

**2007-2009**

**AGREEMENT**

**Between**

**THE DEPARTMENT OF ADMINISTRATIVE SERVICES**

**OF**

**THE STATE OF OREGON**

**On Behalf Of**

**MILITARY DEPARTMENT**

**And The**

**IAFF LOCAL 3340**

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## **PREAMBLE**

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

## **ARTICLE 1 - RECOGNITION**

**Section 1. Recognition.** The Employer and Agency recognizes the IAFF Local 3340 as the sole and exclusive bargaining agent for all members of the Kingsley Field Fire Department exclusive of management, confidential, temporary and clerical personnel as certified by the Employment Relations Board.

**Section 2. Scope of Representation.** The scope of representation shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. Nothing herein may be construed or interpreted as limiting the right of the Employer and Agency and the IAFF Local 3340 to consult with one another on matters outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

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

**Section 1. Dues/Deductions.** Any employee represented by the IAFF Local 3340 shall have deducted from his/her salary for disbursement to the IAFF Local 3340 an amount equal to the dues and assessments of the IAFF Local 3340.

**Section 2. Deduction Process.** Payroll deductions or payments in lieu of dues, assessments or service charges shall be made by the disbursing officer for the Employer. Proper amounts of the dues and assessments shall be certified by the Secretary/Treasurer of the IAFF Local 3340 to the Employer and shall be effective on the date indicated by the IAFF Local 3340 after the Contract becomes effective. The Employer shall make these deductions each month without any requirement of specific authorizations by the affected employee and shall continue for the life of the Agreement as long as the employee is employed and is in the bargaining unit. The total amount of the deduction shall be remitted each month by the Employer to the Secretary/Treasurer of the IAFF Local 3340.

**Section 3. Hold Harmless.** The Employer and Agency will not be liable for check-off errors and will make proper adjustments as soon as practicable. The IAFF Local 3340 also agrees to hold the Employer and Agency harmless against any suit or judgment made against the Employer as a result of any action taken under the provisions of this Article.

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

**Section 1. Non-Discrimination.** This Agreement shall apply equally to all members of the Association regardless of race, sex, creed, color, national origin, handicap, age, IAFF Local 3340

membership or activity, marital status or political affiliation. All references to gender in this Agreement designate both sexes. When either the male or female gender is used, it shall be construed to designate both male and female employees.

**Section 2. Individual Choice.** Membership or non-membership in the IAFF Local 3340 shall be the individual choice of the employees covered by this Contract, subject to the provisions of Article 2 of this contract.

#### **ARTICLE 4 - ASSOCIATION REPRESENTATION**

**Section 1. Non-Discrimination.** Employees shall have the right to form, join or assist in a labor organization, and to bargain collectively through representatives of their choosing. The Employer shall not coerce, attempt to influence, or discriminate against any member exercising his rights under this contract and pursuant to ORS 243.

**Section 2. Association Business.** IAFF Local 3340 representatives shall be allowed time away from their duty station without loss of pay when attending meetings with management provided, however, no more than two (2) IAFF Local 3340 members may utilize this provision at any one (1) time unless more members need to be present and is agreed upon by the Fire Chief.

**Section 3. Association Meetings.** The IAFF Local 3340 may utilize the Fire Station for meetings to allow the presence of on-duty Fire Fighters. Nothing in this provision supersedes the responsibility of on duty personnel. The Local shall notify the Fire Chief, for the purpose of coordination of space usage, of proposed association meetings, including the date, time and room(s) to be used.

**Section 4. Bulletin Boards.** The Agency agrees to furnish and maintain a suitable bulletin board which shall be used by the IAFF Local 3340 for the purpose of conducting Association business.

#### **ARTICLE 5 - SENIORITY**

**Section 1. Definition.** Seniority shall mean a permanent employee's length of continuous service with the Employer from the last date of hire as recognized by the State of Oregon's recognized service date (RSD). A new employee who has not completed the probationary period for new hires shall not be considered a permanent employee.

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

**Section 3. 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) Vacation scheduling, except no preference in vacation scheduling is allowed during the months of July through December of each calendar year, where vacation scheduling shall be on a first-come first-served basis.

