

COLLECTIVE BARGAINING AGREEMENT

between

Woodburn Fire District

and

Tualatin Valley Firefighters, Local 1660 - Woodburn

July 1, 2023

through

June 30, 2026



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ARTICLE 1 – CONTRACTING PARTIES

- 1.1 This is an agreement by and between Woodburn Fire District hereinafter "the District" and the International Association of Firefighters Local 1660, hereinafter "the Union", for the purpose of setting the wages, hours and working conditions of District employees within the bargaining unit.

- 1.2 This contract will be the Agreement governing wages, hours, terms and conditions of employment. Individual agreements limiting any rights or benefits provided under this Agreement will not be permitted between individual members of the bargaining unit and the District, unless the Union has authorized the agreement in writing.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The parties agree that the District retains any and all rights not modified by a specific provision of this agreement. By way of example and not by way of limitation, the District specifically retains the following rights and prerogatives:
- a. The determination of the services to be rendered to the citizens served by the District;
 - b. The determination of the District's financial, budgetary, accounting and organizational policies and procedures;
 - c. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the District establishing personnel rules and regulations not inconsistent with the terms of this Contract;
 - d. Management and direction of the workforce including, but not limited to, the right to determine the methods, processes and a manner of performing work; the determination of duties and qualification, determination of job classifications, the right to hire, promote, train, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to subcontract work in a manner consistent with Oregon law; the right to abolish positions or reorganize the department or division; the right to assign qualified District personnel to specific shifts, projects, companies or duties as the Fire Chief determines, the right to purchase, dispose and assign equipment or supplies, in any manner not inconsistent with this collective bargaining agreement.
- 2.2 Neither a decision nor the implementation of a decision concerning the foregoing shall be subject to collective bargaining or to the grievance procedure, provided that nothing will be construed to constitute a waiver of the obligation to bargain concerning the impact of an exercise of management decision-making with respect to a mandatory subject of bargaining.

ARTICLE 3 – UNION SECURITY

- 3.1 Checkoff. The District agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month for the pay of those employees who have authorized such deductions in writing.
- 3.2 Deduction Requirements – For the purpose of calculating months to determine beginning or end of the payroll deduction called for in this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days {four (4) shifts} or more.
- 3.3 Hold Harmless – The Union will indemnify, defend, and hold the District harmless against any claims made and against any suite instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Union and the District each agree to reimburse monies paid or not paid in error within thirty (30) days of the date notification of such error.

ARTICLE 4 – RECOGNITION

- 4.1 The District recognizes the Union as the exclusive collective bargaining representative for employees with the classification of Firefighter/Engineer, Lieutenant and Captain. Nothing in this agreement will be construed to limit the temporary assignment of non-bargaining unit personnel to the performance of bargaining unit work in emergencies. Furthermore, nothing in this Agreement will be construed to limit the assignment of non-bargaining personnel to the performance of bargaining unit work at emergency scenes if that work is performed to assist, rather than replace bargaining unit personnel.
- a. If during the duration of the agreements any new job classification is introduced by the District, Local 1660's President will be notified.
 - b. Within 10 days of such notification, the Union and the District will resolve whether or not the new position meets the criteria for inclusion in the Civil Service as a classified position.
 - c. In the event an agreement is not achieved, the decision will be referred to the Civil Service Commission at the next scheduled meeting. In that event, the position will not be filled permanently, but a provisional appointment may be made, and the Commission will make the governing determination.
 - d. The District shall establish the salary for the new position in consultation with the Union which demand to bargain if the proposed salary scale is not acceptable.

ARTICLE 5 – DISCRIMINATION

The District, the Union, and employees shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under the PECBA, or for refraining from doing so. The District shall not discriminate against any employee for their activity in behalf of, or membership in, the International Association of Firefighters. The District and the Union agree that there shall be no discrimination against any employee because of color, creed, race, religion, national origin, ancestry, age, gender, gender identity, gender expression, genetic information, marital status, family relationships, sexual orientation, military affiliation, medical condition, mental or physical disability.

An employee who claims to have been discriminated against in violation of this provision shall elect whether to pursue the matter as a grievance under this agreement or under whatever statutory remedies may be provided outside this agreement. Such election shall be made in writing within 30 days following the incident giving rise to the claim and shall constitute waiver of the remedy not elected. Under no circumstance may a grievance progress to arbitration unless all other remedies have been waived.

The Union shall share equally with the District the responsibility for applying and enforcing the provisions of this Article.

ARTICLE 6 – PROBATIONARY PERIOD

- 6.1 All newly hired employees, including those formerly employed by the same employer, shall be deemed on probation from the last date of hire for 12 successive months of regular full-time employment thereafter and must prove their qualifications to do the work to the employer's satisfaction during that probationary period. The employer shall determine whether the employee has successfully completed probation, which shall not occur until or unless a satisfactory determination has been made.
- 6.2 In the case of the new hires, the employer in its sole discretion may discipline, discharge or lay off an employee during the probationary period without recourse by anyone to the grievance procedure. There shall be no seniority afforded to probationary employees in case of layoff, bumping and recall, provided that each employee shall accrue seniority in their individual classification retroactive to the last date of hire as a regular full-time employee upon successfully completing the probationary period.
- 6.3 An employee promoted to a higher classification within the bargaining unit shall be deemed on probation for a period of twelve consecutive months in that classification.
- 6.4 If the District determines at any time in its sole judgement during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to their former position and rate of pay without loss of seniority in the former position but without recourse to the grievance procedure. Prior to taking action concerning the probation of a promoted employee, the Fire Chief shall meet with the employee, describe concerns with performance, and discuss the decision contemplated and any alternatives that the employee and Chief may identify.
- 6.5 The probationary period for all employees may be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.
- 6.6 The District in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three months if the employer determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such an event, the District shall notify the employee of such extension in writing.

