



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE  
LA PINE PROFESSIONAL  
FIREFIGHTERS**

**IAFF 3387**

**AND THE  
LA PINE  
RURAL FIRE  
PROTECTION DISTRICT**



**July 1, 2017 - June 30, 2021**

## TABLE OF CONTENTS

AGREEMENT AND PURPOSE.....	1
1.0. RECOGNITION .....	1
2.0. UNION SECURITY AND CHECK-OFF .....	1
3.0. STRIKES AND LOCKOUTS .....	2
4.0. MANAGEMENT RIGHTS .....	3
5.0. USE OF FACILITIES.....	4
6.0. COMP TIME .....	4
7.0. UNION REPRESENTATION.....	4
8.0. SENIORITY .....	5
9.0. OUTSIDE EMPLOYMENT.....	7
10.0. MINIMUM STAFFING LEVELS .....	7
11.0. HOURS AND OVERTIME.....	8
12.0. SCHOOLS, SEMINARS, TRAINING.....	10
13.0. CONVERSION OF WAGE AND BENEFIT ACCRUALS .....	11
14.0. UNIFORMS.....	11
15.0. VACATIONS .....	12
16.0. HEALTH AND LIFE INSURANCE BENEFITS.....	14
17.0. INDUSTRIAL ACCIDENT AND ILLNESS AND LONG TERM DISABILITY INSURANCE .....	14
18.0. EMT CERTIFICATIONS, PROMOTIONS & COMPENSATION .....	15
19.0. PHYSICAL FITNESS .....	17
20.0. RETIREMENT .....	18

21.0.	SICK LEAVE .....	18
22.0.	OTHER LEAVES .....	20
23.0.	WITNESS OR JURY DUTY .....	21
24.0.	LEAVE WITHOUT PAY .....	21
25.0.	PERSONNEL FILE .....	21
26.0.	GRIEVANCE PROCEDURE .....	21
27.0.	ALCOHOL & DRUGS IN THE WORKPLACE .....	23
28.0.	MODIFICATION .....	23
29.0.	SAVINGS CLAUSE .....	23
30.0.	TERM OF AGREEMENT - TERMINATION .....	24
31.0.	PAY .....	24
32.0.	RESIDENCY REQUIREMENT .....	25
33.0.	FIRE MEDIC PART TIME – LIMITED DURATION	
	EMPLOYEE .....	25
	APPENDIX A .....	29

## **AGREEMENT AND PURPOSE**

This Agreement is entered into between the La Pine Rural Fire Protection District, Oregon, herein referred to as “the District” and the International Association of Firefighters, Local 3387, herein referred to as “the Union.” It is the purpose of this document to set forth the full Agreement between the above-mentioned parties.

The Agreement expressed herein in writing constitutes the entire Agreement between the District and the Union. This Agreement shall supersede all previous oral and written Agreements between the District and the Union. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, maintenance of standards, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties, or the wages, hours and working conditions unless and until such agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.

### **1.0. Recognition**

- 1.1. The District recognizes the Union as the sole and exclusive bargaining agent for all members of the IAFF as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment consistent with the definitions and guidelines of ORS Chapter 243.650 to 243.782. A listing of all classifications covered within the Union is reflected in Appendix A.
- 1.2. The District and the Union shall exercise the terms of the contract without regard to the race, color, sex, national origin, religion, age, marital status, disability, or political affiliation of all members of the bargaining unit.
- 1.3. This Agreement is not designed to, nor does it cover part-time employees, temporary employees, chief officers, administrative employees, probationary employees (for the purpose of discipline and termination), student and reserve volunteers, or other persons except for regularly employed full-time firefighting personnel.
- 1.4. Should new classifications be established by the District and added to this unit and/or should the Employment Relations Board order that new classifications be added to the unit, then the parties will meet and negotiate employment relations as defined by applicable law for these newly added classifications.

### **2.0. Union Security and Check-off**

- 2.1. This Agreement applies equally to all members of the Union. 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 equal amount in lieu of dues.

- 2.2. Any employee in the bargaining unit who has not joined the Union within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee shall pay to the Union an amount of money equal to the uniform dues of the members of the Union as a condition of employment. The automatic deduction is called “check-off”. The Union shall hold the District harmless for check-off.
- 2.3. If an employee objects to check-off 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 District and the Union of the objection. The employee and the Union will establish a satisfactory arrangement for the distribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.
- 2.4. Upon receipt of a complete and signed copy of the form, the District will deduct Union dues from the wages of such employee. The District will not be in violation of this provision due to check-off errors so long as such errors are adjusted no later than the end of the month payroll 30 days after such notice is received.
- 2.5. The employee of the Union will provide the District with written certification of changes in any amount to be deducted. The District will adjust the dues deduction in the time provided in 2.4 above.
- 2.6. The Union will indemnify, defend and hold the District harmless from all suits, actions, proceedings, and claims against the District or persons acting on behalf of the District, whether for damages, compensation, reinstatement in the Union, or any combination thereof, arising from the application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee shall be ordered reimbursed to any non-member, the Union and its members shall be solely responsible for such reimbursement.
- 2.7. All provisions in this section are subject to the requirements of ORS 243.650 to 243.782.

**3.0. Strikes and Lockouts**

- 3.1. Strikes. All employees subject to this agreement are strike-prohibited employees under ORS 243.736. It is unlawful for any such employee to strike or recognize the picket line of a labor organization while in the performance of official duties. In the event of a strike the Union will, upon proper notification, attempt to secure a prompt and orderly return to work.
- 3.2. Lockout. There will be no unlawful lockout of employees in the Union by the District during the term of this Agreement. In the event a lockout is found to be unlawful under the statutes, the District will, upon proper notification, allow a prompt and orderly return

to work.

#### **4.0. Management Rights**

- 4.1.** The Union recognizes the prerogative of the District to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The District retains all customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with, or in any way incidental to, its responsibility to manage the affairs of the District or any part of it, except as otherwise specifically limited by the terms of the Agreement.

The rights of employees of the Union hereunder are limited to those specifically set forth in this Agreement. The District shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision-making with regard thereto, and the subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof, except as noted in Article 29.1 and 29.2.

Without limitation and by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:

To determine the services to be rendered to the citizens of the District and how those services are to be provided.

To determine and follow the District's financial, budgetary and accounting procedures.

To direct and supervise all operations, functions and policies of the District and its departments and the requirements of facilities and their operation in which employees in the Union are employed, as other operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit.

To close or liquidate any office, station, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, operations, or facilities, for budgetary or other reasons.

To manage and direct the work force, including but not limited to, the right to determine the place to report for work, to determine methods, processes, and manner of performing work, the right to hire, promote and retain employees and to transfer them within the same pay range, the right to lay off, the right to abolish positions or reorganize departments, the right to purchase, dispose of and assign equipment or supplies.

To implement new and revise and discard, wholly or in part, all methods, procedures,

materials, equipment, facilities, and standards.

To assign shifts, work days, hours of work and work locations.

To designate and to assign all work duties.

To introduce new duties within the unit.

To determine the need for, and the qualifications of, new employees, transfers and promotions.

To discipline, suspend, demote, or discharge an employee, so long as such action is not arbitrary, in bad faith, or without just cause.

To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the District.

#### **5.0. Use of Facilities**

**5.1.** The Union will be allowed to hold its meetings at any District fire station. Members of the union will be allowed to attend the above meetings while on duty without the loss of pay and in that no other district duties, activities, and/or training are interfered with by members attending such meetings and that no additional staffing is required to cover for such personnel.

