	20
ARTICLE 17 - LAY-OFFS .....	22
ARTICLE 18 - TRADE TIME .....	24
ARTICLE 19 - EDUCATION REIMBURSEMENT .....	25
ARTICLE 20 - CONVERSION OF WAGE & BENEFIT ACCRUALS .....	25
ARTICLE 21 - SAVINGS CLAUSE .....	25
ARTICLE 22 - TERM OF AGREEMENT .....	25
ARTICLE 23 - PROMOTIONS .....	26
ARTICLE 24 - LABOR/MANAGEMENT COMMITTEE .....	26
ARTICLE 25 – DRUG AND ALCOHOL FREE WORKPLACE .....	27
ARTICLE 26 – WORK OUT OF CLASSIFICATION .....	31
ARTICLE 27 – SAFETY EQUIPMENT AND UNIFORMS .....	32
ARTICLE 28 – ANNUAL FIREFIGHTER PHYSICALS AND CANCER SCREENING .....	33
LETTER OF AGREEMENT - FITNESS/WELLNESS .....	34
LETTER OF AGREEMENT – INSURANCE / KAISER PERMANENTE .....	35
LETTER OF AGREEMENT – ACCELERATED COLA .....	36
LETTER OF AGREEMENT – VACATION LEAVE BANK .....	37
LETTER OF AGREEMENT – PAY EQUITY .....	38
LETTER OF AGREEMENT – EXTENDED LEAVE WITHOUT PAY .....	41
LETTER OF AGREEMENT – CLASS AND COMP MARKET STUDY .....	42
LETTER OF AGREEMENT – PAID LEAVE OREGON .....	43
LETTER OF AGREEMENT — BI-WEEKLY PAY PERIOD .....	44
SIGNATURE PAGE .....	46

## **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. The State will furnish a report, currently the "IPFF" report, to the Union by the 5<sup>th</sup> of each month. This report will include the names and dues deduction amounts of each member.

### **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. Uniforms.**

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

*Rev: 2019*

**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 forty-eight (48) hours on, 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 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 the employee's regular schedule of one hundred and eighty-two (182) 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 and eighty-two (182) hours for that same period. Overtime shall be paid monthly along with the regular pay schedule.

### **Section 4. 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. 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 count towards hours worked.

b) **Unscheduled FLSA Overtime.**

For hours worked outside of an employee's regular scheduled work shift (see Article 9, Section 1), overtime will be paid at time and one-half (1-1/2) of the regular hourly wage rate. 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) 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 December 31 following receipt.



- b) 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 their 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).
- c) 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.
- d) 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.

Effective on January 1, 2024, when Kelly Days is combined into PTO, this Section will no longer be applicable. In successor bargaining's, this Section title will remain with the line "In 2023 Bargaining, it was agreed that Kelly Days in Article 9 Section 5, was combined into PTO."

*Rev: 2019,2023*

## **ARTICLE 10 - WAGES**

### **Section 1. Salary Adjustment.**

Effective December 1, 2023, or the first of the month following receipt of an interest arbitration award, whichever is later, employees will receive a Cost of Living Adjustment of six and five tenths percent (6.5%).

Effective January 1, 2025\*, or the first of the month following an interest arbitration award, whichever is later, employees will receive a Cost of Living Adjustment of five and fifty-five hundredths percent (5.55%).

\*If the legislature appropriates new funding of at least thirteen million (\$13,000,000) dollars in calendar year 2024, the 2025 Cost of Living Adjustment will be effective January 1, 2025. If the legislature does not appropriate at least thirteen million (\$13,000,000) dollars in calendar year 2024, the 2025 Cost of Living Adjustment will be effective February 1, 2025.