The District agrees it will evaluate employees during the probationary period following promotion at not less than ninety (90) day intervals. Employees whose performance is less than satisfactory at any stage of evaluation may be returned to their prior classification.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

- 7.1 All shift personnel will be paid overtime on the basis of a tour of duty consisting of a 28-day period. Hours of work in excess of 212 hours in a 28-day cycle will be compensated at a pay rate of time and one-half. For the purpose of computing hours to be paid at time and one-half, time worked shall include paid time off. If an employee is assigned to a 40-hour workweek, hours worked in excess of 40 in a workweek shall be paid at the overtime rate. Changes in scheduling of hours may be determined by the District as necessitated by operational requirements.
- 7.2 The 56-hour work week for shift personnel assigned to Station 21 shall be recognized as 24 consecutive hours on-duty followed by 48 consecutive hours off-duty. Effective no later than January 4, 2024, the 56-hour work week for shift personnel assigned to Station 21 shall be recognized as 48 consecutive hours on-duty followed by 96 consecutive hours off-duty. Alternative workweek configuration may be adopted by the District to meet operational or organization needs. In each event of an employee schedule change the Union and affected employees shall be given at least thirty (30) days' written notice of the change except to fill a vacancy. Pay and benefits will be computed to appropriate equivalents based on the 28-day cycle for shift personnel. If the alternative schedule is not a 48/96 schedule, then 1.5x the rate of pay will be paid for all hours worked in excess of 48 hours in a seven-day period.
- 7.2.1 When a shift change results in an employee working a different number of shifts during the FLSA period, the employee's schedule will be adjusted so that the employee works the same number of total shifts in that twenty-eight day FLSA pay period. If an employee worked additional shifts, such shifts will be paid at the employee's overtime rate. If the employee's new schedule has fewer shifts in the FLSA period than the previous schedule, the employee will owe the district a debit shift(s) to equalize the total number of shifts worked before and after the schedule change.

The maximum number of consecutive hours worked will be 72 hours. Any person working 72 consecutive hours must have 24 hours off before returning to duty. Based on operational need and the discretion of the Fire Chief or their designee, 96 consecutive hours may be worked, only after consultation with the local.

- 7.3 All work performed by day personnel in excess of 40 straight-time hours of work per workweek shall be compensated at a rate of time and one-half.
- 7.3.1 Time worked for the purpose of replacing an employee on authorized leave or a temporary vacancy shall be deemed to be voluntary for the purposes of ORS 652.070(a).
- 7.3.2 In the event that an employee is directed to return to duty, time worked shall be measured from departure from the employee's place of resident (maximum of thirty (30) minutes) and shall consist of minimum of three (3) hours duration of pay at a rate of time and one-half unless the call back is contiguous to the employee's regular shift, in this case employee will be paid for actual hours worked. This section does not apply to employees who elect to carry a pager and respond to a supervisor's page or alarm voluntarily; in no event will an employee be paid for less than one hour for a voluntary response. Off shift drill attendance

and voluntary alarm response shall be paid at time and one-half regardless of whether or not the employee has exceeded the FLSA hours worked as noted in Article 7.1.

- 7.3.3 Employees will receive no more than 30 minutes of paid travel time for voluntary response to call-back request.
- 7.3.4 Members that return for an alarm while on PTO will be paid at 1.5 times their regular wage for the hours worked, and be credited back PTO hours equal to the number of hours worked.
- 7.4 At no time will any employee receive more than time-and-one-half pay for any hours under Article 7 unless specifically addressed elsewhere in this agreement as premium pay.
- 7.5 The District and the Union agree that the parties share a mutual desire to maintain and increase cooperation, efficiency, productivity and cost-effective service to the public served by the District. The parties also agree that training opportunities and educational experience provided to interns and paid-on-call-volunteers is a recognized function of public service provided by the District, its employees, and the Union. It is understood and agreed that interns and volunteers will not be used to displace or replace bargaining unit positions.
- 7.6 FLSA 7(k) Election. A 28-day cycle is declared for the purpose of overtime calculation under Section 7(k) of the Fair Labor Standards Act (FLSA). Any additional overtime will be paid at the end of each 28-day cycle at 1.5 times the regular rate for any hours worked over 212 in the 28-day cycle. The call-back and call-shift premiums paid during the 28-day cycle are counted towards satisfying the FLSA monetary overtime requirement.
- 7.7 Callbacks. The Union and the District share a commitment to efficiency and cost-effective service at adequate staff levels to protect the Community within its means. The Union recognizes the District's right to establish staff levels and to determine by policy or case-by-case when to call back to duty personnel who are off-duty. The parties agree that the local Union officers and/or shop steward shall be responsible to schedule and arrange callbacks to ensure that required staffing directed by the District is maintained. The Union shall meet the District's staffing needs, and the Union may determine how callback overtime opportunities will be distributed among bargaining unit employees. The Union shall inform the Fire Chief or managers about the callback system established by the Union. The Union will provide Management access to all materials used to determine and track call back opportunities and assignments upon verbal request.
- 7.8 Off-Shift Call-Backs and Call-Shifts shall be paid at time and one-half regardless of whether or not the employee has exceeded the FLSA hours worked as noted in Article 7.1.
 - 7.8.1 So long as employees qualify, they may work out of class, either up or down in order to fill staffing needs. However, in all cases efforts will be made to first fill Call Shifts from within the same classification.

- 7.9 In the event that an employee is unable to perform their assigned duties due to injury or illness that is service related or non-service related for more than sixty (60) days, the district will have the option to make a temporary appointment to fill vacancies created by the absence of the regularly assigned member.
- 7.9.1 The eligibility hiring or promotional lists will be used to select the person that will receive the temporary appointment.
- 7.9.2 If no person on the current eligibility hiring list is willing to accept a temporary appointment, the district will have the option to conduct recruitment for the temporarily vacant position. The minimum qualifications for the temporary appointment must be consistent with the existing civil service qualifications for the position being filled. When the regularly assigned member returns to work the temporary appointment will be terminated.
- 7.10 Light Duty Assignments may be offered to employees who are off on either an on the job or off the job injury/illness on a case by case basis. Scope of work and job duties will be developed through a labor management agreement. The duration of the light duty assignments will be determined by the Fire Chief and/or their designee.

ARTICLE 8 – WAGES

- 8.1 Base wages reflected in Appendix A have accounted for the monetary effects of language changes throughout this contract. A wage increase of 4% will become effective on July 1, 2023. A wage increase of 4.25% will become effective on July 1, 2024. A wage increase of 4.25% will become effective on July 1, 2025. The contract term will expire on June 30, 2026.

The following formulas are used in Appendix A to calculate Shift Rate and Hourly Rate:

- ◆ $365.25 \text{ (Average Days per Calendar Year)} / 3 \text{ (Shifts)} = 121.75$
Average Shifts per Year
- ◆ $\text{Annual Salary} / 121.75 = \text{Rate per Shift}$
- ◆ $\text{Rate per Shift} / 24 \text{ (Hours per Shift)} = \text{Rate per Hour}$
- ◆ $\text{Rate per Hour} \times 1.5 = \text{Overtime Rate}$

- 8.2 AIC Premium -When an Engineer who is qualified and on the promotion list for a higher classification is assigned and performs the duties of a higher classification for any portion of a shift; the employee will be paid equal to the first step Lieutenant. This premium will be paid at straight time rates during normally scheduled work time and at a time and one-half rate while working during non-regularly scheduled work hours (Overtime).

- 8.3 CO Premium -When a Firefighter/Engineer is assigned as company officer on an apparatus, the employee will be paid premium pay of 5% for actual time on calls, with 1 hr minimum. This premium will be paid at straight time rates during normally scheduled work time and at a time and one-half rate while working during non-regularly scheduled work hours (Overtime).

