

**COLLECTIVE BARGAINING
AGREEMENT**

Effective
July 1, 2024 through June 30, 2027

Between

Hoodland Fire District

And the

**International Association
Of
Firefighters, Local 1660**

69634 E. Highway 26
Welches, OR 97067
503-622-3256

TABLE OF CONTENTS

ARTICLES	PAGE
ARTICLE 1- RECOGNITION	3
ARTICLE 2- MANAGEMENT RIGHTS	4
ARTICLE 3- WORK RULES	4
ARTICLE 4- LABOR/MANAGEMENT COMMITTEE	4
ARTICLE 5- SENIORITY	5
ARTICLE 6- PROBATION	6
ARTICLE 7- OUTSIDE EMPLOYMENT	6
ARTICLE 8- WAGES AND SALARY	6
ARTICLE 9- UNIFORMS	6
ARTICLE 10-PAID TIME OFF	6
ARTICLE 11- TRADE TIME	10
ARTICLE 12- HEALTH INSURANCE	11
ARTICLE 13- HOURS OF WORK	12
ARTICLE 14- LIFE INSURANCE	15
ARTICLE 15- INCOME PROTECTION	15
ARTICLE 16- WORK RELATED ACCIDENT AND ILLNESS	15
ARTICLE 17- RETIREMENT	16
ARTICLE 18- SICK LEAVE	16
ARTICLE 19- COMPASSIONATE LEAVE	17
ARTICLE 20- MILITARY LEAVE	17
ARTICLE 21- WITNESS DUTY	17
ARTICLE 22- LEAVE WITHOUT PAY	17
ARTICLE 23- DISCIPLINE AND DISCHARGE	18
ARTICLE 24- GRIEVANCE PROCEDURE	18
ARTICLE 25- EDUCATIONAL BENEFITS	20
ARTICLE 26- DURATION	20
ARTICLE 27- SEVERANCE	20
ARTICLE 28- PAYROLL DEDUCTIONS	21
ARTICLE 29- RESIDENT VOLUNTEERS	21
ARTICLE 30- PAID LEAVE OREGON	22
SIGNATURE PAGE	24
APPENDIX A- WAGE SCALE	25

COLLECTIVE BARGAINING AGREEMENT

This is an agreement by and among Hoodland Fire District #74 of Clackamas County, Oregon, 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.

This contract will be the Sole Agreement governing wages, hours, terms and conditions of employment unless specifically exempted in this agreement. No individual agreements limiting any rights or benefits provided under this agreement will be allowed between individual members of the bargaining unit and the District.

This Agreement is effective upon final execution (except as otherwise specifically noted in this Agreement) between Hoodland Fire District #74 of Clackamas County, Oregon, hereinafter referred to as the "District" and the IAFF Local 1660 and covered employees of Hoodland Fire District #74, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

- 1.1 The District recognizes the Union as the exclusive bargaining agent for Employees, as determined by the Public Employees Relations Board with respect to wages, hours and other conditions of employment.
- 1.2 The District and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, age, sexual orientation or political affiliation. Any reference to gender in this Agreement includes both genders.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is recognized that an area of responsibility must be reserved so the District can serve the public effectively. Except to the extent expressly abridged by a specific provision of this contract, it is recognized that the responsibilities of management are exclusively functions to be exercised by the District through the Fire Chief or his designee and are not subject to negotiation or grievance procedure. By way of illustration and not of limitation, the following are listed as such management functions:
 1. To determine the mission of the Fire District;
 2. To set standards of service;
 3. To direct its staff;

4. To set work schedules and adjust work shifts and assignments;
5. To take disciplinary action up to and including discharge;
6. To relieve its staff from duty because of poor job performance or for other legitimate reasons, as determined by the Fire Chief with concurrence by the Board of Directors, but not limited to failure to follow Department directives or abide by the District Rules and Regulations;
7. To maintain the efficiency of governmental operations;
8. To determine the methods, means and personnel by which Department operations are to be conducted;
9. To determine the content of job classifications;
10. To take all necessary action to carry out its mission in emergencies.

ARTICLE 3 - WORK RULES

- 3.1 The employees and/or the Union shall participate in the formation and/or modification of work rules. It is agreed, however, that the District may formulate such rules as long as they are not contrary to this Agreement or the Oregon Revised Statutes.

ARTICLE 4 - LABOR / MANAGEMENT COMMITTEE

- 4.1 The parties agree to form a Labor / Management committee and to meet quarterly beginning the second Tuesday in July.