### **Section 2. Wage Table.**

<b>CLASSIFICATION TITLE</b>	<b>SALARY RANGE</b>
Firefighter	21
Lieutenant	24
Captain	27

<b>SALARY SCHEDULE AS OF JULY 1, 2023</b>									
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
21	AP	5738	6181	6639	6947	7275	7619	7980	8359
24	AP	7577	7937	8313	8707	9118			
27	AP	8178	8568	8973	9398	9846	10315		

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

<b>SALARY SCHEDULE AS OF DECEMBER 1, 2023</b>									
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
21	AP	6111	6583	7071	7399	7748	8114	8499	8902
24	AP	8070	8453	8853	9273	9711			
27	AP	8710	9125	9556	10009	10486	10985		

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

<b>SALARY SCHEDULE AS OF JANUARY 1, 2025 OR FEBRUARY 1, 2025 (per Salaries Article)</b>									
<u>Salary Range</u>	<u>Pay / Rng Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
21	AP	6450	6948	7463	7810	8178	8564	8971	9396
24	AP	8518	8922	9344	9788	10250			
27	AP	9193	9631	10086	10564	11068	11595		

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

Rev: 2017, 2019, 2022,2023

## **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 2023, 2024 and 2025 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 percent (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: 2017, 2019, 2023*

## **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.

### **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.

### **Retirement Contributions.**

A. Bargaining unit employees will 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).

- B. Pursuant to SB 1049 (2019), PERS will divert some of the six (6%) percent employee contributions referenced in paragraph A from the bargaining unit members' employee accounts in the PERS Individual Account Program (IAP). SB 1049 (2019) will divert two-point five (2.5%) from the IP account of PERS Tier 1 and Tier 2 members and seventy-five hundredths (0.75%) percent from the IAP account of ORSRP members.

To maintain Tier 1, Tier 2, and OPSRP bargaining unit members' retirement security in their IAP accounts, pursuant to ORS 238A.340, effective January 1, 2025, the Employer will make a three (3%) percent employer contribution to the employer account in the IAP for each employee who is a PERS Tier 1, Tier 2, or OPSRP members.

- C. If for any reason, including but not limited to legislative action, order of any court of competent jurisdiction or ballot measure (initiative or referral), the Employer contributions to the IAP pursuant to ORS 238A.340 are prohibited or the full six (6%) percent employee contribution to the employee account in the IAP is returned and/or reinstated, the Parties agree to bargain the impact of those changes pursuant to the fast track process in ORS 243.698.

### **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, 2021,2023*

## 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, Except for the following Articles, which shall start at Step 2 in this Article:

- Article 1 – Recognition
- Article 2 – No Discrimination
- Article 7 – Leave of Absence
- Article 13 – Discipline and Discharge
- Article 16 – Sick Leave (FMLA/OFLA)

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.

Rev: 2023

## **ARTICLE 15a – PAID LEAVES**

Effective on January 1, 2024, this Article will no longer apply. Refer to Article 15b Personal Leave.

### **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.

Rev: 2023

**ARTICLE 15b – PAID LEAVES**

**Section 1. Planned Time Off – PTO**

Effective January 1, 2024, a PTO Leave bank will be established in lieu of traditional vacation, holiday leave and Kelly days. Each employee assigned to regular active status and twenty-four (24) hour shifts shall be granted the following PTO allowance based on continuous employment.

Until January 1, 2024, Vacation, Holiday Leave and Kelly Days accruals will continue as scheduled according to Article 15a. When all leave is converted to PTO, effected employees will have one (1) year without loss to get within the one thousand (1,000) hour PTO bank cap per Section 2 of this Article.

<b>Employment</b>	<b>Hours per month/year</b>	<b>PTO balanced needed on 12/31 to not lose PTO on 1/1</b>
1 - 60 months	51/month, 612/year	388 hours
61 - 120 months	54/month, 648/year	352 hours
121 - 180 months	57/month, 684/year	316 hours
181 - 240 months	60/month, 722/year	278 hours
241- 300 months	63/month, 756/year	244 hours
301 + months	68/month, 780/year	220 hours

**Section 2. PTO Accumulation.**

- a) PTO annual accrual shall be credited to employees at the start of each calendar year based on their months of service as of January 1.
- b) Employees may not start a calendar year, with a PTO balance greater than one thousand (1,000) hours. Any leave in excess of one thousand (1,000) will be lost\*.
  - 1) \*The cap will be effective with the annual PTO credit on January 1, 2025.