- 8.4 Paramedic Incentive –The paramedic pay incentive is 6%. Beginning July 1, 2024 the incentive will increase to 8%. This incentive is provided to all engineer paramedics that have completed the district paramedic field training and evaluation program (FTEP).

8.4.1 Company officer paramedics are only eligible for the paramedic incentive when there is not an engineer paramedic assigned to an on-duty crew.

8.4.2 Member(s) receiving paramedic incentive will be responsible for the following:

1. Complete all PHCR after any EMS interventions; EMT and A/I will complete all other reports and PHCR when multiple patients are treated.
2. Provide continuing education medical training to shift members. Topics and training materials to be provided by the district.
3. Paramedic to initiate patient care on all EMS calls; EMT's to assist in patient care.
4. Perform PIC of patient care at all emergency medical scenes.

- 8.4.3 District qualified licensed paramedics will receive the paramedic incentive pay while on conflagration deployment when reimbursed at the paramedic rate by the State of Oregon.
- 8.4.4 All Woodburn Fire District paramedics will undergo an operational readiness field competency evaluation as prescribed by the WFD supervising physician and accepted by the district management and labor groups.
- 8.5 Lieutenant Step Increase The lieutenant wage scale consists of two step increases. The first step is 8% above top step engineer (TSE) upon appointment as lieutenant. The second step is 10% above TSE effective upon completion of the lieutenant probationary period. Effective July 1, 2024 the first step will be 10% above TSE and the second step will be 12%. Effective July 1, 2025 the first step will be 12% above TSE and the second step will be 15%.
- 8.6 Captain Step Increase - The captain wage scale consists of two step increases. The first step is 8% above top step lieutenant upon appointment as captain. The second step is 10% above top step lieutenant upon completion of the captain probationary period and certification as an NFPA Fire Officer II and NFPA Instructor II.
- 8.7 CPR Instructor Pay – Members that provide CPR instruction to other district members, CERT members, and/or the public will be compensated at the overtime rate of top step engineer.
- 8.8 The District will match dollar for dollar the employee contributions to one of the District’s deferred compensation plans to a maximum of 1% of employee’s base pay. Effective July 1, 2024 the District dollar match will increase to 1.5% of employee’s base pay. The District match will be made under the following conditions:
 - 8.8.1 District contributions will be to a plan qualified under section 401(a) of the Internal Revenue Code; and,
 - 8.8.2 Employer matching contributions will begin after the completion of probationary period as a new employee; and,
 - 8.8.3 District matching contributions will vest as of the employee’s fifth anniversary of employment with the District; and,
 - 8.8.4 District contributions to the employee’s 401(a) for the fiscal year will be made annually on or before December 31st following the end of each fiscal year.
- 8.9 Beginning December 1, 2023, the District will pay 2% Incentive for fluent conversational Spanish that includes words and terms typically used in a patient medical assessment. Spanish fluency will be verified by the District on a biannual basis. The Spanish fluency verification test will be developed through the District labor management process and will be mutually accepted by labor and management.

- 8.10 All members that were employed by the fire district on July 1, 2023 and remain employed by the district on June 30, 2024 will receive a \$1,500 retention incentive paid by July 15th of that year. The retention incentive will repeat for each subsequent year of the contract for members employed July 1st to June 30th.
- 8.10.1 For members that start employment with the district after July 1st of a calendar year and remain employed on the following June 30th of the next calendar year, the retention bonus will be prorated for each pay period of employment.
- 8.10.2 Members that are eligible for retirement under PERS and retire from the district during this contract term will receive the full amount of any unpaid retention bonuses allowed during the term of this contract in one lump sum at the time of retirement.

ARTICLE 9 –PAYROLL DEDUCTIONS

The District, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for retirement, health insurance, approved savings plans, union dues, deferred compensation or other services uniformly deducted by the District.

ARTICLE 10 –PAYROLL

Payday for District shall be in accordance with existing practices, which shall not be changed without at least 60 days prior notice to the employees and the Union.

ARTICLE 11 – CONVERSION OF WAGE AND BENEFITS ACCRUALS

Employees transferring from the fire suppression (56 hour) work period to the 40-hour workweek will have their hours and benefits converted to ensure the same total dollar value for a given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the 40-hour work week to the fire suppression (56 hour) work week schedule.

The conversion formula is:

- A. 56-hour work week to a 40-hour workweek: $1.4048 \times \text{hourly wage or benefit}$
- B. When converting from a 40-hour workweek to a 56-hour workweek refer to Appendix A.

The conversion formula for PTO/Holiday accruals and PTO/Holiday banked balances:

- A. 56-hour workweek to a 40-hour workweek: $\text{Accrued PTO/Holiday} \times 0.7143$
- B. 40-hour workweek to a 56-hour workweek: $\text{Accrued PTO/Holiday} \times 1.4048$

ARTICLE 12 – PAID TIME OFF PROGRAM

Paid Time Off — A bank of hours provided by the District for sick days, vacations days and personal days.

12.1 Fifty-six (56) hour employees shall accrue leave according to the following table, expressed in hours per year:

<u>Years of Service</u>	<u>Paid Time Off Annual Hours Accrued – Effective as per date columns below:</u>		
	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
0 up to 5	378	389	400
5 up to 10	434	445	456
10 up to 15	505	516	527
15 up to 20	519	530	541
20+	533	544	555

12.2 Forty (40) hour employees shall accrue leave according to the following table, expressed in hours per year:

<u>Years of Service</u>	<u>Paid Time Off Annual Hours Accrued - Effective as per date columns below:</u>		
	<u>7/1/ 2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
0 up to 5	270	278	286
5 up to 10	310	318	326
10 up to 15	361	369	377
15 up to 20	371	379	387
20+	381	389	397

12.3 Vacation shall accrue based upon hours paid or during a work-related disability leave of less than one year duration.

12.4 An employee may carry over a maximum of 200% of the current annual accrual rate to the employee's next employment year (anniversary date) based on date of hire, provided that total vacation entitlement as of the employee's anniversary date shall not exceed 200% of the employee's current annual rate. As of the anniversary date, any PTO in excess of the cap shall be forfeited.

- 12.5 Employees who notify the District in writing of their intent to retire by March 1st of the prior fiscal year of the retirement date will be permitted to increase the maximum amount of PTO they are allowed to accrue to 250% of their current annual accrual. If the member decides not to retire, the hours accrued above 200% of the current annual accrual will be forfeited.
- 12.6 It is the responsibility of each employee to keep a running account of their accrued PTO leave. This is to ensure that the accrued time does not exceed the 200% maximum cap at their employment anniversary date.
- 12.7 40-hour personnel shall recognize the dates listed below as holidays. When a scheduled holiday occurs on a Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed the following Monday: 40-hour personnel will work on such holidays only as requested by the employer. Should one of the holidays fall during a vacation period, vacation leave shall not be charged for that day.

