

2007-2009

AGREEMENT

BETWEEN

THE

STATE OF OREGON

DEPARTMENT OF

ADMINISTRATIVE SERVICES

AND THE

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

FOR THE

PORTLAND AIR NATIONAL GUARD

FIREFIGHTERS

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PREAMBLE

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, mental or physical handicap, sex, age, or political or Union affiliation. Any references to gender in the agreement includes both genders.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- a) To direct and supervise all operations, functions and policies of the division in which the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and the right to purchase, dispose of and assign equipment and supplies;
- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality or work, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

ARTICLE 4 - STRIKES

Section 1. No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the State during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment and to maintain the continuity of essential services, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the State against any employee or employees engaged in a violation of this Article.

Section 2. Union Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

Section 3. Lockout. There will be no lockout of employees in the unit by the State during the term of this Agreement.

ARTICLE 5 - GENERAL PROVISIONS

Section 1. Seniority Definition. Seniority shall mean a permanent employee's length of continuous service with the Employer from the last date of hire. A new employee who has not successfully completed the probationary period for new hires shall not be considered a permanent employee.

Section 2. Seniority Ranking. For purposes of this Article (specifically section 3) employee seniority shall be calculated according to their date of hire with the Portland Air National Guard Fire Department.

Section 3. Utilization. Seniority ranking shall be used in the determination of:

- a) All matters concerning layoffs and rehiring. Employees shall be laid off in ascending order of seniority and recalled in descending order of seniority. No new employees shall be hired until all laid off employees have been given an opportunity to return in accordance with this Agreement, beginning with the last employee to be laid off.
- b) Staffing: The department will make every effort to ensure at least four (4) members of the bargaining unit are on shift at all times.

Section 4. Loss of Seniority. An employee shall lose all seniority credit in the event of:

- a) Voluntary termination.
- b) Discharge for just cause.

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

Section 5. Probationary Period. Every employee hired into the bargaining unit shall serve a probationary period of twelve (12) months. The Union recognizes the right of the State to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

Section 6. Dues Checkoff. The State agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments from each paycheck and remit, as directed by the Union once each month from employees who have authorized such deductions in writing.

Section 7. Security Clearance. Where a new 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 new employee for failure to meet security authorization standards, this action may not be grieved.

Section 8. Fair Share. The Employer and the Union agree that a "Fair Share" agreement, in accordance with ORS 243.666, exists for all members of the bargaining unit and includes all new employees after thirty (30) days of employment.

Section 9. Uniforms. The Agency shall provide all articles of uniform or safety equipment that the Agency determines to be required.

ARTICLE 6 - PERSONNEL RECORDS

Section 1. Files. Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized Agency representative.

Section 2. Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file with the understanding their signature does not indicate agreement.

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

ARTICLE 7 - LEAVE OF ABSENCE

Section 1. Without Pay. The Agency will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The Agency may terminate

or cancel such leave by ten (10) days written notice, mailed to the address given by the employee on his/her written application for such leave, in the event of an emergency which requires the employee to return to work. Such leave shall not be approved for the purpose of accepting employment outside the service of the Agency; and the notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the Agency as a resignation.

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

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

Section 2. Witness or Jury Duty. Employees shall suffer no loss of pay as a result of a requirement to serve on a jury or in the event they are subpoenaed to be a witness in a matter resulting from their official duties with the State. If the employee is released from jury duty early, they will return to work.

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

Section 3. Pregnancy or Parental Leave. The Agency shall allow parental leave or Family Medical Leave (FMLA) in accordance with state and/or federal statute.

Section 4. Military Leave. Military leave shall be granted in accordance with state and federal statutes. Each employee is granted one hundred twenty (120) hours of paid military leave per federal fiscal year. To qualify for military leave, the employee must present military orders that specify "annual active duty training."

ARTICLE 8 - UNION BUSINESS

Section 1. Representatives. The Union will notify the Fire Chief, in writing, of the names of its representatives.