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

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

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

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

**Section 1. Safe and Necessary Equipment.** Adequate and safe equipment shall be provided for all employees. Any safety clothing or equipment required to be worn or used by employees shall be furnished and maintained by the Agency. Any safety clothing provided to employees shall be worn. The Agency will furnish the following clothing to employees subject to conditions identified below:

- (A) One (1) Winter Coat at hire
- (B) Two (2) Department of Defense at hire and on promotion  
Badges with two (2) sets of Accessories

The employer agrees to provide and maintain laundry service to include: work uniforms, Seven (7) Pair of Pants, Seven (7) Uniform Shirts, sheets, pillow cases, dish towels, bath towels and various dish washing items.

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

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

Employees will receive a uniform maintenance allowance of Four Hundred Twenty Five Dollars (\$425.00) per calendar year. Employees must be on the Agency payroll as of January 1 of each year for eligibility to receive the allowance. Payment of the allowance shall be in the employee's paycheck. Payment of the allowance shall be included in the January payroll. New hires will receive this allowance within the first Sixty (60) calendar days of employment. This allowance is for the purpose of providing Boots, Shoes, Hats, Belts, Socks, and other various articles of clothing as required for duty. All clothing articles will meet safety specifications as set by the Fire Chief. Appeal of the Fire Chief's decision may be made to the Base Civil Engineer at Kingsley Field.

**Section 2.** An employee of the Kingsley Field Fire Department, at the direction of the Safety Committee, may be required to undergo a medical examination at no cost to the employee. The Agency's subsequent decision with regards to the employment status of the employee is grievable.

**Section 3.** In the interest of health and safety of all personnel, and in compliance with National Fire Protection Association (NFPA - 1500), the Agency agrees to provide a medical physical examination once every year at no expense to employees. Federal and State safety regulations shall be strictly observed by the Agency, the IAFF Local 3340 and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner and shall comply with all reasonable safety rules of the Agency.

**Section 4. Station Equipment.** The Agency agrees to provide kitchen utensils as needed. The Agency agrees to maintain in good working order: one (1) stove, one (1) microwave, three (3) refrigerators, one (1) dishwasher, one (1) coffee maker, and various station items to include but not limited to beds, chairs, and office equipment

**Section 5. Safety Committee.** A Safety Committee shall be maintained at the Kingsley Field Airbase consistent with statute.

## **ARTICLE 8 - MANAGEMENT RIGHTS**

The parties agree that the Employer and the Agency have the right to operate and manage the Agency, including, but not limited to the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote,

transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees for just cause; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provision of this Agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

**Step 1. Kingsley Field.** The affected employee, or the IAFF Local 3340 Grievance Committee shall take up the grievance with the appropriate excluded direct supervisor and shall do so within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the employee may first be reasonably expected to have had knowledge of that occurrence. During this thirty (30) day period, every effort shall be made to settle grievances at this first step through the recognized chain of command in verbal form, and either party may request the presence of the Fire Chief during such discussions. Within fifteen (15) calendar days of receipt of the Official Grievance Form, Kingsley Field management will issue a written response.

**Step 2. Military Department.** In the event the grievance is not resolved at Step 1, the IAFF Local 3340 may, with or without the presence of the aggrieved employee, present any grievance in writing to the Military Department (AGP) designee for adjustment within fifteen (15) calendar days after the response required by Step 1 was due. The Military Department will provide a formal written response within fifteen (15) calendar days of receipt of the IAFF Local 3340's request for review and response.

**Step 3. Department of Administrative Services.** If the grievance remains unresolved, the IAFF Local 3340 may file the grievance with the Department of Administrative

Services, Labor Relations Unit within fifteen (15) calendar days after the response was due for review and response. The Labor Relations Unit will provide a formal written response within fifteen (15) calendar days of receipt of the IAFF Local 3340's request for review and response. In the event the Step 3 response is acceptable to the Association, such response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all parties and they will abide thereby.