New Year's Day	Labor Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Christmas Eve	Veteran's Day
Martin Luther King Day	Juneteenth
Indigenous Peoples Day	

12.8 56-hour personnel shall work the above prescribed holidays which fall on their normally scheduled shifts. Effective July 1, 2023, in lieu of having these days off, they shall accrue 146 hours of Holiday Leave annually. With the exception of those listed holidays, Holiday Leave may be used in the same manner as PTO. The employee shall note their election of using Holiday Leave appropriately on time off requests and timecards. For every additional holiday as prescribed by Article 12. 9 below, (11.2) hours will be added to the Holiday Leave accrual.

12.8.1 Employees may elect to cash out up to (73) hours of Holiday Leave on two occasions each year. To elect cash-out employee must, by May 1 and/or November 1, notify the Office Administrator, in writing, of their desire to cash out hours and the number of hours they are electing to cash out. Cash-out will be at the employee's current hourly rate on the aforementioned dates. Unused Holiday Leave hours may not be carried over year to year. Holiday leave cash out will occur by the 30th of the election month. (either May or November.)

12.8.2 All employees will be front loaded all Holiday Leave hours January 1st of every year. In the event of a separation between employee and the District, the following

method will be used to determine the amount of Holiday Leave balance to be paid out to the employee: the total number of holiday hours from Article 12.8, divided by total number of annual pay periods, multiplied by the total number of pay periods worked by the employee (146/24) X number of pay periods employee worked). If the employee owes the District hours, the hours will be subtracted from employee PTO bank hour for hour.

- 12.8.3 Employees that have been employed by the fire District for less than a full calendar year will only be allowed to cash out their Holiday Leave hours and will not be required to submit in writing the desire to cash out hours. New employees will have a prorated amount of the Holiday Leave hours from Article 12.8 banked to their payroll account. The prorated amount will be equal to four (4) hours for each whole pay period remaining in the calendar year. (146 holiday leave hours / 24 pay periods = 4 hours per pay period).
- 12.8.4 If separation occurs during the probationary period of new employees, the separated member will not be eligible for the payout of holiday leave balances.
- 12.9 In addition to the listed holidays, the District shall observe as a holiday each day designated by the President of the United States as a national holiday. The appropriate hours will be added to the accruals listed in 12.8 & 12.9.
 - 12.9.1 If a probationary or regular employee dies, pay for accrued and unused leave will be paid in a lump sum to the employee's named beneficiary.
- 12.10 Regular employees whose employment is terminated for any reason other than cause or resignation without proper notice, or who are laid off for more than thirty (30) days, will receive pay for any unused earned leave accrued at the time of termination or lay off, up to the maximum of 336 hours.
- 12.11 Paid time off is paid at the employee's base pay rate, plus incentives if it is part of their regular assignment, at the time of the leave.
- 12.12 Paid time off can be used upon completion of the probationary period. However, time used related to illness may be used beginning the first day of employment.
- 12.13 Employees may donate up to (100) hours of their accumulated PTO to another member under the conditions described below. The donated PTO hours will be transferred hour for hour to employees who have exhausted their PTO and other paid leave accounts due to illness, injury, or other medical conditions under the following conditions:

Employees working 56-hour workweeks wishing to donate leave must have a minimum of one hundred (100) hours of accumulated PTO or holiday time in their personal account after the donated hours are deducted.

To be eligible to apply for donated leave from other members, the employee must have a serious illness or medical condition or be caring for a family member with a serious medical condition that requires a prolonged absence from work. The employee requesting the donated leave must not be receiving long-term disability benefits.

New employees in their probationary period will not be eligible to request or receive donated leave hours.

Applications for donated leave must be made to the District in writing and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the Fire Chief in advance.

ARTICLE 13 – TRADE TIME

13.1 Employees may request trades subject to approval by the Lieutenant, Captain or Operations Chief so long as:

The person working the trade time is qualified to perform the duties of the position,

The person who will be absent gives reasonable prior notice to the employees Immediate Supervisor,

The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to his position; and

The trade time is not utilized for purposes of acquiring a call shift.

Time worked in trade for another person will not constitute "time worked" for purposes of the FLSA or Oregon law so long as the request to trade time originates with an employee, not the employer. The time and pay records will reflect credits for hours as if the trade had not occurred. Employees involved in the trade will be paid as if the traded hours were worked by the employee originally assigned to work those hours. Reciprocating trades is a matter between the employees involved, not the District.

If a trade replacement fails to report to work, the originally scheduled employee's leave time accruals will be charged for the hours equivalent of the hours missed. If a trade replacement is unable to work because of illness or injury, the replacement employee's Personal or Vacation Leave accruals, if any exist, or other leave accruals, will be charged.

The District shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved, and the District will not be responsible to pay for trade time hours. Trade time will be administered in accordance with the FLSA regulations relating to trade time.

ARTICLE 14 – OTHER TIME OFF

- 14.1 Employees shall be granted time off with pay for required service upon a jury. All pay for such service on duty time, except mileage reimbursement, must be remitted to the District. Day personnel will report for duty for the remainder of the day if excused from jury service two (2) hours or more before the end of their regular workday. Shift personnel shall report for the remainder of the shift upon completion of jury service for the day.
- 14.2 Employees who the District requires to appear as a witness in litigation that arose out of the normal performance of duties will be compensated at the prevailing rate of overtime while serving as a witness off duty. On duty time spent as a witness in response to a subpoena as a result of the performance of an employee's duties as a firefighter or spent in jury service shall be paid at straight time. All monies received as witness fees shall be signed over to the District.
- 14.3 Bereavement leave up to 5 days or three shifts will be granted to the employee to attend to matters surrounding the death of an immediate family member. Immediate family is defined as spouse, children, parents, siblings, corresponding in-laws, grandparents, and grandchildren.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.1 The District will consider a written application for a leave of absence without pay for medical, educational, or compelling personal reasons or sabbatical leave if the employee has ten (10) years of continuous service.
- 15.2 Employees on unpaid leaves of absence of more than 90 calendar days who wish to continue their insurance coverage must bear the full costs of such coverage.
- 15.3 The District may interrupt or terminate a leave of absence if it finds that the reasons for granting it were misrepresented or no longer exist. Failure to return from leave or to respond to notices from the employer will be treated as a resignation.
- 15.4 Leaves of absence of less than one full pay period are considered informal leaves of absence, are approved at the department level, and are treated as a payroll action.
- 15.5 Employees absent due to occupational disability shall enjoy reinstatement rights provided in Oregon law.

