COLLECTIVE BARGAINING AGREEMENT

Between

LANE FIRE AUTHORITY

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 851

July 1, ~~2019~~ 2022 through June 30, ~~2022~~ 2025

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AGREEMENT AND PURPOSE

This agreement is entered into between Lane Fire Authority hereinafter referred to as "the Authority" and the International Association of Fire Fighters, Local 851, hereinafter referred to as "the Union." The parties mutually agree to negotiate a contract. It is the purpose of this document to set forth the full Agreement between the above-mentioned parties.

ARTICLE 1: RECOGNITION

1.1 The Authority recognizes the Union as the sole and exclusive bargaining agent for all regular full-time members of the bargaining unit with respect to wages, hours, and other terms and conditions of employment in the following classifications:

Firefighter
Lieutenant
Engineer
Captain
Battalion Chief
Fire Code Enforcement Officer
Prevention Coordinator

Excluding all supervisory, confidential, part-time employees, seasonal and temporary employees volunteer firefighters, and clerical employees.

1.2 Confidential and clerical employees shall not provide Fire and EMS response. The Chief, any Chief Officer, supervisory personnel, or volunteers may perform emergency response duties.

ARTICLE 2: UNION SECURITY AND CHECKOFF

2.1 This Agreement applies equally to all members of the bargaining unit. Since each employee in the bargaining unit receives the benefits provided, each must pay an amount of dues specified by the Union, or, if not a member of the Union, an amount in lieu of dues which will be specified by the Union.

2.2 The Authority agrees to deduct monthly Union dues from those employees who individually request, in writing, on an authorized payroll deduction form, that such deductions be made. The amounts to be deducted shall be certified to the Authority by the Treasurer of the Union, and the Union will indemnify, defend, and hold the Authority harmless against any claims made and against suits initiated against the Authority on account of any check off of any Union dues. The Union agrees to refund

to the Authority any amounts paid to it in error on account of check off provisions upon presentation of proper evidence thereof.

2.3 Any employee in the bargaining unit who has not joined the Union within thirty-one (31) days of this Agreement or within thirty-one (31) days of becoming an employee will pay to the Union an amount of money in lieu of dues as specified by the Union as a condition of employment.

2.4 If an employee objects to Union security based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, the employee may inform the Authority and the Union of the objection. The employee and the Union will establish a satisfactory arrangement for distribution of an amount of money equivalent to Union membership dues to a non-religious charity.

2.5 The Secretary-Treasurer of the Union will provide the Authority with written certification of changes in any amount to be deducted. The Authority will adjust the dues deduction in the time provided in 2.2 above.

2.6 The Union agrees to hold the Authority harmless for any action taken or not taken for the purpose of complying with the provisions of this article provided that upon notification of errors the Authority corrects such errors within the following pay period.

2.7 In the event the Authority creates a new classification, it will provide the Union with written notice of same and a job description and proposed salary schedule no less than fifteen (15) days prior to filing the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new classification.

ARTICLE 3: AUTHORITY SECURITY, NO STRIKE, NO LOCKOUT

3.1 The Union will not initiate, engage in, and no employee(s) will participate nor engage in, any strike, sympathy strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The Authority will not lock out employees during the term of this Agreement, provided, however, that the Authority will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the Authority's judgment, to warrant continuation of part or all of its operations.

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3.2 Should a strike, sympathy strike, slowdown, picketing, boycott, or other interruption of work occur, the Authority shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the Authority's request in writing.

3.3 In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the Authority shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 Except as expressly limited by other provisions of this Agreement and statutory provisions, all of the authority, rights, and responsibilities possessed by the Authority and retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the Authority; to determine the facilities, methods, means, and number of personnel required for conduct of Authority programs and departments; to develop and administer examinations, to recruit, hire, evaluate, train, promote, assign, and transfer employees; to determine the need for a reduction or an increase in the work force; to direct employees, deploy, and utilize the work force; to adopt, enforce, and revise all employee conduct rules and policies; to establish specifications for each class or position and to classify or reclassify and to allocate or reallocate new and existing positions; and to discipline or discharge regular full-time employees for just cause in accordance with the provisions of this Agreement.

4.2 It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above and that all rights and responsibilities of the Board of Directors of the Authority not specifically modified by this Agreement shall remain the function of the Board. Neither a decision nor the implementation of a decision concerning the foregoing shall be subject to collective bargaining or the grievance procedure.

ARTICLE 5: WORK RULES - RETENTION OF BENEFITS

5.1 Wages, hours, and working conditions enjoyed by employees as of July 1, ~~2013~~ **2022,** which are not included in this agreement, and which constitute employment relations

shall remain in full force, unchanged and unaffected during the term of this agreement unless changed in conformance with Section 5.2 and 5.3 below.

5.2 The existence of a bargaining obligation and any bargaining required pursuant to such obligation shall be in accordance with applicable Employment Relations Board rulings and PECBA decisions.

5.3 The parties agree that if matters of employment relations not addressed by this agreement are to be modified, the Authority will give the Union written notice prior to such action and will, upon request, meet with the Union to negotiate the change and its impact.

ARTICLE 6: UNION REPRESENTATIVES

6.1 Up to two (2) Union representatives shall attend meetings with the Authority, without loss of pay, to negotiate labor contracts between the Authority and IAFF, Local 851 or to meet with the Authority under the provisions of the grievance clause, but not arbitration, of this agreement.

6.2 The Authority will be given a minimum of seventy-two (72) hours advance notice, or as much notice as possible, of time off for Union business when a Union representative will be absent from work.

6.3 Time off for other Union Activities: Union representatives, with the Authority's agreement, may attend Union functions other than those in 6.1 on paid time off, so long as their absence does not, in the Authority's judgment, hamper the operations of the Authority.

6.4 The Union may engage in reasonable use of the Authority's e-mail system. The Union and Authority agree to develop an e-mail usage policy.

6.5 Joint Labor Management Committee

a. Purpose: To improve communication between the Union and Management, the parties agree to establish a Joint Labor Management Committee (JLMC). JLMC shall discuss ongoing labor-management issues including, but not limited to, productivity, employee morale, and mutual problem solving. The JLMC is a forum for Management and Labor to share information on Fire Operations and initiate projects that improve overall effectiveness and efficiency. The JLMC shall not engage in collective bargaining, nor shall it have authority to amend the terms of the Agreement or to be involved in the grievance procedure.