**Section 3. PTO Scheduling.**

PTO may be used in any increment. PTO will be scheduled by seniority, subject to operating requirements of the agency. Personnel scheduled for PTO will not have their time canceled unless required by the Fire Chief for emergency needs.

#### **Section 4. New Hires.**

- a) New employees will have their PTO annual accrual pro-rated based their date of hire.
- b) New hires shall not be eligible to use PTO during their first three (3) months of employment.

#### **Section 5. PTO Cash Out**

Employees may in any federal fiscal year, make a one-time request to cash out and receive payment for up to sixty (60) hours of PTO. In order to be eligible to cash out PTO hours:

- a) The employee must be a regular status employee.
- b) Have a remaining PTO balance of sixty (60) hours or more after cashing out.
- c) PTO leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

#### **Section 6. PTO Payout at Retirement / Separation.**

- a) PTO is not compensable by an employee who has not completed trial service.
- b) Separation of a regular service employee:
  - 1) Any PTO carried over from the previous year would paid in full and if prior to June 30, any unused PTO up to three-hundred and seventy-five (375) hours will be paid to the employee, not to exceed seven-hundred and fifty hours (750) hours total.
  - 2) After July 1, any unused PTO up to seven-hundred and fifty (750) hours will be paid to the employee.

#### **Section 7. Holiday Leave.**

In 2023 Bargaining, it was agreed that Comp/holiday leave was combined into PTO.

#### **Section 8. Military Leave Usage.**

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

*New: 2023*

## **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, 2023 until June 30, 2025. 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 or at another mutually agreed date for purpose of successor negotiations.

Either party may elect to reopen this Agreement by written notice to the other party no later than January 15, 2025 for the express purpose of negotiating a successor 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.

*Rev: 2019,2023*

## **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 – 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.
    - i. 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.

ii. 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).

- i. 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.

REV: 2023

## ARTICLE 26 – WORK OUT OF CLASSIFICATION

### **Section 1.**

#### **Short-Term assignments.**

- 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. A Lieutenant (C5556) will be allowed to move up (1) level of classification.

#### **a) 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.

#### **b) Pending Upward Reclassification assignments.**

- 1) When the Agency received approval from DAS CHRO that a reclassification upward is appropriate, the Agency will conduct an internal pay assessment to determine the amount of pay the employee will receive while performing the duties of the higher classification. The Work Out of Classification Pending Upward Reclassification differential will be a dollar amount.
- 2) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.
- 3) The differential shall place the employee on the next higher step in the higher classification or on an appropriate higher step as determined by the internal pay assessment, whichever is greater.
- 4) Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their benefit service date.
- 5) Employees will have the differential adjusted due to changes in the base salary (e.g. COLA).



- 6) The Agency will designate the reason for the work out of classification in the state human resource information system as Work Out of Classification – Pending Reclassification.

**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 seven hundred fifty dollars (\$750.00) per calendar year starting 2020. 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.

## **ARTICLE 28 – ANNUAL FIREFIGHTER PHYSICALS AND CANCER SCREENING**

The Agency will provide bargaining members with annual NFPA 1582 Physical at a qualified occupational health provider. Bargaining members will have their blood test for PFAS/POFA and Oregon presumptive cancer screening, as referenced in ORS 656.802 completed at this time.

*NEW: 2023*

*//////////*

## **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.

**LETTER OF AGREEMENT – VACATION LEAVE BANK**

The Parties agree to adjust the vacation leave banks of the employees listed in this Letter of Agreement on a one (1) time basis effective January 1, 2018 as listed below.

The Parties agree to the following adjustments:

Jon Hayes .....	9 hours
John Snyder .....	9 hours
Mark Hernandez.....	9 hours
Brian Tarr .....	9 hours
Jason McClellan.....	9 hours
Michael Wou .....	9 hours
Matthew Joens .....	9 hours
Craig Thomas.....	4 hours
Alan Duval .....	5 hours
Daniel Alcantar.....	21 hours
Slater Spencer .....	29 hours

The Parties agree that the vacation amounts referenced above will be cashed out immediately upon granting of the additional hours.