**5.2.** Bulletin Boards: The Union will provide a bulletin board for Union use. This bulletin board will be located in the fire station next to other similar bulletin boards. The parties agree that the bulletin board shall be used by the Union only to keep members informed as to its social, charitable and representational activities, and all materials posted on the bulletin board shall conform to District standards (e.g., partisan materials, private or for-profit business solicitations, and inappropriate or offensive messages will not be permitted).

#### **6.0. Comp Time**

**6.1.** Union personnel are given the option to receive comp time, in lieu of overtime pay, for any overtime hours worked. Exchange will be made at an equal rate, as that received for overtime pay; time and a half. Personnel are encouraged to use comp time within the fiscal period of which it is accrued. Comp time may be taken at the discretion of the employee, in time allotments of at least 15 (fifteen) minutes, permitting the comp time

will not mandate overtime for other members of the District.

**7.0. Union Representation**

**7.1.** The Union shall appoint representatives, who shall be entitled to attend meetings with the District. Representatives shall be allowed to attend meetings while on duty without loss of pay to negotiate labor contracts between the District and the Union, or meet with the District as provided under the provisions of Article 26 of this Agreement, and all such representatives shall be available for District response.

**7.2.** In keeping with the principles of participatory management, the District agrees to offer one non-voting seat in the regular operations group meeting and to submit to the Union draft copies (except as noted) of proposed additions, revisions, or deletions of Fire District operations level policies, procedures, or rules and regulations. The Union may, in turn offer written input on the proposals for a period of ten (10) calendar days following the submission, unless waived by a Union representative, which will either be reflected in meeting minutes or confirmed in writing by the Union. However, any suggestions or recommendations submitted by the Union are not required to be implemented by the District. Exceptions to the above procedure are as follows:

Fire District Budget.

Policies, procedures, or rules and regulations effecting only non-Union staff.

Policies, resolutions, motions, or other business of the Board of Directors.

**8.0. Seniority**

**8.1.** Seniority means the length of an employee's continuous service since his/her last date of hire with the Fire District. If two or more employees start on the same date, the order of seniority shall be determined by the entrance examination score prior to assignment or its equivalent.

**8.2.** Time-in-grade means the length of continuous service since the employee's promotion or appointment to a grade or classification.

**8.3.** Lay off means an involuntary termination as a result of a reduction in force.

**8.4.** Bumping means the displacement of an employee by an employee with more time-in-grade.



- 8.5.** Entry Probation. The entry probationary period is twelve (12) months. In exceptional circumstances, the probationary period may be extended for a period of time not to exceed six (6) months. To extend the probation, the District will present the employee with a written notification.

Entry probationary employees are not regular and serve at the pleasure of the District and may be disciplined or discharged without recourse to the grievance procedure.

Promotions within the unit are subject to a twelve (12) month probationary period with extensions in special circumstances of no more than six (6) months. Employees will not be eligible for any pay increases during the entry probationary period, but this provision does not apply to cost of living wage adjustments.

- 8.6.** Layoff. Should the District reduce its work force, layoffs shall be in the inverse order of seniority unless an employee has no option to bump, in which case layoff shall be by time-in-grade. Employees recalled within two years will be recalled in the inverse order of layoff. Such employees shall retain their original seniority. The District may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff. Employees shall keep the District informed of their address. If an employee does not keep the District informed of their address, the District has no obligation to recall such employee. An employee shall have two (2) weeks after mailing of notice to their last address in order to respond to the District otherwise they will be considered to not have responded to recall and will have no further rights under this Article.

- 8.7.** Bumping. In the event of a work force reduction, employees removed from a job classification may elect to bump (displace another employee) provided that:

Bumping will be to the last-held classification.

Employees may only bump other employees with less time-in-grade holding lower or equally classified positions, which they have previously held and are qualified for. Once an employee's bumping options are exhausted, an employee may bump into positions for which s/he has no time-in-grade provided s/he is qualified and a vacancy exists. Such employee shall serve any probation period required for entry into such position. If, as a result of bumping, an employee returns to a position not held by that employee during the past 24 months, there is a six-month probationary period.

Reinstatement to position vacancies shall be in the inverse order of bumping based upon time-in-grade. Failure to return to such position after being offered forfeits any right to return.

In order for bumping to be allowed it can only be employees holding the minimum medical grade as required for the position.

- 8.8.** An employee loses seniority if s/he:

Voluntarily quits work or retires;

Is discharged with cause;

Fails to return from layoff within fourteen (14) days following the request to do so;

Is laid off for more than two (2) years; or

Fails to return from a leave of absence within two (2) normal duty shifts following the expiration of the leave after the District has made a reasonable effort to notify the employee of such expiration.

- 8.9. Employees who transfer or promote to positions outside the Union and who later are returned to the Union by the District shall have a seniority date computed on the basis of the period of time served in the Union.

**9.0. Outside Employment**

- 9.1. Union personnel employed, and/or self-employed other than working with the District must, as soon as reasonably practical, advise the District of such employment, and shall further advise the District on an annual basis by July 1 of each year, after the District provides a reminder notice in writing. Such employment must:

Be compatible with the employee's District work;

In no way detract from the efficiency of the employee's District work;

In no way be a discredit to the District employment; and

Not take preference over extra duty required by District employment.

**10.0. Minimum Staffing Levels**

- 10.1. The District shall maintain no less than four (4) regularly employed full-time firefighters, to include a Duty Officer Captain or AIC Duty Officer Lieutenant, on duty and assigned to operations at all times.

- 10.2. At a minimum, each staffed station will have no less than three (3) on duty personnel consisting of one (1) regularly employed full-time Captain or Lieutenant or AIC Lieutenant and one (1) regularly employed full time Engineer or AIC Engineer, and one (1) District appointed Firefighter/EMT First Responder Volunteer or Resident Volunteer. The District may supplement with additional full time Fire-Medics and/or Reserve

Volunteer Firefighter, First Responders, Medics.

- 10.3. The above conditions do not apply to such times where the District has attempted to fill vacancies and none of the regularly employed full-time firefighters are available to return to work, at which time eligible part-time, reserve volunteers, or reserve resident volunteers may fill the vacancies.
- 10.4. In the event that the voters of this District reject a local option levy, both parties agree to open this clause to appropriately adjust minimum staffing levels.
- 10.5. Under normal operational conditions, and/or when deploying for a State ordered conflagration, companies containing regularly employed fulltime firefighters will be comprised of at least two (2) regularly employed full-time firefighters. At the discretion of the Duty Officer or his/her designee, this requirement may be deviated from only in times of personnel call backs, general alarms, multiple alarm fires or mass casualty incidents. Duty Officer responses, Tender responses, and responses staffed solely by part time, reserve volunteers, or resident reserve volunteers are excluded from this requirement.

#### **11.0. Hours and Overtime**

- 11.1. Except as otherwise provided in this Agreement, the hours of regular duty required of employees should not be more than 242 hours in every 28-day pay period. Hours worked in excess of 212 shall be paid according to Section 11.5.
- 11.2. The normal required work schedule shall be 48 hours of continuous regular duty, followed by 96 hours of continuous off-duty time, subject to recall, emergency duty as outlined in 11.4 and 11.5 below. The normal duty shift begins at 8:00 a.m. and ends at 8:00 a.m. the following day. This provision does not prevent the District from temporarily modifying work schedules where it is necessary to meet the demands of service to the public.
- 11.3. The District and the Union agree that it may be necessary to temporarily modify an employee's work station to meet staffing needs. The District agrees that when an employee arrives at their assigned station and then is requested to relocate, the District will make every attempt to provide round trip transportation for the employee. If round-trip transportation is not available the District agrees to then pay the employee's mileage to his/her new duty station in accordance with the state mileage rate.
- 11.4. When it is necessary for the District to change an employee's regular shift assignment (sixty (60) calendar days or longer), the employee shall be notified a minimum of thirty (30) calendar days prior to such a change. Employees may elect to waive this thirty (30) day notice. Any pre-shift change approved time off will be honored.