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b. Committee Composition: The JLMC membership shall consist of an equal number of participants not to exceed 3 per side. The JLMC shall establish its own protocols.

c. Meetings: The JLMC shall meet at least quarterly. Either party may request additional meetings or cancel meetings.

d. Participation: Because participation is viewed as mutually beneficial for the Authority and the Union, no person will be penalized for or benefit from participation in this group. Members will not suffer loss of pay for time spent in the JLMC meetings during their regularly scheduled work shift.

ARTICLE 7: SENIORITY

7.1 Unit Seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined by the ranking of the hiring list.

7.2 Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have a seniority date computed on the basis of periods of time served in the bargaining unit.

7.3 Classification seniority means the length of continuous service since the employee's promotion or appointment to a grade or classification. Classification seniority for each grade or classification held continues even though the employee is promoted to a higher grade or classification.

7.4 Lay off means a reduction in the work force.

a. In the event of a reduction in the work force, layoffs shall be made within each job classification on a basis of reverse order of seniority within the affected classification. An employee laid off from his/her job classification will be entitled to bumping rights as defined in provision 7.5 below.

b. Except in the event of an emergency, the Authority will notify the Union at least thirty (30) days in advance of layoffs.

c. The Authority agrees, to the extent practicable, to allow employees to transfer or demote to other open positions for which they are qualified in lieu of layoff.

7.5 Bumping means the displacement of an employee in a lower classification by an employee with more classification seniority.

In the event of a work force reduction, employees to be laid off from a job classification may elect to bump into a lower classification provided:

a. The employee has previously served in such classification;

b. The employee is qualified to perform the job duties of the lower classification. Qualifications must be achieved within thirty (30) calendar days' notice of bumping opportunities and exceptions may be granted on a case-by-case basis; and,

c. The person displaced has less classification seniority than the person displacing him/her.

7.6 Recall: Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. If the employee has not been recalled within the twenty-four (24) month period, s/he will be terminated. Employees shall be called back in seniority order.

a. Employees may be offered recall to other classifications for which they meet minimum qualifications. If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.

b. It is the responsibility of employees on layoff status to maintain a current address on file with the Authority. The Authority will notify employees of recall in person, by telephone, or, if necessary, by certified letter mailed to the employee's last address on file. Any employee who declines recall to the last classification held, fails to contact the Authority within fourteen (14) calendar days of notice, or fails to report for work within thirty (30) calendar days of notice shall be removed from the recall list and considered to have terminated employment with the Authority. The Authority may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff.

c. If an employee is recalled within twenty-four (24) months, his/her unit seniority will be protected and s/he will be given unit seniority credit for the time s/he was laid off.

d. If an employee bumps to a lower classification or voluntarily transfers or demotes in lieu of layoff, s/he will have recall rights to their former classification. In these situations, employees will be recalled in classification seniority order. The twenty-four (24) month time frame for recall will not apply to this type of recall.

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7.7 Probation: The entry probation period is twelve (12) months. An employee promoted to a higher classification shall be deemed on probation for a period of twelve (12) months in that classification and must prove their qualifications to do the work to the Employer's satisfaction during the promotional probationary period through evaluation, and if necessary, remediation. If the employee does not progress beyond the promotional probation, the employee will be returned to his or her previous classification.

7.8 An employee loses seniority if s/he:

a. Voluntarily quits work or retires;

b. Is discharged;

c. Fails to return from layoff to the last classification held within thirty (30) calendar days following the request to do so;

d. Is laid off for more than twenty-four (24) months;

e. Fails to return from a leave of absence within three (3) calendar days following the expiration of the leave after the Authority has made a reasonable effort to notify the employee of such expiration, unless the employee shows good cause; or

f. Is unable to show that he/she has retained the required certification or is unable to perform the physical requirements contained in the job description for the position. Laid off employees may attend certification training programs on employee's own time and without additional costs to the Employer. Failure to reinstate an employee under this provision is subject to the grievance procedure.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 A grievance is defined as any dispute arising between the parties as to the application, interpretation or meaning of any provision of this Agreement.

8.2 Grievances will be processed in the following manner and within the following time limits:

STEP 1. A grievance shall be submitted to the Assistant Chief of the division the employee works within or the Union President within fifteen (15) calendar days of the date the aggrieved party knew or reasonably should have known of the action giving rise to the grievance. The grievance shall be reduced to writing, signed by the employee or Union and shall include:

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a) A statement of the grievance and the facts upon which it is based;

b) The remedial action requested; and

c) The provision(s) of the contract in dispute.

The Assistant Chief shall meet with the aggrieved party within ten (10) calendar days of receipt of the grievance, and render a decision in writing within ten (10) calendar days of the meeting.

STEP 2. If the grievance remains unresolved at Step 1, the grievance may be submitted in writing to the Fire Chief with all pertinent information within ten (10) calendar days of the date of the Assistant Chief's response at Step 1. Employer grievances shall be filed at Step 2 and the Union President shall render a decision within twenty (20) calendar days from the grievance meeting. The Fire Chief or his representative shall meet with the Union, and shall render a decision in writing within twenty (20) calendar days of the Step 2 grievance hearing.

STEP 3. If the grievance remains unresolved at Step 2, the Union or the Employer (if an Employer grievance) may request arbitration in writing within ten (10) calendar days of the Step 2 response. An arbitrator shall be selected in the following manner: A list of seven (7) Oregon arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until only one name is left. The grieving party shall strike the first name. The one remaining name after such striking shall be the arbitrator. The power of the arbitrator shall be limited to interpretation of this contract. The arbitrator shall have no power to alter, modify, add to or subtract from the terms of the Agreement. All other expenses incurred by either party including but not limited to representation fees, witness fees or transcript requested by one party, shall be paid by the party incurring the expense. The decision shall be binding on both parties. The cost of the arbitrator's expenses shall be shared equally by the parties.

All time limits specified in the grievance procedure may be waived by mutual written consent of the Union and Authority. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the Authority to adhere to timelines contained in this article shall result in the grievance moving to the next step.

8.3 The parties agree that the use of the grievance procedure by the Union member for any grievance, the subject of which would otherwise be under the review of the Authority's Civil Service Commission, shall be considered a waiver of the member's right to avail themselves of the appeals process of the Civil Service system.

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ARTICLE 9: CONVERSION OF WAGE AND LEAVE ACCRUALS

9.1 Employees transferring from the fifty-six (56) hour work period to the forty (40) hour work week for greater than two (2) weeks, will have their hours and benefits converted to assure the same total dollar value for a given benefit or time. The conversion factor is 1:1.4. A reverse conversion of hours and benefits will be made for employees converting from the forty (40) hour work week to the fifty-six (56) hour schedule.