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

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

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

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

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

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

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

## **ARTICLE 10 - OVERTIME**

**Section 1. Definition.** Overtime shall be hours worked over two hundred four (204) in a twenty-seven (27) day work period. The discretion to use or to assign "Emergency Overtime" shall be

the express right of the Employer and Agency. Whenever possible, and particularly in the assignment of non-emergency overtime, it shall be offered to permanent employees on a fair and equitable basis, in accordance with a written policy.

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

**Section 3. Definition of Low Staffing.** Low staffing shall be any time personnel available to respond falls below staffing levels identified by the Master Cooperative Agreement for the National Guard (NGR 5-1/63-101) and four (4) during low mission activity.

**Section 4. Hold Over.** An employee held over due to low staffing shall receive compensation at overtime rates and shall be considered off duty when he/she is no longer needed.

**Section 5. Emergency Overtime.** Emergency Overtime shall be defined as any time related to unanticipated emergency responses requiring additional staff. An employee called back for emergency overtime shall receive a minimum of two (2) hours of overtime, shall not move on the Overtime List and shall be considered off duty when the emergency condition has been resolved.

**Section 6. 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 two hundred sixteen (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 two hundred four (204) for that same period. Overtime shall be paid monthly along with the regular pay schedule.

**Section 7. 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 two hundred sixteen (216) hours of paid status.

(B) **Unscheduled FLSA Overtime.** For hours worked outside of an employee's regularly scheduled work shifts (see Article 16, Section 1), overtime will be paid at time and one-half (1-1/2) of the regular hourly wage rate.

**Section 8. Compensatory Time Accrual.**

(A) Compensatory time accrual shall be limited to a total amount of one hundred forty-four (144) hours. These hours shall consist of unscheduled overtime hours worked by the employee for the benefit of the Employer.

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

(C) Any employee that accumulates over one hundred forty-four (144) hours shall use the overage in that month or shall be paid for the overage.

**Section 9. Forty (40) Hour Employees.** Forty (40) hour employees shall accrue Overtime or Compensatory time pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion.

## **ARTICLE 11 - 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 Chapter 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 employee contribution. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”.) 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 this 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 34(2)(b) 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%) pick-up. 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%) pick-up 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).

## **ARTICLE 12 - SICK LEAVE**

**Section 1. Accrual.** It is agreed that the Employer will provide sick leave as insurance for its employees in the event of illness or off the job injury. Accrued sick leave shall only be for the purposes of compensation during a legitimate absence due to injury or illness, and as otherwise provided in this Agreement.

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

Sick leave pay shall be the only pay available to those on sick leave, but shall not affect the accrual of other benefits.

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

**Section 2. 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.** Each employee shall make every effort to notify his/her supervisor of the employee's sickness at least one-half (1/2) hour prior to the employee's regular starting time.

**Section 4.** The Employer and Association agree to abide by those provisions of the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act(s) (FMLA), consistent with state policy as provided under Article 6 of this Agreement.

**Section 5. Funeral/Family Illness.** Employees shall be granted a sick leave in the event of the death or illness of any member of the employee's immediate family. The leave shall be for a period of three (3) shifts, additional time may be approved by the Fire Chief or his authorized representative. The immediate family is defined as: Husband, Wife, Mother, Father, Sister, Brother, Son, Daughter, Mother-in-law, Father-in-law, Grandmother, Grandfather, Son-in-law, Daughter-in-law, Grandchild, Foster parent, Step-parent, Step-children, Foster-children, or any other relative of either spouse living in the immediate household of the employee.

**Section 6. Forty (40) Hour Employees.** Forty (40) hour employees shall accrue Sick Leave pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion.

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

**Section 1. Compensatory Days.** Effective January 1, 2000, employees assigned to twenty-four (24) hour shifts shall be granted one-hundred and forty-four (144) hours per year in lieu of all federal or state declared holidays, regardless of the number of declared holidays within their work schedule. For purposes of accrual, the year shall be considered the calendar year.

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

As provided for under this Article, compensatory accrued leave must be used during the calendar year earned. Unused accrued leave at the end of the calendar year shall be lost.