ARTICLE 16 – EDUCATION AND TRAINING REIMBURSEMENT

- 16.1 The District will reimburse documented training and education expenses up to \$1500 per fiscal year. Training and education expenses can be reimbursed up to 100% provided that the course documentation is submitted to management showing completion with a certificate or passing grade of "C" or above. Members may carryover one year's worth of training and education funds for a maximum of \$3000.00.
- 16.2 Professional training will be provided within the District's training budget for training designated by the District.

ARTICLE 17 – HEALTH & WELFARE

17.1 The District will allow the members of the Bargaining Unit, as a group to join the NFRA Healthcare Trust. Members will be able to choose from one of the following plans:

Regence Premier
Regence Select
Regence Advantage
Kaiser

Effective July 1, 2023, the District agrees to pay \$2,400 per month per bargaining unit employee to the trust established by the Union. Should members choose a Trust plan with monthly premiums less than the District's contribution, the District will contribute 100% of the savings into each employee's VEBA account. Employees must be enrolled in the medical plan to receive the VEBA contributions.

Effective July 1, 2024, the District agrees to pay the actual invoiced cost increase up to a maximum of 5% over the FY 23-24 contribution per month per eligible employee. Actual invoice cost between 5% and 10% will be paid equally by the District and the employee. Actual invoice cost over 10% will be negotiated between the District and the Union.

Effective July 1, 2025, the District agrees to pay the actual invoiced cost increase up to a maximum of 5% over the FY 24-25 contribution per month per eligible employee. Actual invoice cost between 5%-10% will be paid equally by the District and the employee. Actual invoice cost over 10% will be negotiated between the District and the Union.

The District and the Union agree to work collaboratively on all future healthcare decisions affecting both parties.

17.2 The District offers both a VEBA funded Health Reimbursement Account (HRA), and an Employee Assistance Program through Special District's Insurance Services.

17.2.1 The IRS Section 125 Plan, Flexible Spending Account (FSA) will sunset upon the open enrollment period of 2017.

17.3 The District provides term life insurance at 1.5 X annual salary so long as the employee can medically qualify as determined by the insurance underwriter. In the event that the employee does not qualify, the District will provide life insurance up to the guaranteed maximum for the existing plan.

17.4 The District provides LTD and STD insurance benefits. Premiums to be paid with after tax deduction from employee pay. 100% of employee premium payment is reimbursed by the

District. Employees are eligible for STD on the first day of the month that follows the date of employee hire. Employees are eligible for LTD benefits on the first day that follows 30 consecutive days of employment with the District.

17.5 Employee will be insured on the first day of employment with the District

17.6 The District provides insurance coverage for all employees through the state Worker's Compensation Board for injuries and illness arising out of the course of employment with the District. Insurance coverage begins on the first day of employment with the District. Additional income replacement benefits for approved claims will be made to members via an insurance program maintained by the district.

17.7 Effective July 1, 2023, the District will provide a Paid Leave Oregon (PLO) insurance plan through the Oregon Employment Department or an approved equivalent plan through a third-party insurance provider. The District agrees to pay up to 0.60% of gross employee earnings for the employee portion of the PLO insurance plan or purchase an equivalent plan that has been approved by the state, whichever is less.

Determination of eligibility for benefits will be made by the insurance carrier. Employees will be allowed to use accrued paid time off (PTO) while waiting for PLO claim processing to occur.

Healthcare benefits will remain in place while on PLO or equivalent plan leave. Employees who pay a portion of their healthcare premiums will need to make arrangements with the District to pay their portion while on leave.

Upon return from utilizing PLO or equivalent plan, employees who have been employed with the District for a minimum of 90 days will be restored to the same position if the same position exists. There will be no loss in seniority. If the same position does not exist, employees are entitled to a position equal to their previous position before the leave, with equal employment benefits, pay and other terms and conditions of employment.

Employees are allowed to supplement PLO benefits with accrued paid time off benefits. Employees will not accrue additional PTO hours while taking time off for PLO.

ARTICLE 18 – RETIREMENT

A. Public Employee Retirement System ("PERS") Members.

1. For purposes of this Article 20.1(A), "employee" means an employee who is employed by the District on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the District pursuant to section 2 of chapter 733, Oregon Laws 2003.
2. Retirement Contributions. On behalf of employees, the District will continue to "pick up" the six percent (6%) employee contribution to the Public Employees Retirement Fund through December 31, 2003. Thereafter, the District will continue to "pick up" a six percent (6%) employee contribution, payable as the law requires. The parties acknowledge that various challenges have been filed which 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 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of the parties' rights, claims, or defenses with respect to the PERS Litigation.

B. Oregon Public Service Retirement Plan Pension Program ("OPSRPPP") Members.

1. For purposes of this Article 18(B), "employee" means an employee who is employed by the District on or after August 29, 2003 and who is not eligible to receive benefits under ORS chapter 238 for service with the District for service with the District pursuant to section 2 of chapter 733, Oregon Laws 733.
2. 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, the District 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 the program. The employee's contributions paid by the District under this Article 18(B) shall not be considered to be "salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a OPSRPPP member's "final average salary" under section 10 of chapter 733, Oregon Laws 2003, or "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.

C. PERS Pick-Up

The District shall pay the employee's 6% contribution to the public employees retirement System (PERS).

D. Effect of Changes in Law Other than PERS Litigation.

In the event the District's payment of a six percent (6%) employee contribution under Article 18(A) or 18(B) , 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 the PERS Litigation), the District shall increase by six percent (6%) the base salary rates for each classification in the salary schedules applicable to the members of the bargaining unit 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 reasons indicated above or by mutual agreement, if the District ceases paying the applicable six percent (6%) pick-up and instead provides a salary increase for eligible bargaining unit employees during the term of this agreement, and bargaining unit employees are able, under existing law, to make their own six percent (6%) contribution to their PERS account or to 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 19 – SENIORITY

- 19.1 Definition and Computation of Seniority: Seniority shall be defined as continuous service in an employee's classification and shall commence upon satisfactory completion of the twelve-month (12) probationary period, retroactive to initial date of hire or date of promotion, as the case may be. Seniority shall be maintained but not accumulated during a period of unpaid leave of absence in excess of 180 days, excluding the leaves identified in 19.3. Continuous service and seniority shall be broken by any of the following:
- A. Resignation;
 - B. Discharge for cause;
 - C. Unauthorized leave of absence or failure to return within the time specified for authorized leave;
 - D. Layoff or non-service disability leave in excess of twenty-four (24) months if an employee's length of continuous service at the time of layoff or non-service disability is five (5) years or less;
 - E. Failure to respond within ten (10) days to a written inquiry of the appointing power by certified mail relative to availability for employment appointment;
 - F. Failure to maintain a record of his/her current address with Administration.
 - G. Separation from the District because of illness or injury and PERS disability or retirement pension.
- 19.2 Total length of service with the District shall be a consideration to be applied to accumulation of service for vacation accrual, vacation scheduling, service for salary increases and such other purposes as may be specified by the agreement.
- 19.3 Continuous service for seniority purposes shall include absence due to vacation, fire service related disability leave, absence due to military service, or fire service disability and leave not in excess of twenty four (24) months.
- 19.4 In instances where more than one employee is hired on the same date, civil service test scores prior to the chief's interview stage will be used to establish seniority. Civil service test scores will be made available upon request.