ARTICLE 10: UNIFORMS

10.1 All uniforms, protective clothing, boots, and protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the Authority.

10.2 Replacement of uniforms shall be on an as-needed basis.

ARTICLE 11: HOURS AND OVERTIME

11.1 Schedules: The schedule for employees will be either forty (40) hours per week, (known as "day shift employees"), or forty-eight (48) hours on/ninety-six (96) hours off ("24 hour employees"). The Authority reserves the right to continue existing alternative work schedules which in its judgment meet Authority needs.

a. For day shift employees: The normal schedule for employees will be forty (40) hours per week as assigned on the duty schedule. There is no intent in this article to change the current scheduling process in place by the Authority.

i. Any hours worked in excess of the day shift employee's normal schedule, but less than or equal to fifty-three (53) hours, will be compensated at straight time for those hours worked if the employee chooses to respond to an emergency call.

ii. Any hours worked in excess of the day shift employee's normal schedule, will be compensated at time and a half if the employee is directed by the Fire Chief to hold over beyond the hours of his shift, to complete training, or other non-emergency purposes.

iii. All hours worked by day shift employees in excess of fifty-three (53) hours will be compensated at time and a half.

b. For shift employees: The normal schedule for employees will be those hours assigned in a twenty-four (24) hour period beginning with the start of the employee's scheduled shift. Overtime means pay at the rate of time and one-half for hours worked in excess of their assigned shift. Overtime will be rounded to the nearest quarter hour.

c. Fifty-six (56) hour employees who are assigned to a position of equal rank by management to work a forty (40) hour schedule shall receive five percent (5%) of their base pay rate, before other incentives, as a shift differential for the duration of that assignment

11.2 Work week/period:

a. For day shift employees: The pay period means the fourteen (14) day period adopted by the Authority per Section 207(k) of the Fair Labor Standards Act to establish a seven day work week beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. the following Saturday for a total of fifty-three (53) hours. The work schedule for the employee involves work days and hours to be determined by the Chief that will meet the needs of the Authority and is scheduled for the employee.

b. For shift employees: The pay period means the fourteen (14) day period adopted by the Authority per Section 207(k) of the Fair Labor Standards Act to establish a seven day work week beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. the following Saturday for a total of fifty-six (56) hours. Work schedule involves work days and hours to be determined by the Chief that will meet the needs of the Authority and is scheduled for the employee.

11.3 As used in this article:

a. Call-back means those hours worked which are not contiguous with an employee's assigned shift.

b. Holdover means those hours worked in excess of, and contiguous with, the end of an employee's assigned shift.

c. Emergency Overtime means those hours worked for fire or other emergencies which require the call-back of additional personnel to augment on-duty personnel

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or to maintain minimum staffing levels when on-duty personnel are involved in emergency situations.

11.4 Call-back pay is a guarantee of a minimum number of hours of overtime. Employees will receive call-back pay when called back to work outside their regular work schedule, except when the hours worked are contiguous with an employee's shift. When the hours worked are contiguous with an employee's shift, overtime will be paid only for the actual hours worked. Call-back pay for emergency overtime is three (3) hours.

11.5 The Authority has the right to draft an employee if no one voluntarily accepts the assignment. The Authority and the Union will mutually establish a drafting procedure based primarily on inverse seniority.

11.6 Compensatory Time:

a. Employees may accrue a maximum of 112 hours of compensatory time. This maximum may be temporarily increased to no more than 144 hours by submitting a written request to the fire chief but such temporary increase shall be limited to a duration of no more than ninety (90) days, by which time the compensatory time in excess of 112 hours must either be used or cashed out. Employees may elect to take up to fifty (50) hours per pay period of accrued compensatory time as pay in lieu of time off.

b. Management will retain the right to manage the granting of time off in such a way that the mission of the Fire Authority is not adversely impacted by the absence of employees, but shall endeavor to honor requests for time off when possible.

c. The Authority determines when overtime is to be worked and in what classification, consistent with good safety standards, and based on staffing requirements as detailed in the Lane Fire Authority SOG Manual, SOG E-1S.3.1 Minimum Staffing Non-routine Scheduling.

d. Management also retains the right to limit overtime worked, i.e., to send personnel home when, in the judgment of management, the employee has worked such hours in excess of the normal work week that either the welfare of the employee is being adversely affected, or the number of hours worked is creating a financial burden on the Fire Authority.

11.7 Forty (40) hour employees, working overtime assignments on the line will receive the appropriate base twenty-four (24) hour shift employee wage rate. The overtime

rate for working on the line will be calculated using a blended rate of the forty (40) hour earnings and the twenty-four (24) hour shift employee earnings, in accordance with FLSA. Additionally, twenty-four (24) hour shift employees will receive the appropriate base forty (40) hour employee wage rate working overtime assignments not associated with response. The overtime rate for working non-response related overtime will be calculated using a blended rate of the twenty-four (24) hour shift employee earnings and the forty (40) hour earnings, in accordance with FLSA. Employees working overtime assignments outside their normal classification will earn at least the overtime rate for that classification.

11.8 Training Reimbursement

Training assigned by the Authority that an employee is obligated to attend is considered mandatory training. For mandatory training, any overtime earned will be given contract overtime. Training related to promotional programs is not covered by this provision with the exception of the Fire Officer Academy.

11.9 Tuition Reimbursement

Tuition reimbursement shall be in accordance with Lane Fire Authority Policy P-6.4 as adopted 4/20/2017.

11.10 Field Training Paramedics Incentive

District Paramedics who are working on the Medic Unit and functioning as the Preceptor for a paramedic student intern assigned by the District shall receive four percent (4 %) additional pay over their base pay for the hours during which the student intern is working with the medic unit. For Medic Units with two paramedics, each Paramedic will receive two percent (2%) additional pay over their base wage for the hours during which the student intern is working with the medic unit. This incentive will only be paid if the paramedic school provides reimbursement to the District for providing the internship.