**Section 2. Educational Leave.** Subject to approval by the Fire Chief or his representatives, an employee shall be granted leave with pay for the purpose of attending seminars, courses, briefing sessions, or conferences and other educational purposes designed toward the upgrading or improvement of the employee's skills or professional abilities related to his/her employment.

**Section 3. Military Leave.** Employees subject to Military Leave for annual training shall be granted up to one hundred twenty (120) hours of paid leave.

**Section 4. Forty (40) Hour Employees.** Forty (40) hour employees shall receive Personal Business, Governor's, and Holiday leave pursuant to State personnel policies for full-time classified, unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion.

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

**Section 1. Work Shifts.** All employees shall be scheduled to work on a regular work shift, which shall have regular starting and quitting times. Employees shall report to their assigned work locations ready to work at the start of their scheduled work shift.

**Section 2. Work Schedules.** Schedules showing employee shifts, work days and hours shall be provided and posted on the fire department bulletin boards. Except for emergency situations, changes in regular work schedule may be made as required by the Fire Department Chief or designee, provided the affected employee is given at least seven (7) days advance notice of the change.

**Section 3.** Employees may, with the approval of the Fire Chief or the Shift Supervisor, exchange shifts, so long as the exchange does not interfere with the operation of the Department or result in overtime for either employee.

**Section 4. Twenty-four (24) hour employees.** Personnel shall continue to work the present fifty-six (56) hour schedule consisting of twenty-four (24) hour shifts. The cycle shall consist of twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off.

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

## **ARTICLE 15 - COMPENSATION**

**Section 1. Compensation.** The rate of pay for each position in the IAFF Local 3340 shall be in accordance with the rate established and provided for in Appendix "A", which is attached hereto and by reference incorporated into this Agreement.

### **Section 2.**

Effective October 1, 2007, pay rates shall be increased by three percent (3.0%).

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

### **Section 3. Salary Selectives.**

Effective October 1, 2007, 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 on the new ranges.

- 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 unchanged.
- Craig Andresen, Daniel Bigham, and Eric Conner will be placed on Step 2 of SR 21, effective 10/1/2007, and SED's will be changed to 10/1/2008.
- Edwin Saunders and Robert Underwood will be placed on Step 3 of SR 21, effective on 10/1/2007, and SED's will be changed to 10/1/2008.

**ARTICLE 16 - PERSONAL LEAVE**

**Section 1. Accrual.** Employees shall be granted the following vacation/personal leave allowance based on continuous employment:

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

**Section 2. Accumulation.** Employees can accumulate a maximum of five-hundred four (504) hours. An employee whose annual accrual places him/her in excess of these limits will be notified to use the excess sixty (60) days before such time will be lost.

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

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

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

**Section 3. Vacation Pay.** Pay for vacation days for all Association employees shall be the same as that which the employee would have received had he/she been in a working status.

**Section 4. Vacation/Comp Times.** Personnel scheduled for vacation or comp time will not have their time canceled unless required by the Fire Chief for emergency needs.

**Section 5. Pay in Lieu of Vacation.** Employees may in a federal fiscal year elect, in twelve (12) hour increments, in lieu of vacation time off, to receive compensation for up to sixty (60) hours for the fiscal year and is subject to management approval.

**Section 6. Forty (40) Hour Employees.** Forty (40) hour employees shall accrue Vacation/Personal Leave time pursuant to State personnel policies for full-time classified,

unrepresented employees. There shall be no conversion for leave accruals either at the start of the appointment or upon conclusion. This is not the Personal Business Leave described in the Holidays article.

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

**Section 1. Coverage.** Employees covered by the provisions of this Agreement shall be insured under the provisions of the Oregon Workers' Compensation Act for injuries received while at work for the Employer.

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

**Section 1.** 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, 2005 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 eight (80) paid regular hours in a month.

**Section 3. Plan Year 2008.** For Plan Year January 1, 2008 through December 31, 2008, the Employer will increase its monthly contributions a sufficient amount to continue to fully pay 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.

**Section 4. 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. 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 one 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.