- 11.5.** Pursuant to 7(k) of the FLSA, except as otherwise provided in these conditions, employees should be paid overtime at the rate of one and one half (1 ½) their regular rate of hourly pay for work performed in excess of 242 hours in the work period. For work performed in excess of 212 hours but less than 242 hours during the work period, employees shall be paid at the rate of one half (½) their regular rate of hourly pay in addition to their regular rate. In computing these hours, vacation and sick leave time will be counted.
- 11.6.** Where additional unanticipated over-time is to be required of the Union personnel, it is to be offered to the employees on a rotating list basis. When the opportunity for additional overtime arises, calls will be made from that list until an eligible employee accepts the overtime. If the overtime length is greater than four (4) hours and less than twelve (12) hours, the employee has the option to either retain their position on the list or move their name to the bottom of the list. If no employee accepts, the first eligible employee's name on the list may be contacted and ordered to report to duty. A personnel callback (1PC/General Alarm) is not affected by this procedure.
- 11.7.** In the event that the District anticipates the need for overtime coverage from the Union personnel, the District may post a sign-up roster at each staffed fire station. This roster will announce the day and times that will need to be filled. Employees who are interested and eligible to cover this time may sign the roster. Such rosters must remain posted in their designated locations until all employees from each of the three shifts assignments (i.e., A, B, or C) have had the opportunity to observe them. After the aforesaid time has been allowed the District may collect the rosters and compare them to the primary revolving overtime list (as described in 11.4. above). The employee whose name is highest on the primary list and also present on the sign-up roster will be scheduled for the overtime. The district will notify this employee as soon as reasonably possible.
- 11.8.** When employees are called back to respond to an emergency, and they respond and go on duty, a four (4) hour minimum will be credited on their time sheet. In this situation, employees must be available to stay on duty at least four (4) hours or as otherwise directed by their supervisor.
- 11.9.** When an employee is working a regular 48-hour work schedule, or longer, and has been allowed less than six hours of continuous sleep, they will be allowed to sleep up to five hours the following day to make up any deficiency in the six hours. The purpose of this is to allow for a total of six hours for the first sleep period. The District may interrupt this time to call for duty to perform public service.
- 11.10.** Trading time. Employees shall have the right and with the approval of the District to exchange shifts without limit so long as the person working the trade time is qualified to perform the duties and no overtime is incurred, nor any other additional cost to the District. When any Acting in Capacity (AIC) is required during a trade, the limitations above are applicable. No employee shall work trade time that will require them to work

in excess of seventy-two (72) consecutive hours. All shift trades shall be repaid within a reasonable time. Employees shall give written notice to their supervisor of the trade as soon as reasonably prudent and notice should be signed by both employees with the times and dates of trade.

- 11.11. Work Period. (A)** The employee's work period is the entire time that he/she is on duty, during which he/she is required to maintain response readiness and to handle emergency alarms at any moment and for any duration. The parties agree that alarm readiness, alarm response, training, program work and special projects are essential functions to the mission of the District, however, the employee's health, safety, rest and recovery time are equally essential and should be given due regard. Because the employee and his/her Officers often have the best sense of how to effectively accomplish the District's goals, and how balance that with adequate and reasonable rest and recovery time, the intent of this section is not to set a rigid time standard. Rather, it is to maintain a flexible guideline that is consistent with current practice and provides for an efficient and healthy work/rest ratio. All work and rest periods shall be managed by the employee's Shift and Company Officers, and no retaliatory or unreasonable "busy work" or training shall be assigned.

**(B)** On all designated District holidays, employees will only be expected to perform regularly scheduled maintenance duties, handle emergency alarms, and such duties that are necessary to maintain emergency response readiness. On District holidays, the District may schedule training and public education events which cannot be scheduled otherwise with due diligence. Sleep, rest and recovery time may be postponed or interrupted by emergency alarms and special critical assignments necessary to maintain response readiness.

- 11.12.** District management initiated phone calls received at home/off duty for the purpose of questions or inquiries related to work related subjects are considered hours worked under the FLSA. Consistent with the FLSA, however, if the time is considered "de minimis," it will not be compensable. The employee must work at least one-tenth (1/10th) of an hour (six (6) minutes) before receiving pay for this time.

## **12.0. Schools, Seminars, Training**

- 12.1.** Decisions concerning attendance at conferences, conventions or other meetings at the District's expense will be made by the Fire Chief. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of his/her District work to the subject matter of a meeting.
- 12.2.** The employee's food, lodging and travel expenses shall be paid by the District as provided by policy, for an employee required to attend a conference or business meeting

when said conference or business meeting is held at locations other than the employee's regular job location.

- 12.3. The District shall pay travel expenses, tuition and instructional material costs for any employee required by the District to attend a regular course of instruction. Where training is not required by the District, the employee and the District may enter into a cost-sharing agreement, when mutually agreed to by both parties.
- 12.4. For the purpose of encouraging employees to pursue an education directly related to their duties for the District, the District shall afford employees time off during regular working hours, upon request and without loss of pay or the obligation to make up the time, to attend individually approved courses for each employee by the Fire Chief or his/her designee. Approval shall be subject to staffing needs of the District.
- 12.5. Employees shall receive all training, as provided above, for all required professional certifications.

#### **13.0. Conversion of Wage and Benefit Accruals**

- 13.1. Employees officially transferred from the 28 day work period to other work periods will have their hours and benefits converted to assure the same total dollar value for the given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from any work period to another work period.

Example: As personnel transfer from 56 to 40 hour workweek or vice versa, their wage would be converted accordingly by either multiplying (40 to 56) or dividing (56 to 40) the base hourly wage by 1.4.

#### **14.0. Uniforms**

- 14.1. Uniformed employees covered under this Agreement shall be provided with uniforms by the Fire District. All uniform items provided to an employee shall be purchased new or like new and be of the correct size and fit for that employee. Employees are responsible to decon, wash and maintain issued uniforms and gear according to the manufacturer's guidelines and District policy, for which the District will provide supplies.
- 14.2. Damage to uniforms due to unauthorized use will be repaired or replaced at the employee's expense. Uniforms are to be worn only on duty, or directly to and from work and other special occasions by permission of the Fire Chief.
- 14.3. All items of clothing, protective or otherwise, belonging to the Fire District that are

damaged in the line of duty will be replaced, dry cleaned, or mended at the Fire Districts expense. Items belonging to employees that are damaged in the line of duty will be replaced, dry cleaned, or mended by the Fire District at the Fire Chiefs discretion.

- 14.4.** The uniforms provided under this article will include the following, District T-shirts, sweat shirts and Polo's shall have the employee's name, rank and level of EMS certification embroidered or silk-screened over the right chest.