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ARTICLE 12: ACTING IN CAPACITY COMPENSATION

Compensation rates for members acting in capacity as a Lieutenant and acting in capacity as a Captain effective June 24th, 2018 are as follows:

Lieutenant AIC	Captain AIC
~~12-23 hours: $22.50~~	~~12-23 hours: $35.00~~
~~24 hours: $45.00~~	~~24 hours: $70.00~~
Additional $2.00 Per Hour Over Normal Salary	**Additional $3.00 Per Hour Over Normal Salary**

ARTICLE 13: DISCIPLINE & DISCHARGE

13.1 No employee who has completed the initial employment probationary period with the Authority shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, demotion, and discharge.

13.2 If the Authority determines there is just cause for reprimand, demotion, suspension, or discharge, the Authority shall provide the employee, with a copy to the Union, with written notice of the proposed disciplinary action, the grounds for such action, and the right of the employee to respond either orally or in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least fifteen (15) calendar days prior to the proposed effective date of the action.

13.3 Upon request of the employee, the Authority shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.

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13.4 Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, the Authority reserves the right to the use of such documentation to refute a claim regarding the employee's overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:

Step 1 - written record of oral reprimand	1 year
Step 2 - written reprimand	2 years
Step 3 - suspension or demotion	4 years

13.5 If subsequent conduct occurs that leads to discipline of a written reprimand or greater during this period of time, all current disciplinary action may continue to be relied on.

13.6 Any expired discipline will not be considered by promotion boards, referred to in written performance evaluations, nor relied upon as a basis for progressive discipline.

13.7 No information that reflects critically upon an employee shall be placed in a personnel file without the review and the signature of the employee. The employee's signature confirms only discussion and presentation of the document to the employee, and does not indicate agreement or disagreement. The employee or the Union (with the employee's signature) has the right to attach a statement of rebuttal to any information placed in the personnel file.

13.8 No documentation regarding unfounded complaints shall be placed in an employee's personnel file, used in reviews for promotion, referred to in written performance evaluations, nor relied upon as a basis for discipline or future discipline.

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ARTICLE 14: HOLIDAY AND VACATION LEAVE

14.1 Shift employees shall accrue annual vacation leave as follows:

a. 56-Hour Employees:

Years of Service	24 hour shifts	Holiday	Pay Period	Total accrual per pay period	Maximum Accrual
0-2	6	7.38	5.54	12.92	408
3-5	10	7.38	9.23	16.61	552
6-10	12	7.38	11.08	18.46	624
11-15	16	7.38	14.77	22.15	768
16-20	19	7.38	17.54	24.92	876
21-25	23	7.38	21.24	28.62	1020
25+	26	7.38	24	31.38	1128

b. 56-Hour Employees hired on or after July 1, 2011:

Years of Service	24 hour shifts	Holiday	Pay Period	Total accrual per pay period	Maximum Accrual
0-2	4.5	5	4.15	9.15	292
3-5	8	5	7.38	12.38	418
6-10	10	5	9.23	14.23	490
11-15	13	5	12	17.00	598
16-20	16	5	14.77	19.77	706
21-25	19	5	17.54	22.54	814
25+	22	5	20.31	25.31	922

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c. Day Shift Employees

Years of Service	9 hour days	Pay Period	Maximum Accrual
0-2	12	4.15	162
3-5	15	5.19	203
6-10	18	6.23	243
11-15	22	7.62	297
16-20	24	8.31	324
21-25	28	9.69	378
25+	31	10.73	419

14.2 With the exception of Tier 1 employees hired on or before July 1st, 2016, no employee may accrue a vacation balance in excess of one and one half (1 ½) times the maximum annual accrual. At such time as the employee is within 2 years of eligibility for retirement with PERS, this cap increases to double the maximum accrual plus 80 hours. Current employees at the time of this agreement who have accrued vacation balance in excess of one and one half (1 ½) times the maximum annual accrual may maintain this balance until such time as the balance is below one and one half (1 ½) times the maximum accrual, but shall not increase this balance.

14. 3 Employees reaching the caps on vacation and holiday hours shall be given sufficient opportunity to use the hours or shall be paid for the time over the caps.

14.4 Vacation selection will be according to current Authority practice.

14.5 Accrued and unused vacation benefits shall be paid upon termination of Authority employment. Vacation credits shall not accrue during any unpaid leave of absence.

14.6 Day shift employees, the following holidays are recognized and observed paid holidays:

January 1, New Year's Day
Martin Luther King Jr. Day
Memorial Day
July 4th, Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving

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December 25th, Christmas Day
One Floating Holiday

14.7 Shift employees will accrue holiday leave at the rate of 7.38 hours per pay period. Shift employees hired after July 1, 2011 will accrue holiday leave at the rate of 5 hours per pay period. Maximum holiday accrual is one time the annual accrual.

14.8 When a scheduled holiday falls on Sunday, it will be observed on the following Monday. When a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Day Shift employee's normally scheduled day off, the holiday will be observed on a day of the employees choosing during the same pay period.

14.9 Day shift employees who are off work on a leave of absence shall not receive holiday pay. Day shift employees who are off work due to sickness or vacation shall be paid for the holiday in lieu of using vacation or sick leave credits.

14.10 If a holiday falls during a day shift employee's scheduled vacation, the employee will receive holiday pay for the day, if eligible for such pay, and will not be charged vacation benefits for the day.

14.11 If a day shift employee's normal workday falls on a holiday observed by the Authority and they are unable to take that day off, the employee shall be paid their regular rate plus half time for all hours worked and be given an additional day off of their choosing during the same pay period. If an employee is able to take the holiday off but chooses to work, they will be allowed to flex their paid holiday time off to another day during the same pay period with supervisor approval, however they will not receive the additional half-time pay.

ARTICLE 15: HEALTH AND LIFE INSURANCE

The Authority shall continue the current health insurance plans, at the current levels, with no cost to employee's subject to the following provisions:

a. The Authority will give notice and be ready to bargain any changes with the Union with implementation of any plan changes and costs by March 1 of each year, provided that the predicted costs to the Authority increase in excess of 10% annually. In this event, the contract shall be re-opened on the issue of premium sharing and/or plan design.

b. Effective with the date of implementation of this contract, or as soon as allowed thereafter, the Authority will provide health insurance coverage as provided by

Special Districts Insurance Services, Medical **OFCA** Option ~~2~~ **1** with ~~RX Option 1 and~~ vision, **and Dental OFCA Option 1**, or a substantially comparable plan. The Authority will pay the full health benefit premium for employees and dependents.

c. The Authority agrees to maintain an employee HRA-VEBA account for all employees who have completed their probationary period. The Authority agrees to contribute the sum of $3,000 for each single party, and $6,000 for two-party or family coverage into the HRA account. The account shall be governed by the terms and conditions as set forth in the account, and attached to this agreement as Appendix B. The accounts will be fully funded on January of each calendar year. Upon completion of probation, the new employee's account shall be retroactively funded for the year of probation, and then prospectively funded on a pro-rated basis to bring their account current to the next January.