**Section 5.** The parties may jointly petition the PEBB to continue to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

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

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

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

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

## **ARTICLE 20 - PROBATIONARY PERIOD**

**Section 1. Purpose.** The probationary period is an integral part of the employee selection process and provides the Employer the opportunity to upgrade and improve the quality of its service to citizens of the State of Oregon by observing a new employee's work, training new employees, assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

**Section 2. Length.** Employees new to the bargaining unit will serve a twelve (12) calendar month trial service period. Employees promoted from within the bargaining unit will serve a six (6) calendar month trial service period. However, if the employee is not doing work at an acceptable level and requires additional training or experience in order to function properly in the position the promotional trial service period may be extended at one (1) month intervals for a total of up to three (3) additional calendar months. Any leave without pay that exceeds fifteen (15) consecutive calendar days shall extend the trial service by that amount of time.

**Section 3. Termination.** The IAFF Local 3340 recognizes the right of the Employer to terminate the employment of a new probationary employee for any reason and to exercise all rights not specifically modified by this Contract with respect to such employees. In the event an employee is promoted to a position from which he/she is subsequently demoted for failure to fulfill the probationary period, the Employer shall place said employee in his/her former classification.

**Section 4. Security Clearance.** Where a new employee does not meet Guard security authorization standards, the Agency may, at its sole discretion, terminate the employee. Should the Agency elect to terminate the new employee for failure to meet security authorization standards, this action may not be grieved.

## **ARTICLE 21 - DISCIPLINARY ACTION AND DISCHARGE**

**Section 1. Disciplinary Action.** Disciplinary action may be imposed by the Agency on any employee covered by this Agreement who fails to fulfill his/her responsibilities as a Kingsley Field Fire Department employee. Reasons for imposition of disciplinary action may be misconduct, insubordination, willful failure to perform regularly assigned tasks without cause, continuing inefficiency, continuing incompetence, abuse of sick leave, the willful giving of false information, the willful withholding of information in making application for employment or willful violation of departmental rules.

**Section 2. Investigation Meetings.** Upon request of any employee who is called to an investigatory meeting or a meeting which may result in discipline being imposed upon the employee, the employee is entitled to request the presence of an IAFF 3340 Representative.

**Section 3. Forms of Discipline.** The principles of progressive discipline shall be used. An employee may only be disciplined for just cause. The Agency may take the following forms of disciplinary action:

1. Written Reprimand.
2. Demotion.
3. Suspension.
4. 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 Agency shall allow the disciplined employee a reasonable period of time to correct the reason that was the basis for the disciplinary action prior to the imposition of any subsequent progressive disciplinary action described in this section. The Agency shall not be required to administer disciplinary actions in progressive form in the event the employee's action is such as to endanger the safety of the public or his/her fellow employees.

**Section 4. Discharge.** A new employee who has not completed the probationary period referred to in Section 1 of Article 21 may be discharged without just cause. An employee who has successfully completed his/her probationary period may not be discharged except for just cause.

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

**Section 5. Right to Grieve.** Any employee covered by this Agreement shall be entitled to submit a grievance pursuant to Article 9, relevant to any disciplinary action which has been imposed on him. No employee shall be subject to any of the forms of disciplinary action set forth in this Article for exercising any rights under this Agreement, including but not limited to the submission of a grievance.

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

**Section 6.** Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for three (3) consecutive shifts without authorized leave shall be deemed to have resigned unless prevented from notifying the Agency due to circumstances beyond their control.

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

**Section 1. Policy.** A member of the IAFF Local 3340 shall be considered eligible to seek a promotional position if they possess the minimum qualifications outlined in the Agency's recruitment announcement for the position. An employee must have four (4) years at Kingsley Field Fire Department to qualify for Lieutenant and six (6) years at Kingsley Field Fire Department to qualify for Captain. If no qualified applicant applies, then the Agency may seek outside applicants. The parties agree that where such circumstances occur, the intent will be communicated to the Union membership. The intent is that where no applicant exists in-house, the Agency may seek outside applicants that meet qualifications and service time.