## LETTER OF AGREEMENT – PAY EQUITY

This Letter of Agreement (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 IAFF Local 1660 Portland Air National Guard Firefighters (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 process; (appeal process Section 10)
  - b. Employee request, and, (appeal process Section 9)
  - c. Agency identified inequity. (appeal process Section 9)
2. **Application to Returning Employees (including but not limited to reemployment and return from layoff):**  
An Agency Head or designee may offer a higher salary step than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classifications 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 and the Union with the rationale associated with the recommendation. 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 Pay Equity Review Request Form 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 in writing, with a copy to the Union, within sixty (60) days, unless an extension of time is 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 to both the employee and the Union. The appeal must be based on one (1) or more factors listed in ORS 652.220(2) and the compensation of other employee(s) performing work of a comparable character, to the extent it is known by the employee or the Union.
  - 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) at [LRU@das.oregon.gov](mailto:LRU@das.oregon.gov) within 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 previously submitted to the Agency 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 notifying both the employee and the Union.
  - c. Pay equity appeal decisions 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 pursuing 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 Agreement.
  - d. For purposes of Agency-level pay equity decision only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the labor agreement.
  - 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 Decision
  - a. An employee, or the Union on behalf of the 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 the employee(s) 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 March 31. The employer shall respond with a decision regarding the employee's appeal no later than June 30, 2019.

- 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 9 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 and the Union 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 DAS Statewide Equal Pay Analysis appeals only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the labor agreement.
11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2021, unless extended by written mutual agreement by the parties.

## LETTER OF AGREEMENT – EXTENDED LEAVE WITHOUT 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 Portland Air National Guard (PANG) Firefighters, IAFF Local 1660 (Union).

The purpose of this agreement is to codify the Parties' agreement concerning extended leave without pay not otherwise approved by Employer via an ADA process or covered by FMLA, OFLA, or USERRA or other military leave laws.

Therefore, the Parties agree to the following:

1. If an employee is on Leave Without Pay for ninety (90) calendar days or more and the leave is not otherwise approved by Employer via an ADA process or protected by FMLA, OFLA, or USERRA or other military leave laws, and their health care provider has identified no definitive return to work date within a six (6)-month period, they shall be considered to have medically resigned from their position. Upon medical resignation, the Employer will take timely steps to fill any vacant positions.
2. Employees who have medically resigned retain their return rights under the State's workers compensation laws and any other employment laws, if applicable. If employees are deemed to be medically resigned, but subsequently obtain the proper release from their health care providers to return to full duty, the employees may ask to be placed on the recall list for any future vacancies that occur for which they would be qualified.
3. Current employees who would be immediately affected by Section 1 of this LOA will be given a thirty (30)-day notice prior to being considered to have medically resigned from their position. If the employee is able to return to work with the appropriate release from their health care provider within the thirty (30)-day period, they will not be considered to have medically resigned.
4. This Agreement is not intended to waive, modify, or reduce any rights individual employees have under the law with respect to their use of unemployment benefits, protected leaves, or workers compensation benefits.

This Agreement becomes effective up ratification. The Parties agree that this Agreement will continue in effect unless a new agreement is reached during successor negotiations.

## LETTER OF AGREEMENT – CLASS AND COMP MARKET STUDY

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 Portland Air National Guard (PANG) Firefighters, IAFF Local 1660 (Union).

The Parties agree to implement the following:

1. The Agency in consultation with DAS Classification and Compensation, will complete a full Market Study. DAS Classification and Compensation will ensure the study is complete by December 31, 2024, for the following positions:
  - a. Fire Fighter (C5555)
  - b. Lieutenant (C5556)
  - c. Captain (C5557)
2. The Agency will meet with the Union to review the results of the study. Any related bargaining will take place during the 2025-2027 successor negotiations. If unforeseen delays occur, the Parties will engage in interim bargaining.

This Letter of Agreement will automatically sunset on June 30, 2025.