   Copies of the documents establishing the HRA-VEBA are attached to this contact as appendices.

d. The Authority shall provide a term life insurance benefit and an accidental death dismemberment benefit of $100,000 per member. The union acknowledges that the amount of the premium for the portion in excess of $50,000 is a taxable benefit per current IRS regulations, and the required taxes will be deducted from the employees' wages out of each paycheck.

e. This benefit shall be available for represented employees regularly scheduled to work thirty (30) hours or more per week.

ARTICLE 16: WELLNESS PROGRAM

16.1 Wellness-Fitness

The Fire Authority and IAFF Local 851 recognize the benefits of a healthy and fit workforce. To that end, the Authority and Association agree to utilize the Fire Service Joint Labor Management Wellness-Fitness Initiative as a guide to the department's Wellness Fitness Program. Both parties agree to support the department's Wellness Fitness Program. Support will include, but is not limited to maintaining:

a. Core group of Peer Fitness Trainers not to exceed seven (7) individuals

   i. Reimbursement for required continuing education credits and recertification fees for all Peer Fitness Trainers.

ii. Initial certification for new Peer Fitness Trainers as needed.

b. Peer Fitness Trainer equipment

c. Materials required by WFI initiative

d. Nutritional education

e. Behavioral Health education

16.2. Medical Physicals/Fitness Assessments

a. Each member shall receive an initial NFPA compliant medical exam at no cost to the member.

b. The initial medical exam will be conducted as outlined in Chapter 2 of the WFI manual. IAFF Local 851 recognizes that the pre-employment physical substantively meets the WFI physical criteria and can be used as the WFI implementation physical for new employees.

c. Periodic physical exam

   The Fire Authority will provide periodic medical exams on an age/needs based schedule set by the Department Occupation Health Physician. The evaluation schedule is as follows: members over 51 and older will meet with the physician annually, 40-50 years of age will meet every two years, and members less than age 40 will meet with the physician every three years. These exams will be at no cost to the member.

d. WFI Fitness Evaluation

   Each member who has completed an annual physical shall complete an annual non-punitive and confidential fitness assessment from a PFT as outlined in Chapter 3 of the WFI manual. Fitness assessment shall be conducted in the first full week of February of each year.

16.3 Work Capacity Test (WCT)

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Lane Fire Authority utilizes the family of job-related Work Capacity Tests (WCT) as LFA's method of assessing firefighter fitness levels prior to OSFM wildland conflagration deployments. The WCT is meant to ensure that those participating in wildland deployments requiring frequent physical exertion are able to perform their duties efficiently and safely, with a minimum of stress, and for extended periods of time in order to effectively meet agency goals.

a. Members will be given at least five (5) weeks' notice prior to the administration of the WCT. Members must pass the WCT to be eligible to sign up for the LFA wildland conflagration list. Members must have received medical clearance via an NFPA 1582 medical exam as lined out in the department Health and Wellness Policy prior to participating the WCT.

b. Of the three Work Capacity Tests (Arduous, Moderate, and Light), LFA will be utilizing the Moderate Field Test. This test is used to simulate "duties that involve field work requiring complete control of all physical faculties and may include considerable walking over irregular ground, standing for prolonged periods of time, lifting 25 to 50 pounds, climbing, bending, stooping, squatting, twisting and reaching. Occasional demands may be required for moderately strenuous activities in emergencies over long periods of time. Individuals usually set their own work pace". (PMS 310-1)

   The Field Test is a job-related test of work capacity designed for those with moderately strenuous duties and is a 2-mile hike with a 25-pound pack over level terrain in 30 minutes.

c. The course must be essentially level and have a firm, relatively smooth walking surface. It must be sufficiently wide enough to permit participants to walk without their pace controlled by others – such as narrow trails where passing may be difficult. A middle/high school track is recommended. Course length will be verified using a measuring wheel prior to testing.

d. BLS standby will be provided at all times during WCT.

ARTICLE 17: USE OF ALCOHOL AND DRUGS

The Authority and the Union jointly recognize that drug or alcohol misuse by an employee would be a threat to the public welfare and the safety of Fire Authority personnel. It is the policy of the Fire Authority to prevent drug and alcohol misuse by providing education and assistance to all employees. Prohibited conduct is outlined below and may be further defined in Fire Authority policy.

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a. The use of, or being under the influence of, alcohol shall not be permitted at the work site and/or while on duty or standby.

b. The use of, or being under the influence of controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812) is prohibited on and off duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed and where its use does not present a safety hazard or otherwise impact an employee's performance or Fire Authority Operations. Marijuana is defined as, and considered a controlled substance drug for the purpose of this Agreement, as defined by the Federal Controlled Substance Act (21 U.S.C §812).

   1) Employees shall inform their supervisor about any prescription or over-the-counter drugs they are using which could adversely affect their physical or mental faculties to any perceptible degree.

   2) Employees shall inform their supervisor if a controlled substance is ingested unintentionally so that appropriate medical steps may be taken to ensure the employees' health and safety. Employees should follow Fire Authority policy for reporting the exposure.

All employees will be fully informed of the Fire Authority's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.

Drug or alcohol testing shall occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job. Reasonable suspicion could include, but is not limited to, observations concerning appearance, behavior, conduct, or speech.

Event testing shall follow DOT 49 CFR Part 382.303:

For the purpose of this Agreement, IAFF Local 851 and the Fire Authority recognize this language refers to Fire Authority vehicles instead of commercial motor vehicles.

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(a) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol for each of its surviving drivers:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(b) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for controlled substances for each of its surviving drivers:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Random or massive testing is prohibited except as specifically provided for in this Article.

No testing may be conducted without the approval of a Lane Fire Authority supervisor. When giving notice of testing, the employee will be given brief documentation of the

reason for the test. Any subsequent documentation will be given to the employee prior to any action being taken.

Testing Procedures: Samples will be tested for chemical adulteration, alcohol, and controlled substances (drugs). Accepted DOT and/or SAMHSA methods and standards will be employed for the collection of breath alcohol and/or urine samples.

a. Drug and Alcohol Testing Laboratory: The Fire Authority and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and breath alcohol analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine shall be reported as such.

b. Test Result Standards for Drugs: Test results for drugs shall be evaluated and judged based DOT Rule 49 CFR Part 40 Section 40.87.

c. Test Result Standards for Alcohol: Test results for alcohol shall be considered positive when the individual's breath alcohol content is .03 percent or greater.

d. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.