3-Pair Fire Resistive, Fire Service Uniform Pants (black or blue in color)

1-Pair High Quality, Wildland or Structural Firefighting Approved,

Duty Boots (Polish-able)

2-Dress Uniform Shirts (navy in color)

1-Badge

3-District T-shirts

1-Belt

1-District Sweat Shirt

1- Name Bar

2-District Polo Shirts

1-Set Structural Turnouts

1-Winter Parka (insulated and water- proof)

1-Set Wildland Turnouts

1- Pair District workout shorts

- 14.5.** If a particular article of clothing is torn, excessively worn or discolored the Fire District shall replace it as soon as possible. Structural and Wildland Turnouts shall be maintained or replaced in a preventative manner that will insure each articles continuous strength, integrity and serviceability, so as to provide for the employee's safety.

- 14.6.** Use and configuration of the uniform will be as per Fire District policy. Only issued uniforms or uniforms specifically mentioned in this Agreement, shall be worn while on duty. Union members may wear navy colored apparel bearing the IAFF logo, "Local 3387", and "La Pine Professional Firefighters" anytime while on duty, as long as it is consistent with the District's uniform style.

## **15.0. Vacations**

- 15.1.** Shift personnel are credited with:

Completed Years of Service

Amount of Vacation/Holiday Time

After one year----- 240 hours

After five years----- 288 hours

After ten years----- 336 hours

After fifteen years----- 408 hours

After twenty years-----480 hours

- 15.2.** Time off shall be granted in any combination of shifts by the Fire Chief. In the event a non-probationary employee terminates his/her employment, or is terminated due to death, retirement, or disability, the employee or employee's beneficiary shall receive full pay for all unused vacation time from the preceding year on a pro-rata basis. Probationary employees shall not receive any vacation/holiday accrual or payment upon termination.

- 15.3. (a)** Scheduling shall be managed by the following method:

Time off scheduling shall be divided into two semesters; January 1 through June 30 and July 1 through December 31. Time off shall be awarded in the next semester only.

Scheduling for January 1 through June 30 shall commence on November 1 prior to the semester and continue until November 15.

Scheduling for July 1 through December 31 shall commence on May 1 prior to the semester and continue until May 15.

Vacation days will be awarded in two phases.

Phase 1: Each employee, by seniority, going from most senior to least senior, per shift assignment, will choose a maximum of two (2) consecutive normal duty shift days for vacation, according to the above said scheduling, until all members of the shift assignment have been able to choose. Once done, phase 2 will commence.

Phase 2: Each employee, by seniority, going from most senior to least senior, per shift assignment, will choose the remainder of available vacation days they choose to take, according to the above said scheduling times.

**(b)** Time off requests not scheduled during the above-mentioned period will be submitted in writing and approved by the Fire Chief or his/her designee prior to their occurrence, and will be based on Fire District work schedules and needs on a first come, first serve basis.

- 15.4.** Employees will be permitted to carry over one-half of their yearly vacation hours to the next fiscal year, with a cap placed at one and a half years total vacation hours at any given time. If an employee requests vacation in the last two (2) months of the fiscal year and they are denied their request, they may have more vacation days than they are



allowed to carry over. That employee will be given a six (6) month extension on those vacation days to use.

- 15.5. Employees may elect to cash out vacation time and receive payment by check in lieu of taking time off for up to forty-eight (48) accrued vacation time hours. The employee shall notify the District of the number of hours to be sold back no later than May 5<sup>th</sup> of each year. Such cash out will be made on the June 1<sup>st</sup> payroll.
- 15.6. One employee at a time, per normal duty shift may be off due to vacation and/or comp time. Three employees total on separate shift assignments (A, B & C) may have vacation scheduled and be off concurrently.
- 15.7. The District may cancel all or part of an employee's scheduled time off if unforeseen emergency conditions require the affected employee to report to duty. In the event that the District cancels an employee's scheduled vacation, the District shall be responsible for financially compensating this employee for any non-refundable vacation expenses so as to make the employee whole and without any financial loss resulting from such a cancellation.

#### **16.0. Health and Life Insurance Benefits**

- 16.1. During the life of this Agreement, the District shall provide each single employee, employee with spouse, employee and child, or employee with family, as is applicable, with medical, hospital, major medical, prescription, and vision insurance plan at the set benefit level. Effective July 1, 2018, the District shall change to the PPO Plan II-A or one which is substantially equivalent or better (if the PPO Plan II-A is not available).
- 16.2. During the life of this Agreement, the District shall provide each single employee, employee with spouse, employee and child, or employee with family, as is applicable, with a dental insurance plan at the set benefit level.
- 16.3. During the life of this Agreement, the District shall provide each employee with \$50,000 accidental death on-duty life insurance protection. The District will also provide \$20,000 double indemnity life insurance policy, 24 hours a day. (Each member may increase this coverage by \$10,000 increments at their own expense.)
- 16.4. Effective July 1, 2017, the District shall be responsible for 100% of the insurance premiums for the plans listed above in 16.1, 16.2 and 16.3 (with the exception of the individual member's buy-up). Effective July 1, 2018, the District shall be responsible for

98% of the insurance premiums and the employee shall be responsible for 2% of the insurance premiums. Effective July 1, 2019, the District shall be responsible for 95% of the insurance premiums and the employee shall be responsible for 5% of the insurance premiums. Effective July 1, 2020, the District shall be responsible for 95% of the insurance premiums and the employee shall be responsible for 5% of the insurance premiums. Employee contributions shall be taken from employee paychecks through an automatic payroll deduction.

- 16.5. The District shall provide employees with the option to purchase and facilitate the employee in obtaining benefits such as, but not limited to, twenty-four hour life insurance, short-term disability insurance, and personal cancer protection insurance with all additional expense deducted from the employee's monthly pay.
- 16.6. In the event that any of the current plans referred to in this section are no longer available or become cost prohibitive (Annual increase of more than 20%), the Union and District shall agree to reopen Section 16 for the purpose of negotiating a new plan.
- 16.7. The District shall make available for employees to participate and contribute in the Nationwide Post Employment Health Plan (PEHP). However, the Employer shall not remit any Employer contributions on its own behalf.

**17.0. Industrial Accident and Illness and Long-Term Disability Insurance**

- 17.1. Industrial Accident Insurance shall be provided to employees in accordance with applicable Oregon laws, rules and regulations.
- 17.2. During the life of this Agreement, the District will provide a long-term disability benefit to insure sixty (60) percent of the employee's base wage for any disability resulting from an on or off-duty injury or illness.
- 17.3. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness.
- 17.4. If an employee becomes disabled, the employee shall not be terminated until one (1) year from the onset of the injury. If after one (1) year has passed and the employee is still disabled, the employee must provide the District with written notice from his/her physician stating they have at least a 75% chance of returning to their duties by the second (2nd) anniversary of the injury. If the employee can supply such notice at this time the employee will not be terminated for two (2) years from the onset of the injury. If the employee cannot provide such notice, then the employee shall be terminated at that time.
- 17.5. After ninety (90) days, disabled employees will be on leave from the District without pay,

unless receiving benefits as provided in this Agreement.

- 17.6. Sick leave shall not be used if an employee is eligible to claim long-term disability benefits.

**18.0. EMT Certifications, Promotions & Compensation**

- 18.1. EMT Certifications. The Fire District and the Union recognize the need to have highly trained employees to operate the Fire District rescue equipment and to respond to medical emergencies. To this end, the Fire District and the Union agree as follows:  
Emergency Medical Technician-P (EMT-P) certification shall be mandatory minimum level of certification required for all positions in the bargaining unit.

(A) The employees shall be responsible for continuing to maintain the required level of EMT certification as a condition of continued employment.