ARTICLE 20 – LAYOFF

- 20.1 In the event of a layoff, the District shall determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification. Employees to be laid off shall receive thirty (30) days' notice of layoff or pay in lieu of notice.
- 20.2 Employees on notice of layoff shall have the right to bump less senior employees in lower classifications. Employees exercising bumping rights may bump only the least senior employee in the affected classification. An employee must determine whether to exercise the right to bump and so notify the employer in writing within ten (10) days following notice of layoff.
- 20.3 The names of employees laid off or bumping to lower classifications shall be entered on recall lists in order of seniority. Available positions shall be offered to qualified employees on the recall list in order of seniority prior to being filled from other sources.
- 20.4 The names of employees who have attained seniority under Article 19.1 will be maintained on recall lists for a period of two years from the date of layoff. After two years of layoff, five years in the case of employees having at least ten (10) years of employment with the District who remain employed in the fire service at the time of recall, an employee's seniority and recall rights under this agreement shall be terminated. Names may only be removed by request of the employee, or due to failure to respond to a notice from the employer or refusal to accept an available position. Employees shall have thirty (30) calendar days from the date of mailing of a registered letter containing an offer of recall to accept or reject the position. A laid off employee shall be responsible for keeping the District advised of the employee's current address and telephone number as a condition of recall rights.
- 20.5 Employees promoted out of the bargaining unit and subject to layoff shall be entitled to bump back into the bargaining unit on the basis of total seniority with the department and classification seniority as specified in Article 19.2.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

- 21.1 Discipline shall be limited to oral warning, written warning, denial of special privileges, suspension, demotion and dismissal as warranted by circumstances and the nature of the offense. Notice of disciplinary action shall be in writing and given to the employee prior to taking the action, except in the case of oral warning when the employee shall receive confirmation in writing after the action is taken. No employee shall be issued a written warning, denied special privileges, demoted, suspended or dismissed without just cause. It is recognized that job related counseling or admonishment shall not be considered to be discipline or an investigatory interview for purposes of disciplinary action under this Article 21. A record of job-related counseling or admonishment by a supervisor shall not constitute the sole basis for future disciplinary actions.
- 21.2 Any disciplinary action imposed upon a regular employee may be appealed as a grievance under this contract provided that oral warnings shall not be subject to arbitration under Article 22. Disciplinary action involving a probationary employee who has not completed the initial probationary period shall not be subject to this Article or to the grievance procedure.
- 21.3 If the District has reason to discipline an employee, the supervisor imposing the discipline shall make reasonable effort to avoid taking the action in the presence of other employees or the public.
- 21.4 Prior to imposing discipline that results in a reduction in pay, suspension, demotion, or loss of employment, the District shall provide written notice of the charges, the facts on which they are based, and the nature of discipline under consideration, and afford the employee an opportunity to meet with the Union representative and the decision maker to correct any misunderstanding or error in the record.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.1 For the purpose of this agreement, a grievance is defined as any one of the following:
- a. A claim by an employee covered by this agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;
 - b. A claim by the Union's Executive Committee concerning the application of a specific provision or clause of this agreement as it affects a specific member of the Union.
- 22.2 An individual employee who does not wish the Union's Executive Committee to pursue a grievance (under Article 22.1(b) hereof) may notify the Union in writing at any time. A grievance which is resolved by an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.
- 22.3 It is the intention of the parties to solve all problems and complaints at the lowest possible level. Prior to the filing of a grievance, problems and complaints should be discussed with the immediate supervisor. If the matter remains unresolved after this discussion the grievance process may be used.
- 22.4 Grievance procedures will not be undertaken without the consent of the Union's Executive Committee.
- 22.5 A grievance shall be processed as follows:
- Step 1:* Within ten (10) calendar days of discovering the alleged violation the grievant and/or the Union representative will present to the Operations Chief, a written statement of the alleged violation and remedies sought dated and signed by the employee and/or the Union's Executive Committee.
- Step 2:* If a satisfactory settlement is not made at Step 1 the grievance may be referred to the Fire Chief within ten (10) calendar days following the date of rejection or expiration of the actions concluding Step 1, whichever occurs first. The Union will be notified of any grievance which has not been resolved at Step 2.
- Step 3:* If satisfactory settlement is not made at Step 2, the grievance may be referred by written notice to the Board of Directors grievance committee within ten (10) calendar days following the date of rejection or expiration of the actions concluding Step 2, whichever occurs first. The Union will be notified in writing of any grievance which has not been resolved at Step 3 within (10) calendar days.

Step 4: If satisfactory settlement is not made at step 3, the grievance may be referred to final and binding arbitration within ten (10) calendar days following rejection by the Board of Directors grievance committee. Notice that the Union is referring a grievance to arbitration shall be in the form of the written request to the Oregon State Conciliation Service for a list of thirteen (13) qualified arbitrators residing in Oregon, with a concurrent copy to the District. The District and the Union will alternately strike names from the list. The last name remaining will be the arbitrator. Expenses of the arbitrator and costs incident to the conduct of the hearing, such as court reporter, if requested by the arbitrator, and hearing room rental, will be divided equally between the District and the Union.

- 22.4 The jurisdiction of the arbitrator shall be limited to interpretation of the specific provision or provisions of this agreement which have been placed in issue by the parties and the arbitrator shall have no authority to add to or detract from this agreement or any portion thereof. Any or all time limits specified in the grievance procedure may be waived by mutual consent. Failure to submit the grievance in accordance with the time limits without such waiver shall constitute abandonment of the grievance. District failure to comply with the time limits specified above will automatically move the grievance to the next step herein.

ARTICLE 23 – PERSONNEL FILES

- 23.1 The District shall maintain a personnel file for each employee. Access to the personnel file shall be limited to the employee, management personnel who have job related reasons for inspection of file, or others required in any judicial, administrative or arbitration proceeding. An employee may review the material in their personnel file, except for responses to requests for information from previous employers, and make copies of materials subject to reusable copy charges.
- 23.2 Material which may be construed to be derogatory toward the employee shall not be filed in the personnel file unless the employee has been provided a copy of the material. An employee may include a written statement or rebuttal to any materials placed in the file.
- 23.3 After a period of two (2) years, the employee may petition the Fire Chief in writing to include in the employee's personnel file a letter stating that there have been no further occurrences related to the documented discipline.