    1) Any urine screening shall be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the Fire Authority and the Union.

    2) Alcohol tests shall be performed by standard breath alcohol test.

    3) If available, oral mucosal testing may be utilized.

e. Procedures to be Used When the Breath and/or Urine Sample is Given and Assessed:

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1) The employee will be transported as soon as possible to the Fire Authority's occupational health provider during normal business hours or will be tested on site via Med Express during non-business hours. If medical treatment beyond the capability of Med Express is required, a breath/ and or urine sample will be collected by Med Express at the Fire Authority's designated hospital. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

2) Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

3) Any unusual circumstances that arise during testing should follow DOT Rule 49 CFR Part 40.

4) Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the Fire Authority's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.

5) If the test results exceed the limits specified in this Article excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results prior to the Fire Authority being notified, and will be provided with copies of all documents pertinent to the test. The member will have 72 hours from the time they are informed of a positive test to have the second test performed on the split sample.

6) Each step in the collecting and processing of the breath and/or urine specimens shall be documented to establish procedural integrity and chain of custody.

7) The Fire Authority shall bear the cost of all required tests. If an employee chooses to test the second sample, the employee shall pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in

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a false positive, the Fire Authority will reimburse the employee for the cost of the second sample testing.

8) Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.

9) All test results shall be evaluated by a suitably trained physician.

10) Test results shall be treated with the same confidentiality as other employee medical records.

Any activity which purposely interferes with this Article may be grounds for disciplinary action as described in Article 13. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this Article to determine the presence of drugs or alcohol; or failure to comply with the requirements of this Article.

Consequences of Positive Test Results:

a. An employee who tests positive for alcohol or controlled substances may be disciplined as described in Article 13, any recent unintentional exposure reports shall be taken into consideration.

b. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article shall be referred to a Substance Abuse Professional (SAP) at the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling shall be considered in determining what, if any, disciplinary action may be taken.

c. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during the period, he/she will be subject to immediate discipline, which may include discharge.

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The cost of treatment and required time away from work shall be covered as defined in the provisions of this Agreement for non-occupational illnesses or injuries and current insurance policies.

Employee Rights:

a. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Union representation must be available within two hours of the notification of testing. Nothing herein restricts the employee's right to representation under general law.

b. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee shall be provided with a copy of the results and all documentation on the testing shall be sealed and maintained in a secure place. All test results shall be kept confidential by the Fire Authority.

c. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody and the accuracy rate of the laboratory.

If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment so long as the employee maintains the necessary credentials to perform their assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the Fire Authority arising from the administration of the drug and alcohol testing program.

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ARTICLE 18: EMPLOYEE ASSISTANCE PROGRAM

18.1 Purpose: The objective of the Employee Assistance Program (EAP) is to assist and retain valued employees. The purpose of the Employee Assistance Program is to provide services through appropriate arrangements with outside resources. The program provides problem assessment, short-term counseling, and referral services. Costs for these services are covered by the Authority on an annual contract basis. Any additional services not covered by the insurance will be the responsibility of the employee.

18.2 Application of Program: The Employee Assistance Program applies to all employees. The EAP is available to employees and their families on a self-referral basis. Employees or family members who have need for such a program are encouraged to use this service. Participation in the program will not jeopardize an employee's job security, promotional opportunities, or reputation.

All records and discussions of participants are strictly confidential. Records of participants shall be kept by the counseling agency and are not to be made a part of the employee's personnel file. The Authority will not be informed of matters discussed unless the employee requests so in writing. Sick leave will be granted for treatment/rehabilitation on the same basis as is granted for ill health. Consideration will be given for the use of leave-without-pay upon written request by the employee. This policy does not alter or replace other policies or terms of the current Labor Agreement.

ARTICLE 19: WORKERS' COMPENSATION

The Authority shall provide benefits as required by State law for injuries and illnesses arising out of, and in the course of, employment with the Authority. Employees who must take time off from work as a result of such injury or illness shall receive compensation as scheduled by law. Additional payment by the Authority of an amount equal to the difference in payments scheduled by law and the employee's regular net take-home pay shall be paid by the Authority for a period of time not to exceed one-hundred eighty (180) calendar days from the date the claim qualifies as "disabling". After this period, an employee may use accrued vacation, holiday time, compensatory time, and sick leave for such supplement unless the Authority has offered light duty for which the employee has received medical release.

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ARTICLE 20: WAGES

20.1 Wages shall be paid and adjusted according to the schedule in Appendix A, attached and made part of this agreement.

20.2 Effective July 1, ~~2019~~ **2022,** wages and salaries shall be increased by four percent (4%) over the previous year's salaries. Wages and incentives are reflected in Appendix A.

20.3 Effective July 1, ~~2020~~ **2023**, wages and salaries shall be increased by ~~three and one half~~ **five** percent (~~3.5%~~ **5%**) over the previous year's salaries. Wages and incentives are reflected in Appendix A.

20.4 Effective July 1, ~~2021~~ **2024**, wages and salaries shall be increased by ~~three~~ **six** percent (~~3%~~ **6%**) over the previous year's salaries. Wages and incentives are reflected in Appendix A.

ARTICLE 21: RETIREMENT

21.1 The Authority shall participate in the Oregon public retirement plans established in ORS Chapter 238 and ORS Chapter 238A for members of the bargaining unit.

21.2 Effective January 1, 2017, the Authority will withhold six percent (6%) of each Union Member's salary to generate the funds necessary for the Authority to make the employee contributions to PERS on behalf of the employee

21.3 Effective January 1st 2017, as of the date that an employee becomes a member of the public retirement plan's Individual Account Program (IAP), the Authority agrees to withhold six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238A, as the employee's contribution to the employee's IAP account. Such contributions, although designated as employee contributions, will be paid by the Authority to PERS on behalf of the employee. Employees do not have the option of paying such contributions directly to PERS. Under applicable retirement law and administrative rules, this money continues to be the employee's money to which s/he is entitled upon retirement or withdrawal from contribution to PERS.

21.4 If a law change invalidates any provision of this article during the term of the agreement the parties agree that this article shall be reopened.