(B) The Fire District will pay expenses associated with the EMT's re-certifications that the employee currently has and other mandatory certifications. Such expenses may include transportation and travel costs, application and test fees, registration fees, etc. The Fire District will decide how many employees will be involved at any one time due to budgeting and staffing requirements.

- 18.2. Compensation. Employees shall be compensated in accordance with the pay schedules attached to this Agreement and Marked "Appendix A" which is hereby incorporated into and made a part of this Agreement.
- 18.3. Longevity. Longevity is compensated in accordance to the pay step schedules attached to this Agreement and marked as "Appendix A," which is hereby incorporated into and made a part of this Agreement .
- 18.4. Working Out of Classification.

(A) When an employee is required to work by the District in a higher job classification for at least two (2) hours or more, he/she shall receive the pay rate for the higher classification for the time worked in a higher classification until the return to their previous job classification. If an employee takes a vacation, sick leave, or other paid time off while working in a higher classification and returns to the higher classification, he/she shall be paid their regular position's salary rate for such vacation and sick leave. Employees will maintain their current pay rate for working in a lower job classification at the Step Level they have achieved.

## **18.5 Promotions**

**(A) Testing.** No employees shall be promoted from one rank to another without first having passed a promotion examination. Promotion examinations shall be based upon ascertained merit and standing upon examination. The Fire District shall post promotion opportunities in-house for a minimum of ten (10) days. If there is not at least one additional candidate for promotion, the Fire District will post the job opportunity to the public. Whenever a promotional examination is given, the notice announcing such an examination shall state: The passing score on all parts of the examination; the relative weight of each part of the examination and the length of time the eligibility list established by the examination process will be effective.

**(B) Eligibility.** It shall be a prerequisite that any applicant for examination for a position of classification above that of firefighter in the bargaining unit shall have had service for at least two (2) years for Engineer, three (3) years for Lieutenant and five (5) years for Captain in the Fire District. Promotional vacancies for classifications listed in "Appendix A" may be filled by the Fire District not in accordance with years or outside the Fire District only if: (A) After posting a promotional opportunity in accordance with 19.5 (A) of this section, the Fire District receives no notices of intent to participate as outlined in 19.5.c.

**(C) Procedures.** Employees must submit in writing to the Fire Chief or his/her designee, their intent to participate in the testing procedure not later than ten (10) calendar days after the Fire Chief has notified the District of an upcoming promotional test. The content of the examination shall be limited to measuring of skill, technical knowledge and level of self-development attained for the classification sought by applicants. When a position opens up for promotion, there will be a minimum of one additional applicant to negate uncontested promotions. When oral examinations are given, the oral board will be made up of Fire District members from outside the La Pine Rural Fire Protection District.

**(D) Credit for Seniority.** In the event two (2) or more applicants are equally qualified by virtue of identical test scores, seniority shall govern placement on the promotional list.

**(E) Promotional List.** Promotional list shall be established from test scores, with number one on the list being that employee who had the best or top overall score. The list will serve to advise each applicant of his standing relative to the outcome of the test procedure.

**(F) Appointment.** When the Fire District desires to fill a vacancy, it shall choose the candidate with the highest overall score on the eligibility list, unless the Fire Chief determines that such individual is not the most qualified and puts his reasons for such determination in writing.

(G) Promotional Probationary Period. Regular employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) full months. The Union also recognizes the right of the employer, to demote an employee on probationary status, shall not be subject to the grievance procedure. Such demotion shall not be considered a disciplinary action. The reasons for the demotion shall be supplied in writing to the demoted employee within 48 hours after the demotion.

- 18.6. Effective January 1, 2016, payroll shall be made based upon twenty-six (26) pay periods working the equivalent of the standard of 2,912 hours per year.
- 18.7. An employee will have two (2) anniversary dates. One (1) the actual Date of Hire for the purpose of calculating retirement, seniority, vacation, and sick leave. And two (2) Promotion and/or Job classification date for calculating payroll and step increases. These two dates can be the same for a newer employee who has not promoted and/or changed job classifications.

As of July 1, 2012 employees will receive any step increases qualified for based on their Promotion/Job classification anniversary date.

**19.0. Physical Fitness**

- 19.1. The District shall establish an annual fund for Health and Wellness Program. The amount of the fund shall be based on \$315.00 per line staff personnel. The fund will be used by the Health and Wellness Coordinator to improve on the health and wellness program. Equipment shall be maintained in good working order so as to provide for effective exercise and employee safety. Equipment will be available to all District members and shall provide for both aerobic and anaerobic exercise.
- 19.2. This physical fitness period shall be scheduled by the employee and will only normally be superseded by emergency responses and pre-scheduled activities that could not be scheduled outside of this period. At the conclusion of such responses or activities, the fitness period will resume until members are able to complete their workout. Physical fitness goals will include activities to improve performance in each of four major areas: cardiovascular fitness, muscular strength/endurance, body composition and flexibility. A considerable amount of individual discretion shall be allowed on selection and managing fitness activities to reach these goals.
- 19.3. Employees shall maintain reasonable physical fitness, and will participate annually in a physical assessment. The IAFF/IAFC Joint Health and Wellness Program shall be used for this purpose. Failure to participate in the program shall result in disciplinary action in accordance with Fire District policy.

## **20.0. Retirement**

- 20.1.** The District shall participate in the Oregon Public Employees Retirement System (PERS), or the Oregon Public Service Retirement Plan (OPSRP) for employees as applicable and as required by law.
- 20.2.** The District shall continue to pay (pick-up) the employee's contribution in the employee's name. Under applicable retirement law and administrative rule, this money continues to be the employee's money to which they are entitled upon retirement or withdrawal from contributions from PERS.

## **21.0. Sick Leave**

- 21.1.** Sick leave is earned beginning the date of hire, but employees are not eligible for sick leave benefits until they have been accrued as provided in Articles 22.2 and 22.4. The use of accrued sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries. After usage of Oregon sick leave, an employee will not be entitled to sick leave for injuries suffered while employee is working on a job outside of his/her employment with the Fire District. Sick leave may be limited to the period that the employee's absence is actually needed. Abuse of sick leave usage may be cause for discipline. Verification of sick leave usage by a doctor's certificate or prescription may be requested, as permitted by law.
- 21.2.** Accrual Rate: Employees will accrue sick leave at the rate of 18 hours per month.
- 21.3.** Use of Sick Leave: Sick leave may be used for:
  - A. An employee's own mental or physical illness or injury, or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care; medical appointment that cannot be scheduled outside the workday, employees will make every effort to schedule such medical appointments outside the workday; or
  - B. Care for a family member for the above reasons (For purposes of this article, "family members" consist of spouses, parents, parents-in-law, children, grandparents, grandchildren, domestic partners, and children and parents of domestic partners.);
  - C. For any of the purposes covered under the Oregon Family Leave Act (OFLA), including the employee's serious health condition, to care for a family member with a serious health condition; to bond with and care for a new child (parental leave); or to care for a child with a non-serious injury or illness requiring home care (sick child leave);

- D. For leave related to domestic violence, harassment, sexual assault or stalking of the employee or dependent child of the employee;
- E. Donating accrued sick leave to another employee if the other employee uses the donated sick leave for a purpose under Oregon law;
- F. Public health emergency, including closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public health authority or health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others; or
- G. Exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

**21.4. Payment of Sick Leave:** Payment for sick leave shall be paid at the employee's regular straight-time hourly rate of pay but not to exceed the number of hours in the employee's normal duty shift. Sick leave time will be counted as hours worked for purposes of determining overtime.