ARTICLE 24 – CONTINUITY OF PERFORMANCE

The parties recognize the continuing obligation to provide continuity of essential services to the public by employees in the bargaining unit. There will be no strike, slowdown, picket line observation or any other interference with normal work activities by employees covered by this agreement. Violation of this provision shall constitute just cause for disciplinary action.

ARTICLE 25 – UNION BUSINESS

25.1 Union members may take a cumulative maximum of 96 hours in time off without loss of pay to attend labor relations training.

25.2 Up to three (3) designated Union representatives may use reasonable time on duty to engage in the following activities:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- B. Attend investigatory meetings and due process hearings involving represented employees;
- C. Participate in or prepare for proceedings under 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
- D. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- E. Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters;
- F. Within 30 days of hire for a new employee, to provide information regarding a collective bargaining agreement to newly hired employees at an individual or group employee orientation meeting, for no less than 30 minutes and up to one hundred (120) minutes of the newly hired employees' compensable time, or at any other meetings that may be arranged for new employees;
- G. To testify in a legal proceeding in which an employee has been subpoenaed as a witness.

25.3 Union representatives shall have access to district facilities and equipment for the following:

- A. The Union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to employee, including any designated representative attending the meeting.

The Union shall have the right to use the District's facilities to conduct union meetings.

ARTICLE 26 – UNIFORMS

- 26.1 The fire district will provide all required emergency response and protective clothing, including but not limited to turnouts, EMS protective clothing, wildland gear including approved boots, and all required safety equipment.
- 26.2 All required station wear will be provided.
- 26.3 Wildland boots will be purchased by the members. The recommended boot is the white Smoke Jumper. The purchase price for that boot will be reimbursed by the district at the rack price. The wildland boots used by wildland team members will be in addition to the duty boot for in-district use.
- 26.4 Uniform footwear for out-of-station and in-station use will be purchased by members on an as-needed basis. The district will reimburse members up to \$400.00 each year for uniform footwear expenses.

ARTICLE 27 – DRUG AND ALCOHOL TESTING

The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance constitutes a serious threat to the health and safety of the public, to the safety of fellow workers and to the efficiency of operations. The parties, therefore, agree that a drug and alcohol testing procedure will be included in this agreement. Appendix B, Substance Abuse Policy, will be governing for all employees covered by this agreement.

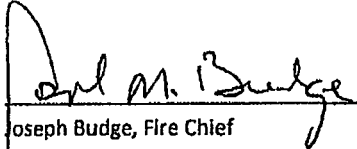
ARTICLE 28 – MINIMUM STAFFING

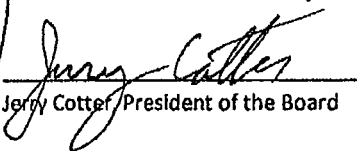
- 28.1 Engine 21 will be regularly staffed by career firefighters with a minimum of 1 company officer, or AIC, and three firefighters/engineers. 1 of the 4 personnel must be a district qualified licensed paramedic.
- 28.2 The Woodburn career firefighters will provide personnel as described in 28.1 to staff Engine 21 at all times except when it is mutually agreed upon by both parties to reduce the staffing coverage due to shortage of available personnel for staffing.

ARTICLE 29 – EXECUTION OF AGREEMENT

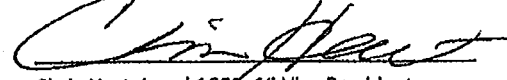
WITNESS WHEREOF, the parties to this Agreement agree that it is accurate and complete and have executed the same by their officers and agents as duly authorized this 8th day of November 15, 2023.

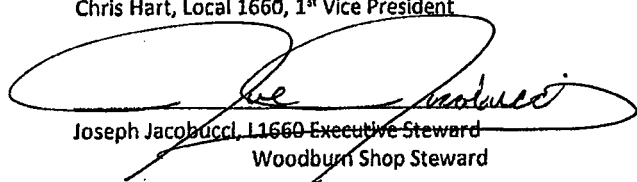
WOODBURN FIRE DISTRICT


Joseph Budge, Fire Chief


Jerry Cotter, President of the Board

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1660**


Chris Hart, Local 1660, 1st Vice President


Joseph Jacobucci, I1660 Executive Steward
Woodburn Shop Steward

APPENDIX A

WAGE SCALE

APPENDIX B

SUBSTANCE ABUSE POLICY

I. INTRODUCTION

This document is authorized by Article 27 of the labor agreement between the District and Local 1660 (the Union) and constitutes a jointly formulated policy on the topic of drug and alcohol testing.

A. PURPOSE. The purpose of this agreement is:

1. To inform employees of expectations and prohibitions and to emphasize the assistance available for chemical and alcohol abuse problems.
2. To define the standards and procedures of the District and the Union regarding substance abuse and drug and alcohol testing in the workplace.
3. To assure that all District actions involving drug related testing or corrective action are defensible and in compliance with applicable state and federal laws regarding drug and alcohol dependency, testing and discipline.
4. To prescribe appropriate corrective action when rehabilitation efforts are unsuccessful.
5. To ensure a safe working environment for all employees and promote the high level of performance standards demanded by the public.

B. SCOPE. This policy applies to all bargaining unit members of Local 1660 and, by extension, all employees of the fire department. The policy addresses the topic of assistance available for employees seeking help with chemical dependency problems. It also addresses specific procedures to be utilized when available evidence indicates that drug or alcohol testing is called for.

C. BACKGROUND. Drug and alcohol abuse is a problem of national and epidemic proportions which adversely affects job performance and constitutes a serious threat to the health and safety of the public, the safety of fellow workers, and the efficiency of operations. For this reason, it is the responsibility of all public employees to work diligently to ensure a drug free workplace.

The District and the Union encourage the voluntary admission of chemical dependency and place a strong emphasis on rehabilitation as opposed to punitive action. For this reason, any employee of the District has the opportunity to request treatment for chemical dependency without threat of punishment for chemical dependency if such request is received prior to disciplinary action being taken as a result of the violation of this policy. Further, the degree of any future corrective action for violation of this policy must be in accordance with this policy, the working agreement between the District and the Union, and state and federal law. The District acknowledges the sensitive nature of chemical dependency and will ensure that all information will be kept in a confidential manner. An employee participating in any rehabilitation process as a result of action by the Review Board must sign a release form stating that necessary information will be released to the Chairperson of the Review Board (see Exhibit B). The treating

agency will provide information as specified in Exhibit A. The Chairperson will then release the information to the individual charged with taking further action. This policy addresses only the action to be taken for suspected substance abuse.