21.5 Upon PERS qualified retirement from Lane Fire Authority, there shall be a continued annual contribution to the employee's HRA-VEBA account, calculated as follows: For each full year of service with Lane Fire Authority or any of its predecessor

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districts (Lane Rural Fire/Rescue, Lane County Fire District #1, or Santa Clara Fire District) the amount shall be $600 per year for each year of service, to a maximum of $6,000 per year. This payment shall continue until the retired employee becomes eligible for Medicare. If the employee leaves LFA for any reason other than a PERS qualified retirement, this benefit shall be forfeit.

ARTICLE 22: SICK LEAVE

22.1 Forty (40) hour employees will accrue sick leave at the rate of 8 hours per month (3.69 hours per pay period), and may accrue up to 1350 hours maximum

22.2 Shift employees will accrue sick leave at the rate of 24 hours per month (11.08 hours per pay period) and may accrue up to 1890 hours maximum. Shift employees hired after July 1, 2011, will accrue sick leave at the rate of 15 hours per month (6.92 per pay period).

22.3 A doctor's verification of illness may be required for any illness beyond three working days or shifts, in cases of frequent use of sick leave, or when the pattern of sick leave usage indicates the potential abuse of sick leave.

22.4 According to applicable law, unused sick leave will be used in retirement benefit calculations.

22.5 An employee may make a donation of accrued sick leave for another employee provided the employee receiving the donation is absent from work for an extended period of time because of an injury or illness. An employee may donate up to twenty-four (24) hours per calendar year for each incident; however, the donating employee's sick leave bank shall not be reduced below 50% of their allowed accrual cap by making donations. Hours donated between employees with different classification will be adjusted in accordance with conversion factors listed in Article 9 of this agreement.

ARTICLE 23: LONG TERM DISABILITY

The Authority will provide a long-term disability benefit for bargaining unit members disabled due to off- or on-the-job injury or illness. The long-term disability benefit will insure sixty percent (60%) of the employee's base salary at the time of the disabling injury or illness (up to $6,500 of covered salary per month). Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. Employees with an accepted claim for long-term disability

benefits shall not be terminated until one (1) year has lapsed from the first day of total disability. After ninety (90) days from the first day of total disability, the eligible employee will be on leave from the Authority without pay unless receiving the sick leave benefit as provided in this contract.

ARTICLE 24: MILITARY LEAVE

An employee with six (6) months' service with the Authority who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) calendar days in any training year. Employees are paid only for their regular scheduled work days during the 15-day period. Employees are expected to inform the Authority of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty, provides them to the Authority, and returns to his/her position immediately upon expiration of the period for which s/he was ordered to duty. Leave without pay will be allowed in accordance with State and Federal laws for reserve military training of any length of time, including weekends, and for those employees entering military service for extended or indefinite periods of active duty.

ARTICLE 25: COMPASSIONATE LEAVE

25.1 In the event of a death in the immediate or extended family (spouse, parent, child, sibling, grandchild, or grandparent, mother- or father-in-law, sister- or brother-in-law, domestic partner, and/or any family member living in the employee's personal household), the Authority shall grant an employee time off with pay to make funeral arrangements and to attend the funeral. In the event of the death of a person of significance, who is not a relation specifically listed above, the Authority, at its sole discretion may grant the employee time off under this Article.

25.2 Day shift employees may use up to five (5) working days compassionate leave. Shift employees may use up to two (2) twenty-four (24) hour shifts. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer. Sick leave may be used if additional time off is needed.

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ARTICLE 26: WITNESS OR JURY DUTY

Employees will be paid full salary for the duration of their scheduled shift, at straight time wages, when required to serve on a jury or are subpoenaed as a witness. All moneys received as witness fees or pay for jury duty will be signed over to the Authority, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the Authority by the employee. If, as a result of his/her official duties, an employee is required to appear in court as a witness for the Authority, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

ARTICLE 27: PERSONAL LEAVE WITHOUT PAY

27.1 An employee may be granted a personal leave of absence without pay up to one (1) year based upon the operational needs of the Authority as determined by the Authority. Requests for such leave must be in writing and must establish reasonable justification for the leave. Personal leaves of absence must be approved by the Authority in accordance with the Authority's Administrative Policies and Procedures.

27.2 Except as required by law, employees on personal leave without pay for fifteen (15) calendar days (14 calendar days for day shift employees) or more will not accrue or be eligible for any benefits provided under the terms of this Agreement. Exception required by law, an employee's hire and seniority dates will be adjusted to reflect the deduction of the time of personal leave without pay.

27.3 Employees will be granted family leave and parental leave in accordance with State and Federal law.

ARTICLE 28: WORK EQUIPMENT REIMBURSEMENT

The Authority will reimburse employees for personal property stolen, damaged, lost, or destroyed as a result of the employee's performance of his/her required duties except in the employee's negligence, up to $150.00 per item. Prescription eye glasses, prescription sunglasses, and/or frames, if not covered by Workers' Compensation, will be reimbursed up to $400.00. Non-prescription sunglasses shall be limited to no more than $50 and will only be reimbursed if they are ANSI Z87.1 rated safety glasses. Cell phones will be reimbursed at $300.00.

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ARTICLE 29: SUSTENANCE

The Authority will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.

ARTICLE 30: SAVINGS CLAUSE

30.1 The provisions of this contract are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this contract shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

30.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

ARTICLE 31: TERMS OF AGREEMENT

31.1 This Agreement shall be effective as of July 1, ~~2019~~ **2022** and shall be binding upon the Authority, the Union, and its members and shall remain in full force and effect through June 30, ~~2022~~ **2025.**

31.2 Reopening the Agreement: Six months prior to the expiration date of this Agreement, either party may notify in writing the other of its intention to reopen negotiations for the next Collective Bargaining Agreement. If neither party sends the written notice, the contract will continue in its current form until the parties negotiate a successor agreement, provided, however, that the six (6) month notice provision may be waived by mutual agreement.

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31.3 During the term of this agreement, in the event of changes in economic conditions that impact the financial resources of the Lane Fire Authority to the extent that reductions in force or services are being considered, or that cost of living has significantly increased such that scheduled COLA's may be considered inadequate, it is understood by both parties to this agreement that negotiations regarding wages, insurance, PERS, and other terms of this agreement may need to be re-opened to facilitate the continued financial well-being of both parties. Either party may request this re-opening, and the other party shall not decline to open negotiations. This does not obligate either party to agree to any proposed changes, and the terms of this agreement shall remain in effect through the term of the agreement unless both parties agree to any changes.