**21.5. Sick Leave Notification:** To be eligible for sick leave benefits, an employee shall notify the Employer prior to the start of his normal duty shift, or as soon as possible, that the employee will be unable to work. Additionally, the employee shall notify the Employer for each of his/her normal duty shift of his/her progress so that the Employer may plan for the employee's return, unless otherwise waived by the Employer. Failure to notify the Employer as provided shall disqualify the employee from sick leave benefits. For planned paid sick leave, the employee must notify the District at least 10 calendar days prior to the date the leave will commence or as soon as practicable.

**21.6. Unused Accrued Sick Leave at Time of Departure:** Upon retirement, the District shall credit the unused sick leave to increase retirement benefits under PERS as provided in ORS 237.153. Unused sick leave will not be paid to an employee upon termination of employment.

**21.7. Carry Over and Incentive:** Effective January 1, 2018, employees can carry accrued but unused paid sick leave to the following year. For those employees who carryover a minimum of 168 hours of sick leave from a calendar year, the employee may sell back up to 48 hours of sick leave, from that same accrual year, at the employee's straight time rate

of pay. The cash out request must be made before the last payroll period at end of each year. Failure to request a cash out by the deadline will forfeit the opportunity. Such sick leave cash out will not be allowed upon termination of employment.

- 21.8.** Modified Duty: The District will provide short-term modified work for employees who are temporarily disabled due to illness or off-the-job injury as provided in this section. Modified work assignments may be granted upon written request by the employee to the Fire Chief or designee, or the District can direct the employee to perform a modified work assignment. However, all such assignments shall be based upon the District's needs and the employee's physical limitations as determined by the employee's attending physician.

**22.0. Other Leaves**

- 22.1.** Bereavement leave. In the event of a death in the immediate family (spouse, parent, foster-parent, child, foster-child, sibling, grandchild or grandparent, mother or father-in-law, sister/brother-in-law, any individuals living in the employees personal household, or any other person with whom the employee is or was in a relationship of in loco parentis), the employee may take up to three consecutive calendar days (e.g., a Monday, Tuesday, Wednesday) off with pay for the hours they would have normally been scheduled during that time to make funeral arrangements if necessary and to attend the funeral at no charge to the employee. The employee may take additional bereavement leave up to a total of two calendar weeks. Additional leave may be granted by the Fire Chief at his discretion. Bereavement leave after the first three consecutive days will be charged to either sick leave, vacation leave, or leave without pay, as directed by the employee. All bereavement leave must be completed within sixty (60) days of the date on which the employee receive notice of the death of a family member. Additional leave with pay of up to a normal duty shift may be granted when an employee serves as a pallbearer at the funeral on that day or that is required for extended travel for a funeral on a prior or subsequent day of the normal duty shift.

- 22.2.** Family Medical Leave shall be granted as provided by law.

- 22.3.** Military Leave shall be granted as provided by law.

**23.0. Witness or Jury Duty**



- 23.1.** Employees will not suffer a loss in salary when required to attend jury duty. The employee shall advise the District of all fees received for jury duty for normal days of work. These fees will be deducted from the employee's gross income. Employees subpoenaed as a witness as a result of their official duties or if they are required to appear in court as a witness for the District, all such time shall be considered as hours worked and paid in accordance with the policies of the District. Employees will be expected to report to work when less than the normal duty shift is required for jury duty or witness duties during their normal duty shift. This provision does not include any payment for court attendance for personal legal business or actions against the District.

**24.0. Leave without Pay**

- 24.1.** An employee may be granted leave of absence without pay upon the approval of the District. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the District. No leave without pay will be granted for any period of time where employee still has available vacation or personal leave days.
- 24.2.** Employees on leave without pay for longer than thirty (30) calendar days or more will not accrue or be eligible for any benefits provided under the terms of this Agreement, including insurance.

**25.0. Personnel File**

- 25.1.** No material in any form which can be construed to be disciplinary shall be placed in the employee's personnel file unless he/she has been allowed to read such material, to sign such material indicating receipt only and unless he/she is given opportunity to respond in writing to this material, which shall be retained in the employee's personnel file as long as the disciplinary material is contained therein. After one year of the complained of act, any disciplinary material may be removed from an employee's personnel file, at the discretion of the Fire Chief, following review of such material by the affected employee and the Fire Chief, and kept in a separate file to establish forewarning and for litigation defense only.
- 25.2.** Any employee, upon request to the Fire Chief shall have access to review and reproduction of his/her personnel file in full or in part.

**26.0. Grievance Procedure**

- 26.1.** For the purpose of this Agreement, a grievance is defined as a dispute about the meaning

or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.

**26.2.** Grievances shall be processed in the following manner:

Step 1

The employee(s) shall discuss the grievance with their immediate supervisor within ten (10) calendar days of the occurrence thereof, or of the employee's knowledge thereof. Such discussion shall include the facts upon which the grievance is based, and specific remedy sought. The supervisor shall respond to the grievance as quickly as possible, but no later than ten (10) calendar days after the grievance is first discussed.

Step 2

If after ten (10) calendar days from the immediate supervisor's reply the grievance remains unresolved, the Union together with the employee may claim a breach of this Agreement by submitting written notice to the Fire Chief. This grievance letter shall include (1) statement of the grievance and relevant facts; (2) specific provision(s) of the contract violated; (3) remedy sought. A meeting shall be scheduled within ten (10) calendar days of the receipt of written notice to review the facts of the grievance. The Fire Chief shall respond in writing ten (10) calendar days after the meeting with the employee. The employee may elect to have a/an Union representative(s) present at this meeting. (Note: The Union or District may request a reasonable extension of time. Such request will not be arbitrarily denied.)

Step 3

If the grievance is not resolved within ten (10) calendar days following the Fire Chief's response, the grievance along with the pertinent written information, may be submitted to mediation as provided by the Oregon State Employment Relations Board.

If the grievance remains unresolved following mediation, or if either the District or the Union chooses to bypass mediation, the grievance may be submitted to arbitration.

Arbitration shall be conducted in the following manner:

A list of seven (7) Oregon/Washington-based arbitrator names shall be requested from the Oregon State Employment Relations Board. The party striking the first name shall be determined by coin toss. The parties shall alternately strike one (1) name from the list until only one is left. The one remaining shall be the arbitrator. The arbitrator shall conduct arbitration according to current rules of arbitration and shall render a decision within thirty (30) days. The decision of the arbitrator shall be binding on both parties.

Each party shall be responsible for all cost of presenting its position to the arbitrator.

The cost of the arbitrator shall be shared equally by both the District and the Union.

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with the time limits specified in this article, without such waiver, shall constitute an abandonment of the grievance for the Union and failure on the part of the District to meet the time limits specified in this article, without such waiver, shall constitute resolution of the grievance in favor of the Union, only if such failure to reply occurs in Step 2 or Step 3 of the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

As used in this article, unless otherwise specified, "days" means calendar days.

**27.0. Alcohol & Drugs in the Workplace**

- 27.1** As per the Memorandum of Understanding entered into on February 4, 2004 between the District and the Bargaining Unit, Board Policy #03-02 Alcohol & Drugs in the Workplace policy adopted by the La Pine Fire District Board of Directors on February 10, 2004 is officially made part of this Agreement, and should the District seek to update the policy, the parties shall bargain the mandatory subjects of bargaining to the extent required by applicable law.