Section 2. Visits. Union representatives, other than Agency employees, upon notification to the Fire Chief or his designee, may visit with employees during breaks, meal periods or after normal working hours - employee representatives are not required to provide notification. Visits outside of those allowed for above, may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the workflow.

Section 3. Internal Business. The internal business of the Union shall only be conducted outside normal working hours.

Section 4. Bulletin Boards. Bulletin board space will be provided the Union for the posting of meeting notices and other information of interest to its members.

ARTICLE 9 - HOURS OF WORK

Section 1. Work Shifts. All employees shall be scheduled to work on a regular work shift, which shall have regular starting and quitting times. Employees shall report to their assigned work locations ready to work at the start of their scheduled work shift. Personnel shall continue to work the present fifty-six (56) hour schedule consisting of twenty-four (24) hour shifts. The cycle shall consist of 24 hours on, 48 hours off.

Section 2. Work Schedules. Schedules showing employee shifts, workdays and hours shall be posted on the fire department bulletin boards. Except for emergency situations, changes in regular work schedules may be made as required by the Fire Department Chief or designee, provided the affected employee is given at least forty-eight (48) hours advance notice of the change.

Section 3. Overtime Rate. The hourly rate is the employee's regular monthly gross wage divided by 229.67. For purposes of this agreement, the regular gross monthly wage rate is that rate paid for employee's regular schedule of 216 hours for their twenty-seven (27) day FLSA work period, but does not include the premium pay for the hours worked in excess of 204 hours for that same period. Overtime shall be paid monthly along with the regular pay schedule.

Section 4. Qualifying Overtime.

- a) 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 twelve (12) hours for each twenty-seven (27) day FLSA work period, which equals 216 hours of paid status.
- b) Unscheduled FLSA Overtime. For hours worked outside of an employee's regularly scheduled work shifts, overtime will be paid at time and one-half (1 1/2) of the regular hourly wage rate.
- c) Where the employer offers and the employee accepts comp time in lieu of compensation for unscheduled overtime worked, the employee may accrue up to 192 hours (8 shifts) of comp time earned.

ARTICLE 10 - WAGES

Section 1. Salary Adjustment.

- a) Effective January 1, 2008 pay rates shall be increased by three percent (3%).
- b) Effective November 1, 2008 pay rates shall be increased by three and two-tenths percent (3.2%).

Section 2. Incentive Pay

Eligible Union employees shall receive incentive pay monthly as follows:

- a) Haz-Mat Technician (DOD Cert) \$50.00
- b) Emergency Medical Technician \$50.00

Qualification for this incentive shall be in accordance with recognized state certification.

Section 3. Salary Selectives

Effective 10/1/07, the following Salary Ranges will be implemented:

Fire Fighter	SR 21
Lieutenant	SR 24
Captain	SR 27

Base salary will be used to determine the employee placement. Employee placement shall not exceed the top step of the bargained salary range.

- Employees whose salary falls below the first step of the new range will be placed on the first step of the new range and the Salary Eligibility Date (SED) will be changed to 10/01/2008.
- Employees whose salary falls on a step in the new salary range will be placed on that step in the new range and the Salary Eligibility Date (SED) will remain the same.
- The following employees will be placed on Step 2 of the Firefighter range on 10/01/07, and their SED will be changed to 10/01/2008: Ethan Bishop, Matthew Joens, Christina Mitchell, and Kyle Nelson.
- The following employee will be placed on Step 3 of the Firefighter range on 10/01/07, and his SED will be changed to 10/01/2008: Jason McClellan.