In witness whereof, the parties to this Agreement have executed the same, by their officers and agents as duly authorized on this ___ day of _____.

LANE FIRE AUTHORITY

By _____
Dale Borland, Fire Chief

LANE FIRE AUTHORITY

By _____
Randy Wood, Assistant Fire Chief

LANE FIRE AUTHORITY

By _____
Ryan Walker, Board President

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 851

By _____
Kris Siewert, President

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 851

By _____
Bill Potterf, Shop Steward

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~~APPENDIX A: COVERED POSITIONS AND SALARY SCHEDULE~~

~~July 1, 2019 through June 30, 2022~~

~~*APPENDIX A – SALARY SCHEDULE*~~

	~~2019-2020~~ Salary Scale ~~4.0%~~					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter/EMT	~~$57,384~~	~~$59,967~~	~~$62,664~~	~~$65,485~~	~~$68,431~~	~~$ 71,511~~
Engineer	~~$59,879~~	~~$62,574~~	~~$65,389~~	~~$68,332~~	~~$71,406~~	~~$ 74,620~~
Lieutenant	~~$64,217~~	~~$67,108~~	~~$70,127~~	~~$73,283~~	~~$76,580~~	~~$ 80,026~~
Captain	~~$71,106~~	~~$74,306~~	~~$77,650~~	~~$81,144~~	~~$84,795~~	~~$ 88,612~~
Battalion/Division Chief	~~$78,217~~	~~$81,737~~	~~$85,415~~	~~$89,258~~	~~$93,275~~	~~$ 97,473~~
Code Enforcement Officer	~~$68,611~~	~~$71,699~~	~~$74,925~~	~~$78,297~~	~~$81,820~~	~~$ 85,502~~

	~~2020-2021~~ Salary Scale ~~3.5%~~					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter/EMT	~~$59,392~~	~~$62,065~~	~~$64,857~~	~~$67,777~~	~~$70,826~~	~~$ 74,014~~
Engineer	~~$61,975~~	~~$64,764~~	~~$67,677~~	~~$70,724~~	~~$73,906~~	~~$ 77,232~~
Lieutenant	~~$66,465~~	~~$69,456~~	~~$72,581~~	~~$75,848~~	~~$79,260~~	~~$ 82,827~~
Captain	~~$73,595~~	~~$76,907~~	~~$80,368~~	~~$83,984~~	~~$87,763~~	~~$ 91,713~~
Battalion/Division Chief	~~$80,954~~	~~$84,598~~	~~$88,404~~	~~$92,383~~	~~$96,539~~	~~$100,884~~
Code Enforcement Officer	~~$71,013~~	~~$74,209~~	~~$77,548~~	~~$81,037~~	~~$84,683~~	~~$ 88,494~~

	~~2021-2022~~ Salary Scale ~~3.0%~~					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter/EMT	~~$61,174~~	~~$63,927~~	~~$66,803~~	~~$69,810~~	~~$72,951~~	~~$ 76,235~~
Engineer	~~$63,834~~	~~$66,707~~	~~$69,708~~	~~$72,845~~	~~$76,123~~	~~$ 79,549~~
Lieutenant	~~$68,459~~	~~$71,540~~	~~$74,758~~	~~$78,123~~	~~$81,638~~	~~$ 85,312~~
Captain	~~$75,803~~	~~$79,214~~	~~$82,779~~	~~$86,504~~	~~$90,396~~	~~$ 94,464~~
Battalion/Division Chief	~~$83,383~~	~~$87,136~~	~~$91,057~~	~~$95,154~~	~~$99,435~~	~~$103,911~~
Code Enforcement Officer	~~$73,143~~	~~$76,435~~	~~$79,874~~	~~$83,469~~	~~$87,224~~	~~$ 91,149~~

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APPENDIX A: COVERED POSITIONS AND SALARY SCHEDULE

July 1, 2022 through June 30, 2025

APPENDIX A - SALARY SCHEDULE

	2022-2023 Salary Scale 4.0%					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter	$63,621	$ 66,484	$ 69,476	$ 72,602	$ 75,869	$ 79,283
Engineer	$66,387	$ 69,374	$ 72,496	$ 75,759	$ 79,168	$ 82,730
Lieutenant	$71,197	$ 74,401	$ 77,749	$ 81,248	$ 84,904	$ 88,724
Captain	$78,835	$ 82,383	$ 86,090	$ 89,964	$ 94,012	$ 98,243
Battalion/Division Chief	$86,718	$ 90,620	$ 94,698	$ 98,960	$103,413	$108,066
Code Enforcement Officer	$76,069	$ 79,492	$ 83,069	$ 86,807	$ 90,714	$ 94,796

	2023-2024 Salary Scale 5.0%					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter	$66,802	$ 69,808	$ 72,950	$ 76,232	$ 79,663	$ 83,248
Engineer	$69,706	$ 72,843	$ 76,121	$ 79,547	$ 83,126	$ 86,867
Lieutenant	$74,757	$ 78,121	$ 81,636	$ 85,310	$ 89,149	$ 93,161
Captain	$82,777	$ 86,502	$ 90,394	$ 94,462	$ 98,713	$103,155
Battalion/Division Chief	$91,054	$ 95,151	$ 99,433	$103,908	$108,583	$113,470
Code Enforcement Officer	$79,872	$ 83,467	$ 87,223	$ 91,148	$ 95,249	$ 99,536

	2024-2025 Salary Scale 6.0%					
Position	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Firefighter	$70,810	$ 73,997	$ 77,326	$ 80,806	$ 84,442	$ 88,242
Engineer	$73,889	$ 77,214	$ 80,688	$ 84,319	$ 88,114	$ 92,079
Lieutenant	$79,242	$ 82,808	$ 86,535	$ 90,429	$ 94,498	$ 98,750
Captain	$87,743	$ 91,692	$ 95,818	$100,130	$104,636	$109,344
Battalion/Division Chief	$96,517	$100,860	$105,399	$110,142	$115,098	$120,278
Code Enforcement Officer	$84,665	$ 88,475	$ 92,456	$ 96,617	$100,964	$105,508

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EMT- I/A add 5%
EMT-P add 8%
EVT-II add 3% only applies to individuals working in that classification
EVT- Master add 6% only applies to individuals working in that classification

Step increases to be on anniversary date

If promoted, employees will move to the same step on the wage scale of the new position all steps in 1 year increments

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