- D. DEFINITIONS. For the purpose of this policy, the following definitions apply.
1. **Controlled Substance.** All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession or manufacture is prohibited or restricted by the Oregon Revised Statutes or the U.S. Code.
 2. **Drugs.** Any controlled substance or non-prescriptive medication or alcohol.
 3. **Drug Test.** A breathalyzer test and urinalysis taken for the purpose of determining whether alcohol or drugs are in the person's system.
 4. **Last Chance Employment Contract.** An agreement in lieu of termination between the District and employee who has violated the provisions of this substance abuse policy which specifies the conditions to which the employee must adhere in order to remain employed.
 5. **On Duty.** The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the District.
 6. **Reasonable Suspicion.** A belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, a pattern of conduct, or being involved in a vehicle or apparatus accident which results in physical injury, property damage, or citation for a moving violation.
 - a. Every accident, whether or not it involves a vehicle or apparatus accident, constitutes reasonable suspicion for an investigation of all the circumstances and of the possible impairment of any employee involved in the accident. This investigation should occur as soon as possible after the accident. The investigation is automatic. However, it is just an investigation. No one subject to such an investigation is being "accused" of impairment.
 - b. An accident (again, whether or not vehicle or apparatus involved) will not by itself, be automatic grounds for a chemical screen test. It will be automatic grounds for the investigation outlined in paragraph a above.
 - c. These rules apply whether the accident is a personal injury or property damage type of accident, and apply to all individuals with any significant involvement in the accident.
 - d. Whenever a supervisor prepares an incident report with respect to an accident, he/she should indicate on the report whether or not drugs or alcohol were suspected and what investigation took place, and what were the results of the investigation. The incident report fouli will be modified to reflect this investigation.
 - e. Decisions to send an employee for testing will be made based on all facts and on a common sense basis. Minor or unavoidable accidents or injury will normally not be cause

for a post-accident test. Only employees who are directly involved in causing or not preventing the accident will normally be tested after an accident.

- f. Whenever an employee is sent to be tested for drugs or alcohol, the employee is not being "formally accused" of being under the influence. Sending employees to testing is merely an essential part of the substance abuse policy, as negotiated between the Woodburn Fire District and the Firefighters Local 1660, and is part of a safety program designed to protect employees and property in our operation.
 - g. Whenever a supervisor forms reasonable suspicion that an employee has consumed or is under the influence, reasonable efforts will be made to have observations confirmed by a second witness.
7. Under the Influence. For the purpose of this policy, an employee will be deemed to be under the influence when testing indicates that controlled substances or alcohol are present in the urine or by breathalyzer (both tests to be undertaken when reasonable suspicion is cited) in the following amounts:

Alcohol	.02%
Marijuana	50 nanogram/milliliters
Cocaine	300 nanogram/milliliters
Amphetamines	1000 nanogram/milliliters
Phencyclidine	25 nanogram/milliliters
All other drugs of abuse	300 nanogram/milliliters or the prevailing SAMSHA standard

II. PROHIBITED CONDUCT

- A. It is the policy of the District that buying, selling, transporting, possessing, using, manufacturing, being under the influence of, or consuming non-prescribed controlled substances is prohibited on all property or designated areas used by the District. Further, consumption of alcohol and possession or transport of open containers of alcohol is likewise prohibited on all property or designated areas used by the District. Property or designated areas include emergency scene response areas, buildings (either in or outside), and District vehicles.
- B. Use of or being under the influence of alcohol or controlled substances including narcotics, sedatives, stimulants, and other controlled substances and mood-altering substances, and abuse of prescribed medications on duty or while operating District equipment or vehicles is prohibited and shall subject an employee to corrective action as set forth in this policy.

III. REASONABLE SUSPICION TESTING

- A. Testing will be requested by a supervisor or designated management employee in those instances where an employee and/or any supervisor feels that reasonable suspicion exists. In the event the immediate supervisor is the person suspected of substance abuse, the employee shall go to the next level in the chain of command.
- B. Such requests to test will be made in the presence of the employee and a Union representative should the employee request Union representation. An employee shall not rely on this provision to defeat the purpose of the test.

- C. When testing is called for as stated above, the employee will immediately be taken by a supervisor or designated management employee to a testing laboratory as specified by the Review Board, where a urinalysis and breathalyzer test will be undertaken. If the employee so requests, he/she may be accompanied to the testing laboratory by a Union representative.
- D. Employees who submit to a urinalysis and breathalyzer test will be asked to sign a Consent Form for Drug and Alcohol Testing, attached as Exhibit B. Exhibit E, Occupational Health Medical Referral Form, must be completed as well and will be available from the Supervisory Officer transporting the employee to the testing facility. The testing is to be undertaken at the Pathology Department lab (see Exhibit C). The transporting Supervisory Officer should call ahead to ask the lab to call in a qualified representative of Oregon Medical Labs to undertake the breathalyzer testing.
- E. The laboratory will be pre-selected by the Review Board from the list of laboratories, attached as Exhibit C, which have been licensed by the Oregon State Department of Health in compliance with ORS 438.435 and OAR 333-24-305 through 350.
- F. The collected sample will be immediately subjected to the proper panel of tests, as designated by the Review Board, and the results of the test(s) will be delivered, in sealed envelopes, to the employee and the Chair of the Review Board. The sealed envelopes delivered to the Chair will be held until such time as the Review Board will have made its determination as to whether the request to test was based upon reasonable suspicion. The decision of the Review Board will be based upon a review of all facts and circumstances leading up to the decision to test. Under no circumstances will the employee taking the person to be tested to the lab be in a circumstance to observe the result (i.e., breathalyzer).
- G. The breathalyzer test result, conducted without the transporting employee present, will be known to the employee who will be provided the result in an envelope. The envelope given the transporting employee will remain sealed and be delivered as soon as possible to the Chair of the Review Board.
- H. If the Review Board determines that the test was based upon reasonable suspicion, the envelope will be opened and a recommendation for further action will be made by the Review Board based upon the results of the test. If the Review Board determines that the request to test was not based upon reasonable suspicion, the envelope will be destroyed in the presence of no less than two Review Board members, one of which must be a Union representative and one a management representative.
- I. The District and the Union understand that results of any test must be made available to the individual being tested, and that nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.
- J. The urinalysis-screening test shall be performed using the Enzyme Immunoassay (EIA) method or current standard prescribed by the Oregon State Health Division.
- K. Any positive results on the individual urinalysis screening test will be confirmed through the use of Gas Chromatography/Mass Spectrometry (GS/MS), Thin Layer Chromatography, High Performance Liquid Chromatography, or current standard prescribed by the Oregon State Health Division.

- L. The Review Board will review all testing procedures annually to determine that the tests used are in compliance with current law and standards of practice as defined by ORS 438.435 and OAR 333-24-305 and any other applicable statutes and administrative rules.