**28.0. Modification**

- 28.1.** By mutual consent, both parties may agree to open any specific portion(s) of the Agreement to modification, amendment, addition, or deletion, so long as both parties agree to the terms of such negotiation.
- 28.2.** If either party wishes to modify, amend, add to, or delete any of the provisions of the current Agreement for purposes of negotiating a future agreement, in the last year prior to its termination, that party must give written notice at least ninety (90) days prior to June 30 of that year. In the event written notice is not received by either party, the existing Agreement will carry forth until June 30 of the following year.

**29.0. Savings Clause**

- 29.1.** The provisions of this Agreement 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.

- 29.2.** 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 30 calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

**30.0. Term of Agreement - Termination**

- 30.1.** This Agreement shall be effective as of final execution by both parties and shall be binding upon the District, the Union, and its members and shall remain in force and effect through June 30, 2021.

**31.0. Pay**

**31.1.**

Effective July 1, 2017: A two percent (2%) increase to all pay steps, at all positions of the pay scale.

Effective July 1, 2018: A three percent (3%) increase to all pay steps, at all positions of the pay scale.

Effective July 1, 2019: A four percent (4%) increase to all pay steps, at all positions of the pay scale.

Effective July 1, 2020: A four percent (4%) increase to all pay steps, at all positions of the pay scale.

**31.2. Incentives**

**Residency.** Employees who have maintained physical and legal residency within the fire district boundaries for the full preceding year (July 1 to June 30) shall receive a 1% bonus based at their current step and class as outlined in Appendix A.

**Call Backs.** Employees who respond (when off normal duty shift) to at least 10% of the combined personnel call backs and general alarms (1PC's) in a year (July 1 to June 30)

shall receive a 1% bonus based at their current step and class as outlined in Appendix A.

**Physical Fitness.** Employees who (1) meet or exceed an agreed to level in the annual peer physical fitness test; (2) participate in and document into the daily log at least forty (40) minutes of physical training for a minimum of 50% of the worked normal duty shifts in a year; and (3) receive all required immunizations, including an annual flu shot shall receive a 1% bonus based at their current step and class as outlined in Appendix A.

All incentive pay shall be paid at the end of the fiscal year in a separate incentives bonus check.

### **32.0. Residency Requirement**

- 32.1. Employees hired on or after July 1, 2012 shall have a primary residence and live within thirty (30) minutes of the nearest District fire station.

### **33.0. Fire Medic Part Time - Limited Duration Employee**

- 33.1. Part-time position(s) shall be filled with certified firefighter/paramedics that have gone through the La Pine Student Firefighter and/or reserve programs, and have completed that program in good standing, are District-certified to operate as a firefighter/paramedic, seeking a fire service career, and not in full-time employment with any other fire agency.

Part-time employees shall not be used unless the entire bargaining unit has been provided the opportunity to fill a full-time normal duty shift, and/or augmentation is required in the event of a PC or general alarm callback request. In the event that the entire bargaining unit is unable to fill a full-time normal duty shift, part-time employees may be used. In the event of a PC or general alarm callback request, part-time employees may be used.

Part-time employees shall be used only on a shift-by-shift basis, and not in lieu of a bargaining unit member who must be absent for an extended duration for any reason. In the case of an extended absence by a bargaining unit member, each available shift shall be filled first by a bargaining unit member, and if no bargaining unit member is available, part-time employees may be used to fill the shift.

Part-time employees shall not be used in lieu of any existing or future created full-time positions as required to maintain staffing mandates in the CBA, or that become a regular duty shift addition to staffing by the district, or to replace any full-time positions that may become open (such as in a resignation, termination, or layoff situation) and/or to fill a full-time employee position(s) that would be required in the future to meet minimum staffing requirements.

- 33.2.** Part-time limited duration employees shall not be members of the bargaining unit. Part-time limited duration employees shall not be entitled to the benefits and privileges that fulltime employees enjoy under this Collective Bargaining Agreement, thus the separate classification.

Part-time limited duration employees shall have the employee due-process protections as stated in the CBA, however, as part-time limited duration employees, they will be at-will employees with no guarantee of hours or further employment.

Consistent with the provisions of this article, part-time limited duration employees must be available for recall duties when requested by the District. The District shall have the right to limit part-time limited duration employee hours.

- 33.3.** Additionally, the following Articles and sections of this agreement shall not apply to the part-time limited duration employees:

Article 8	Seniority
Article 11	Hours and Overtime
Article 13	Conversions of Wage and Benefit Accruals
Article 16	Vacations
Article 17	Health and Life Insurance Benefits
Article 21	Retirement
Article 22	Sick Leave
Article 23	Other Leave

- 33.4.** Compensation and benefits for part-time limited duration employees:

Pay: Minimum base hourly wage for a firefighter/paramedic as defined in the most current CBA. Part-time limited duration employee shall be paid all hours worked, including hours that the district mandates as required training.

Overtime: After working 212 hours in the 28-day work period, part-time employees shall be paid according to Section 11.5. Applicable only after 212 hours worked in the 28-day work period, part-time employees will be eligible for the 4 hour pay guarantee on PC and/or general alarm call backs.

Benefits: Retirement- none, unless the part-time limited duration employee works more than 1,040 hours in a year. Part-time limited duration employees may be eligible to participate in the employer-sponsored 401(k) plan, per the plan's eligibility requirements. Health insurance- none, except as required by law.

Earned sick leave: none.

Reserve-volunteer status: The part-time limited duration status does not have any effect on volunteer/reserve status. La Pine reserve/volunteer status does not change. If a volunteer/reserve qualifies and is selected to participate in the part-time limited duration program the individual will be paid at the fire/medic hourly wage rate.

**33.5.** A part-time employee may apply, and competitively test for an open full-time position and-if selected, become a full-time bargaining unit member under the CBA.

**33.6.** In the event that a part-time limited duration employee performs work for the district that spans 60 or more days, that employee may be required to join the Union, consistent with applicable laws and Union by-laws.

**34.0. Full-time Floating Schedule Firefighter/Paramedic**

**34.1.** Additional full-time Firefighter/Paramedic staffing will be added as a Floater FF/Paramedic classification until such time as the District hires a total of three (3) such employees so as to evenly assign to the shift assignments. Thereafter, the classification will revert to the classification of regular full-time Firefighter/Paramedic.

**34.2.** Article 11 shall be modified as follows: Floaters' work schedule shall be pre-scheduled in blocks of time that follow the district's vacation planning semesters. The position(s) normal schedule will be in 24 hour normal duty shifts and may or may not coincide with the 48/96 schedule. The position will be assigned an even as possible number of 24 hours shifts between A, B and C shift assignments per the vacation planning semester substituting for a normal duty shift on scheduled leave with a minimum of 4-24 normal duty shifts per pay period and not to exceed 5-24-hour normal duty shifts per pay period for the employee's shift assignment.

**34.3.** Article 15 Vacation Scheduling shall be modified as follows:

Floaters shall be able to sign up for vacation leave between Nov 1 and Nov 15 for the Jan

1 through June 30 vacation planning semester and between May 1 and May 15 for the July 1 through December 31 vacation planning semester. Not being assigned to a specific shift assignment, the Floater will not be subject to regular seniority vacation selection preference process. The seniority vacation scheduling process will be used if there are two Floaters, then seniority preference will be used for up to the first pick of up to 4 normal duty shifts within a pay period and per semester and then the less senior Floater may choose up to 4 normal duty shifts within a pay period and per semester. Then, by seniority within the classification as applicable, the employee(s) will request remaining desired vacation time not to exceed 4 normal duty shifts per pay period.