## LETTER OF AGREEMENT – PAID LEAVE OREGON

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and IAFF Local 1660 Portland Air National Guard Firefighters (Union).

Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04), including but not limited to the following section on Use of Paid Leave:

### Section 1.

Employees may choose and will be allowed to use sick, vacation, or personal business leave to make up any difference between Paid Leave Oregon benefits and their average weekly wage, as determined by the Oregon Employment Department. An employee receiving Paid Leave Oregon benefits and who is protected by Family and Medical Leave or Oregon Family Leave (FMLA/OFLA) will use accrued leave in accordance with any existing contract language relating to FMLA/OFLA.

## LETTER OF AGREEMENT — BI-WEEKLY PAY PERIOD

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the IAFF Local 1660 Portland Air National Guard Firefighters (Union).

In order to modernize and standardize pay practices, the State shall transition from monthly pay periods to bi-weekly pay periods. By doing so, the State will eliminate 'forecasting' of pay. 'Forecasting' of pay increases payroll errors, complicates payroll processing, and compromises the stabilization of the Workday payroll system.

Therefore, the Parties agree to the following:

1. The transition from monthly pay periods to bi-weekly pay periods will occur no earlier than March 1, 2024, or a later date if the State, in its sole discretion, determines additional time is necessary to complete the transition.
2. The State shall provide employees at least three (3) months advance notice of the transition and the dates that employees will be paid so they can sufficiently plan for possible financial impacts before the transition.
3. The State shall train all employees and Agency payroll staff on the necessary topics related to the transition. The training will include explanation of how deductions (for health insurance contributions, PERS contributions, and deferred compensation, for example) and leave accruals (for vacation and sick leave, for example) will be implemented in bi-weekly paychecks. The training will also explain how overtime will be reported and paid. The training shall provide multiple avenues of explanation (such as webinars and in-person training) sufficient to explain that employees' pay is not reduced as a result of the bi-weekly timing of paychecks.
4. The State shall designate every other Friday as the regular payday and will publish a calendar with those dates easily available for employees so that they understand when they will be paid.
5. The Parties agree to establish a joint labor-management committee no later than August 31, 2023. The purpose of the committee is to discuss and agree on modifications in areas of the CBA where calculations of hours worked or frequency of pay are applied such as: pay dates, deductions, leave accruals, holiday proration, union dues, PEBB contributions, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the committee for bi-weekly pay change implementation. In the event the committee is unable to agree by December 31, 2023 on the modifications necessary to implement the transition to bi-weekly pay periods, the State shall determine the terms of the transition.
6. The committee shall be comprised of six (6) members, with three (3) IAFF represented employees appointed by the Union, three (3) management

representatives, one (1) IAFF staff and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.

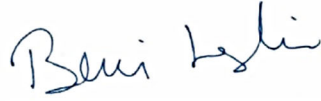
7. The committee shall meet on a schedule it chooses, but no less frequently than once per month.
8. Committee members will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

Alleged violations of this LOA are not subject to the grievance and arbitration procedure outlined in Article 14.

IAFF PANG SIGNATURE PAGE

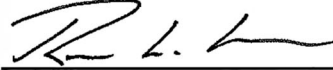
Signed this 14 day of August 2023 at Salem, Oregon.

FOR THE STATE OF OREGON

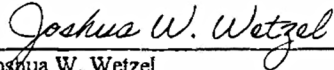


Berri Leslie  
Interim DAS Director & COO  
Department of Administrative Services

FOR THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL 1660



Rocky L. Hanes  
President  
IAFF Local 1660



Joshua W. Wetzel  
State Labor Relations Manager  
DAS CHRO Labor Relations Unit



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

\*\*\*\*\*

**For the Oregon Military Department:**

Joshua W. Wetzel, DAS LRU  
Tracy Garcia, Director AGP, OMD  
Luke Jaeger, HR AGP

**For the IAFF/PANG:**

Rocky L. Hanes, President IAFF Local 1660  
Mike Wou, PANG Shop Steward, IAFF  
Local 1660  
Alan Duval, PANG Shop Steward, IAFF  
Local 1660

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