Wage Table:

Current – June 30, 2007

REPR IP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
SR 20	3397	3714	4024	4335	4655	4871	5102
SR 23	4956	5072	5313	5565			
SR 25	5183	5301	5474	5735	6007		

Implementation of new Salary Ranges as of October 1, 2007

Classification	REPR IP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5555 Firefighter	SR 21	3714	4024	4335	4655	4871	5102	5344
5556 Lieutenant	SR 24	5072	5313	5565	5829			
5557 Captain	SR 27	5474	5735	6007	6292	6591		

With 3% COLA effective January 1, 2008

Classification	REPR IP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5555 Firefighter	SR 21	3825	4145	4465	4795	5017	5255	5504
5556 Lieutenant	SR 24	5224	5472	5732	6004			
5557 Captain	SR 27	5638	5907	6187	6481	6789		

With 3.2% COLA as of November 1, 2008

Classification	REPR IP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
5555 Firefighter	SR 21	3947	4278	4608	4948	5178	5423	5680
5556 Lieutenant	SR 24	5391	5647	5915	6196			
5557 Captain	SR 27	5818	6096	6385	6688	7006		

ARTICLE 11 - HEALTH AND WELFARE

Section 1. An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Section 2.

Effective January 1, 2007 through December 31, 2008, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

Plan Year 2009. For Plan Year January 1, 2009 through December 31, 2009, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting from Plan Year 2008, should the cost of insurance premiums increase by that amount or more.

Should rates for 2009 exceed the Employer contribution, employees may incur out of pocket monthly premium costs. The parties may jointly petition the PEBB to use reserve funding to support a portion of any premium increase above twelve percent (12%). In the event the premium increases in excess of twelve percent (12%), the employer will provide written notice to the union of the anticipated increases. In that event, the union may select from one (1) of two (2) options:

- Option 1 –The three and two tenths percent (3.2%) salary schedule adjustment scheduled for November 1, 2008 shall be reduced by 0.25% for each one percent (1%) premium increase over twelve percent (12%).
- Option 2 – The salary schedule adjustment scheduled for November 1, 2008 shall be delayed by a period of months identified by the Employer as sufficient to cover the unanticipated increase.

ARTICLE 12 - RETIREMENT

Section 1. Public Employees Retirement System (PERS) Members. For purposes of this Section 1, ‘employee’ means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS 238 for service with the State pursuant to section 2 of chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the State will continue to ‘pick up’ the six percent (6%) employee contribution payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB2003) and 68 (HB2004) of Oregon Laws 2003 (PERS Litigation). Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members. For purposes of section 2, ‘employee’ means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS chapter 238 for service with the State pursuant to section 2 of chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003 and pursuant to section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this section 2 shall not be considered to be 'salary' for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Law (Other than PERS Litigation). In the event that the State's payment of a six percent (6%) employee contribution under section 1 or under section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pickup. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the agreement, and bargaining unit employees are able, under then existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as 'pre-tax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 4. Pre-Retirement Counseling Leave. Leave with pay for an employee to investigate and assemble a retirement program may be granted by an appointing authority for a period up to twenty-four (24) hours leave with in 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.

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) Suspension.
- d) 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 3rd step of the process described in Article 14 – Grievance Procedure.

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

Section 4. Right to Grieve. Any employee covered by this Agreement shall be entitled to submit a grievance pursuant to Article 14 - Grievance Procedure, relevant to any disciplinary action, which has been imposed on him. No employee shall be subject to any of the forms of disciplinary action set forth in this Article for exercising any rights under this Agreement, including but not limited to the submission of a grievance.

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

Section 5. Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Employer. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for three (3) consecutive shifts without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.

Section 6. Probationary Employee. This Article shall not apply to any employee on probation as defined in Article 5 - General Provisions, Section 5, Probationary Period.

Section 7. Imposition. If the Agency has reason to discipline an employee, s/he shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

Section 8. Due Process. In the event the Agency believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

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

Section 9. Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

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

- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

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

The grievance shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

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

Section 2. Grievance Steps

Step 1. Fire Department. The affected employee, or the Union Grievance Committee shall take up the grievance with the appropriate excluded direct supervisor and shall do so within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the employee may first be reasonably expected to have had knowledge of that occurrence. During this thirty (30) day period, every effort shall be made to settle grievances at this first step through the recognized chain of command in verbal form, and either party may request the presence of the Fire Chief during such discussions. Within fifteen (15) calendar days of receipt of an official statement of grievance, Portland Air National Guard management will issue a written response.