Vacation use will not be constrained by Section 15.6 as Floaters are not assigned a regular shift assignment. However, Floaters will be limited to use 4 shifts of vacation within a pay period as their normal full work period.

- 34.4.** The Floater(s) shall meet with the Fire Chief or designee within 7 days of the closing of each vacation planning semester to establish his/her work schedule and establish vacation dates. A work schedule will be published following the meeting and provided to the employee and Fire District staff as reference.
- 34.5.** The Floater will work under the direct supervision of their assigned officers while working on shifts A, B or C. The Assistant Chief will serve as a direct supervisor for scheduling, evaluations, and other matters outside of the assigned work shifts.
- 34.6.** An existing employee may bid based on seniority on a vacant Floater position, if so he/she will not be eligible to bid back into a shift assignment (shift A, B, or C), until the passage of 12 consecutive months in the Floater position. The displaced Firefighter will be one who is the least senior Firefighter from among all shift assignments.



## **Appendix A**

### **Effective July 1, 2017**

Effective July 1, 2017, consistent with 7(k) of the FLSA, the annual straight time salary for working the equivalent of the standard of 2912 hours of work is reflected below. The District will pay .5 x the regular rate on hours worked between 2756 and 2912, in addition to the straight time rate (i.e., hours worked in excess of 212 but less than 242 each work period), because straight time will be based upon 2912 hours (instead of 1.5 x the salary at 2756 hours worked). Overtime hours beyond 2912 (i.e., hours worked in excess of 242 each work period) will be still be calculated at 1.5 x the regular rate. This chart represents the “gross-up” for wages between by switching to 2912 annual hours from 2756 annual hours

CBA Appendix A - Effective 7/1/2017 - 6/30/2021

Position	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>July 1, 2017 - June 30, 2018</b>									
FF/Basic	48,750.07	51,187.58	53,747.40	56,434.52	59,262.34	62,219.37	63,463.76	64,397.28	65,018.85
FF/Paramedic	53,260.65	55,698.15	58,257.96	60,945.09	63,766.99	66,729.94	68,064.14	69,065.11	69,731.59
Engineer	58,862.03	61,299.53	63,796.95	66,546.47	69,368.27	72,331.33	73,777.85	74,862.44	75,585.07
Lieutenant	64,463.43	66,900.93	69,460.75	72,147.86	74,969.79	77,932.72	79,491.58	80,659.78	81,439.83
Captain	70,064.82	72,502.32	75,062.14	77,749.26	80,571.17	83,534.11	85,202.80	86,458.37	87,293.33
<b>July 1, 2018 - June 30, 2019</b>									
FF/Basic	50,212.58	52,723.21	55,359.82	58,127.55	61,040.21	64,085.95	65,367.67	66,329.20	66,969.41
FF/Paramedic	54,858.47	57,369.10	60,005.70	62,773.44	65,680.00	68,731.84	70,106.07	71,137.06	71,823.53
Engineer	60,627.89	63,138.52	65,710.86	68,542.87	71,449.32	74,501.27	75,991.19	77,108.31	77,852.62
Lieutenant	66,397.33	68,907.96	71,544.57	74,312.30	77,218.88	80,270.70	81,876.33	83,079.58	83,883.02
Captain	72,166.76	74,677.39	77,314.00	80,081.73	82,988.30	86,040.14	87,758.89	89,052.12	89,912.13
<b>July 1, 2019 - June 30, 2020</b>									

FF/Basic	52,221.08	54,832.13	57,574.22	60,452.66	63,481.81	66,649.39	67,982.38	68,982.37	69,648.19
FF/Paramedic	57,052.80	59,663.86	62,405.93	65,284.38	68,307.20	71,481.11	72,910.31	73,982.54	74,696.47
Engineer	63,053.00	65,664.06	68,339.29	71,284.58	74,307.29	77,481.32	79,030.84	80,192.65	80,966.73
Lieutenant	69,053.22	71,664.28	74,406.35	77,284.79	80,307.63	83,481.53	85,151.38	86,402.76	87,238.35
Captain	75,053.44	77,664.49	80,406.56	83,285.00	86,307.83	89,481.74	91,269.24	92,614.21	93,508.62

**July 1, 2020 - June 30, 2021**

FF/Basic	54,309.92	57,025.42	59,877.18	62,870.76	66,021.09	69,315.36	70,701.67	71,741.66	72,434.12
FF/Paramedic	59,334.92	62,050.41	64,902.17	67,895.76	71,039.49	74,340.36	75,826.72	76,941.85	77,684.33
Engineer	65,575.12	68,290.62	71,072.87	74,135.96	77,279.58	80,580.58	82,192.07	83,400.35	84,205.40
Lieutenant	71,815.35	74,530.85	77,382.60	80,376.18	83,519.94	86,820.79	88,557.43	89,858.87	90,727.88
Captain	78,055.57	80,771.07	83,622.82	86,616.40	89,760.15	93,061.01	94,920.01	96,318.78	97,248.96

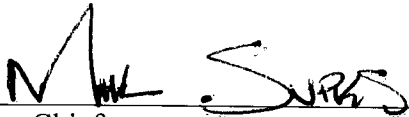
**Appendix A. Application Notes:**

- a. New employees enter at the base step.
- b. Promotions to a new job classification will be vertical within the same step (i.e. a FF /Paramedic at Step 2 achieving an Engineer promotion will move to Engineer Step 2)
- c. Movement to the next the Step is based on the most recent Promotion/Job classification anniversary date.
- d. Steps 1 through 6 are achieved after 12 months service in the previous step in the same Promotion/Job classification and the terms of this CBA.
- j. Step 7 is achieved after 48 months service at Step 6 and the terms of this CBA
- k. Step 8 is achieved after 60 months service at Step 7and the terms of this CBA


COLLECTIVE BARGAINING AGREEMENT

Between the La Pine Professional Firefighters & La Pine Rural Fire Protection District

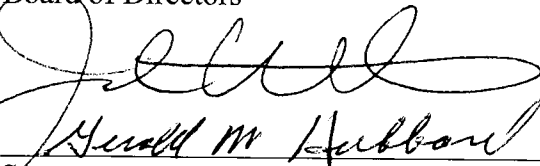
Agreed upon this day of.

  
\_\_\_\_\_  
Fire Chief  
La Pine Rural Fire Protection District

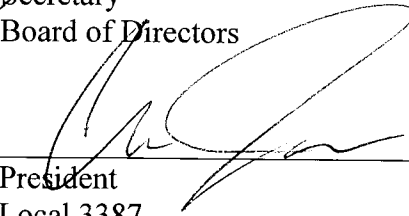
JUNE 22, 2017  
Date

  
\_\_\_\_\_  
President  
Board of Directors

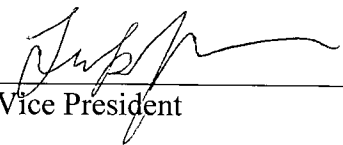
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary  
Board of Directors

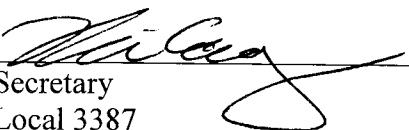
8/10/17  
Date

  
\_\_\_\_\_  
President  
Local 3387  
La Pine Rural Fire Protection District

7/10/17  
Date

  
\_\_\_\_\_  
Vice President  
  
Local 3387  
La Pine Rural Fire Protection District

12/5/18  
Date

  
\_\_\_\_\_  
Secretary  
Local 3387  
La Pine Rural Fire Protection District

11/06/2017  
Date