### **Section 2. Procedure.**

- (A) At the time a position vacancy is announced, all eligible and interested employees may submit an application.
- (B) All examination material shall be selected by the Promotions Committee and shall be job related. The Promotions Committee shall be comprised of IAFF Local 3340 representation selected by the IAFF Local 3340, and other representation as selected by the Fire Chief and the State Personnel Office (AGP). Further, the Committee shall have approval rights of any outside parties who have been chosen for involvement in the procedure.
- (C) Test administration and grading shall be done by the Promotions Committee in compliance with predetermined criteria in conjunction and with the assistance of the AGP.
- (D) Candidates successfully completing a promotional examination, but who are not promoted shall remain on the eligibility list for a period of one (1) year.
- (E) Successful candidates who take the written exam and receive an acceptable score as determined by the Chief may take the oral examination.

**(F)** Any vacancy existing shall be filled using the eligibility list within a reasonable time. This provision shall not apply to an Agency decision to restructure, provided that such decisions shall be subject to bargaining.

**(G)** Seniority shall be a factor in promotional selection processes to the extent that one-quarter (1/4) point per year of continuous service with Kingsley Field Fire Department shall be used as a tie breaker to compute the final point total.

**(H)** All facets of the examination shall be job related and shall be structured to include a clear and definable response.

**(I)** Disputes rising over any Section or provision of this Article shall be resolved through the grievance procedure.

**(J)** All time in classification or department time shall be understood as time in the Kingsley Field Fire Department for purposes of calculating seniority.

**(K)** The Promotions Committee shall use the following formula in constructing the examination:

**(1)** Written Exam - Maximum of forty (40) points available.

**(2)** Oral Exam – Maximum of forty (40) points available.

**(3)** Practical Exercise – Maximum of twenty (20) points available.

**(4)** One quarter (1/4) point for each year of continuous service for purposes of (G) above.

### **Section 3. Forty (40) Hour Employees.**

**(A)** To be appointed to a twenty-four (24) hour Lieutenant or Captain position, the incumbent must compete in a competitive selection process the same as other prospective applicants and must meet the minimum qualifications as set forth in the agency's job announcement for the vacant position.

**(B)** The incumbent shall not have return rights to his/her former shift beyond six (6) months. After this period, to return to a twenty-hour (24) hour employee assignment, the incumbent may exercise rights as reference in A. above or by taking a voluntary demotion to fill an open Fire Fighter position. If the employee takes a voluntary demotion, he/she will return to the Fire Fighter pay scale in accordance with years or service or fill a Fire Fighter position in accordance with Article 5, Sections 2 and 3 of the parities' labor agreement.

## **ARTICLE 23 - TRAINING STANDARDS**

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

**Section 2.** Employees newly hired by the Agency who do not possess the required certification(s) will have twenty-four (24) calendar months to obtain the required certification(s). Regular status employees who do not possess the required certification(s) will have twelve (12) calendar months to obtain the required certification.

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

**Section 1. Intent.** The Employer and Agency and the Association agree that every effort must be made to reserve a work environment free from the effects of drugs, alcohol or other performance impairing substances.

**Section 2. Policy.** Any employee who reports for or remains on duty while under the influence of intoxicating liquor or illegal drug shall be subject to disciplinary action. Further, the willful possession of such a drug not medically authorized, or any other substance which impairs the job performance or poses a hazard to the employees or the public, or the sale of any such item is prohibited and will result in disciplinary action in accordance with Article 21 - Discipline and Discharge of this Agreement.

**Section 3. Medically Authorized Drugs.** It shall be the employee's responsibility to determine from his/her physician whether or not a prescribed drug may impair job performance. An indication by the physician that the employee's performance may be impaired shall be cause for the employee to be placed on light duty or sick leave. Failure to report such an impairment or failure to provide evidence of medical authorization may result in disciplinary action.

**Section 4. Employee Assistance.** The Employer will afford employees an opportunity to deal with drug and alcohol related problems. The Fire Chief will maintain information relating to the hazards of and treatment for drug and alcohol problems, and any employee may seek such information and assistance of their own accord without fear of disciplinary action and with assurance that confidentiality will be maintained throughout a process of voluntary rehabilitation. The Employer shall assist in a recognized treatment program, and provide assistance to any employee who acknowledges drug or alcohol dependency, provided that discontinued usage is a requisite for such assistance.