Step 2. Military Department. In the event the grievance is not resolved at Step 1, the Union may, with or without the presence of the aggrieved employee, present any grievance in writing to the Military Department (AGP) designee for adjustment within fifteen (15) calendar days after the response required by Step 1 was due. 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.

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. The Labor Relations Division will provide a formal written response within fifteen (15) calendar days of receipt of the Union's request for review and response. In the event the Step 3 response is acceptable to the Union, such

response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all parties and they will abide thereby.

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

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

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

Section 4. Mediation. Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either party may request mediation of the grievance. If agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure.

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

Section 6. Arbitrator's Authority. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 7. Expenses of Arbitration. In the event that the arbitrator finds for either party, in the whole, the arbitration fees shall be paid by the losing party. If the award is less than whole, all fees of the arbitrator will be shared equally. All other costs of arbitration shall be the responsibility of the party incurring the costs.

ARTICLE 15 – PAID LEAVES

Section 1. Vacation/Personal Leave Accrual. Employees shall be granted the following vacation allowance based on continuous employment:

1 - 60 months	14 hours monthly
61 - 120 months	17 hours monthly
121 - 180 months	20 hours monthly

181 - 240 months	23 hours monthly
241+ months or more	26 hours monthly

Section 2. Vacation Accumulation. Employees may not maintain a vacation balance greater than twice their annual accrual.

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

Section 3. Vacation Scheduling. Vacations will be scheduled by seniority, subject to operating requirements of the agency.

Section 4. New Hires. New hires shall not be eligible for vacation leave during their first six (6) months of employment, unless approved by the Fire Chief.

Section 5. Holiday Leave. Full time employees shall receive six (6) shifts off per year in lieu of holidays. Holiday Leave shall be credited to employees at the start of each calendar year. Employees hired after the start of the calendar year shall have their Holiday Leave prorated. These shifts shall be used per Article 15, Section 3 - Scheduling, except that leave may only be used in full shift increments.

Section 6. Pay in Lieu of Vacation. Employees may in any federal fiscal year elect, in twelve (12) hour increments, in lieu of vacation time off, to receive compensation for up to sixty (60) hours for the year and is subject to management approval.

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

In the event of a lay-off, the State shall reduce force in reverse order of seniority.

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.

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 effect from July 1, 2007 until June 30, 2009. The parties shall move to re-open this agreement on or about January 2, 2009 for purpose of successor negotiations.

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

ARTICLE 23 - PROMOTIONS

Section 1 - Promotion

a) Application for promotion within the bargaining unit shall be made within the 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.

ARTICLE 25 – RANDOM DRUG AND ALCOHOL TESTING

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

ARTICLE 26 – WORK OUT OF CLASSIFICATION

Section 1. When the Agency assigns a bargaining unit employee duties that are the major distinguishing duties of a higher classification in the bargaining unit for more than ten (10) consecutive calendar days, the employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her straight time base salary rate, whichever is greater. The bargaining unit employee shall be compensated for all hours worked during the period of the assignment.

Section 2. The Agency shall assign work out of classification in writing detailing the specific duties that shall be performed and the duration of the assignment.

Section 3. Assignments of work out of classification shall not be made in a manner that circumvents the administration of this article.

FITNESS/WELLNESS LETTER OF AGREEMENT

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.

Signed this 22nd day of October, 2007, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 1660

Lindsay Ball
Director
Department of Administrative Services

Rocky L. Hanes
President
IAFF Local 1660

Raymond F. Rees, Major General
The Adjutant General
Oregon Military Department

Doug Boggs
Shop Steward, IAFF Local 1660

Susan Wilson
Administrator
Human Resources Services Division

Glenn West
State Labor Relations Manager
Labor Relations Unit