**Section 5. Disciplinary Actions.** Disciplinary remedies related to a drug or alcohol problem may include mandatory participation in a drug or alcohol treatment program. An employee so required shall be evaluated by an accredited professional agreed upon by the Agency and IAFF Local 3340, the cost of which shall be borne by the Agency. The employee shall provide evidence of his/her participation as required, and shall continue so long as recommended by the evaluator. Failure to comply with this provision may be grounds for further disciplinary action.

**Section 6. Drug Testing.**

- (A) The parties agree to continue the use of the random drug testing protocols currently in effect by the Agency as referenced in State Contract title 'Statewide Drug Testing for Employee With CDL's.'
- (B) An employee selected for testing will be sent within the first four (4) hours of the start of his/her shift.
- (C) Testing will be random and require testing of one (1) employee per month and will occur in the morning.

**ARTICLE 25 - SAVINGS CLAUSE**

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

**ARTICLE 26 - ENTIRE AGREEMENT**

**Section 1. Modification.** This Agreement shall be modified only in writing upon the written approval of both parties. Such modification, if any, shall become part of this Agreement on the agreed upon date.

**Section 2. Term of Agreement.** This Agreement shall be in effect from July 1, 2007 until June 30, 2009. The parties shall move to reopen this agreement on or about January 2, 2009, for the purpose of successor negotiations.

**Section 3. Successors.** In the event of the discontinuance of the relationship between the parties during the term of this Agreement, and the employment of IAFF Local 3340 members by a successor employer, this Agreement shall be binding upon that successor to the extent required by law.

**APPENDIX "A"**

**PAY SCHEDULE**

**Current – June 30, 2007**

<b>Classification</b>	<b>REPR IK</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
5555 Firefighter	SR 20	3397	3714	4024	4335	4655	4871	5102
5556 Lieutenant	SR 23	4956	5072	5313	5565			
5557 Captain	SR 25	5301	5474	5735	6007			

**With 3% COLA effective October 1, 2007**

<b>Classification</b>	<b>REPR IK</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
5555 Firefighter	SR 20	3499	3825	4145	4465	4795	5017	5255
5556 Lieutenant	SR 23	5105	5224	5472	5732			
5557 Captain	SR 25	5460	5638	5907	6187			

**Implementation of new Salary Ranges as of October 1, 2007**

<b>Classification</b>	<b>REPR IK</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
5555 Firefighter	SR 21	3825	4145	4465	4795	5017	5255	5504
5556 Lieutenant	SR 24	5224	5472	5732	6004			
5557 Captain	SR 27	5907	6187	6480	6787			

**With 3.2% COLA as of November 1, 2008**

<b>Classification</b>	<b>REPR IK</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
5555 Firefighter	SR 21	3947	4278	4608	4948	5178	5423	5680
5556 Lieutenant	SR 24	5391	5647	5915	6196			
5557 Captain	SR 27	6096	6385	6687	7004			

The Fire Inspector and Training Officer are forty (40) hour employees, classified as Captain.

**Fire Department Incentives**

Eligible Association IAFF Local 3340 employees shall receive incentive pay monthly in accordance with the following schedule:

EMT Intermediate	\$ 75.00
EMT Basic	\$ 50.00
Haz-Mat Technician	\$ 50.00

Qualification for these incentives shall be in accordance with recognized state and/or DoD certification.

International Association of Fire Fighters  
Local 3340 Kingsley Field Fire Fighters Association

**APPENDIX "B"**

**OFFICIAL GRIEVANCE FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR STATE OF OREGON

FOR IAFF LOCAL 3340

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Lindsay Ball, Director  
Department of Administrative Services

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Doug Breidenthal, Association President

---

Susan Wilson, Administrator  
DAS Human Resource Services Division

---

Eric Conner, Assoc. Vice President

---

MG Raymond F. Rees  
The Adjutant General  
Oregon Military Department

---

John Campbell, Assoc. Secty/Treasurer

---

Glenn West  
State Labor Relations Manager  
DAS HRSD, Labor Relations Unit