ARTICLE 5 - SENIORITY

- 5.1 Seniority is defined as an Employee's length of continuous service with the District since last date of hire. An Employee who has not completed one full year of continuous employment shall not be considered as having seniority. A seniority list and dates of hire for all covered employees shall be kept up to date by the Fire Chief and posted in a conspicuous place.
- 5.2 If two or more employees have the same date of hire, seniority is based on their position on their hiring list.
- 5.3 Seniority shall apply to the following conditions:
 1. Preference in vacation scheduling and lay-offs.
 2. In the event of a lay-off, Employees may be laid off in inverse order of their seniority. The District may hire no new Employees until all laid off Employees have been given an opportunity to return. The District may require a satisfactory medical examination as a prerequisite to an Employee returning to work following such a lay-off. The District shall bear the cost of such examination.

- 5.4 An Employee shall lose all seniority credit in the event of any termination of employment, such as:
1. Voluntary resignation.
 2. Discharge.
 3. Failure to return from lay-off within fourteen (14) days of notification.
 4. Lay-off for a period exceeding two (2) years.
 5. Failure to return from leave of absence within five (5) working days following the expiration of such leave, after the District has made a reasonable effort to notify the Employee of such expiration.
- 5.5. Employees to be laid off shall receive thirty (30) days notice of layoff or pay in lieu of notice.
- 5.6. Employees on notice of layoff shall have the right to bump less senior employees in lower classifications in which they have previously served, have satisfactorily completed the probationary period, and can satisfy the current requirements for the position to be selected. An employee shall be entitled to a trial period of up to ninety (90) days to satisfy the current requirements of the job or to satisfy proficiency examinations in lieu thereof. 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.

ARTICLE 6 - PROBATION

- 6.1 An employee shall be considered to be on probation for a period of twelve (12) months following his/her last date of hire as defined in ARTICLE 5 - SENIORITY.

ARTICLE 7 - OUTSIDE EMPLOYMENT

- 7.1 Employees gainfully employed other than with the District must advise in writing of such activity. Such employment shall:
1. In no way be a discredit to the District.
 2. Not take preference over extra duty required by the District.

ARTICLE 8 - WAGES AND SALARIES

- 8.1 A regular work schedule will be within two hundred and four (204) hours in each twenty seven (27) day work cycle for each employee and the Fire Chief will assign the schedule.

8.2 Wages and salaries covered by this agreement shall be in accordance with the schedule set forth in **Appendix A**.

ARTICLE 9 – UNIFORMS

9.1 The District shall provide all articles of uniform or safety equipment that the District determines to be required. Maintenance and cleaning is the responsibility of each employee.

9.2 Damage to uniforms due to inappropriate activities or negligent use will be repaired or replaced at the Employee's expense. Uniforms are to be worn on duty, directly to and from work, representing in an official capacity the District, and/or other special occasions by permission of the Fire Chief.

ARTICLE 10 - PAID TIME OFF

10.1 Employees become eligible for vacation leave after six (6) months of full-time employment. Vacation leave will be accrued monthly by dividing the employees annual accrual by twelve and adding those hours to their vacation bank each month. An employee may accrue up to a maximum of 150% of the current annual vacation accrual. The roll over date for vacation accrual will be the employee's anniversary date. Vacation time in excess of the employee's current annual accrual will be lost at anniversary date. The Fire Chief may approve limited extensions of the maximum annual accrual, if vacation schedule conflicts preclude an Employee from taking vacation. Leave will be accrued as follows:

40 hour employee

Years of Service	Vacation	Sick Leave
< 1	5.92 hrs/month	8 hrs/month
1 – 4	9.67 hrs/month	8 hrs/month
5 – 9	13.42 hrs/month	8 hrs/month
10 – 14	18.167 hrs/month	8 hrs/month
15+15-19	20.92 hrs/month	8 hrs/month
20+	23.76 hrs/month	8 hrs/month

12 - Hour Shift

Years of Service	Vacation	Sick Leave
< 1	8 hrs/month	12 hrs/month
1 – 4	12 hrs/month	12 hrs/month
5 – 9	16 hrs/month	12 hrs/month
10 – 14	22 hrs/month	12 hrs/month
15 – 19	26 hrs/month	12 hrs/month
20 +	30 hrs/month	12 hrs/month

24 - Hour Shift

Years of Service	Vacation	Sick Leave	Personal Leave
< 1	12 hrs/month	16	72
1 – 4	18 hrs/month	16	72
5 – 9	24 hrs/month	16	72
10 – 14	32 hrs/month	16	72
15 – 19	38 hrs/month	16	72
20 +	44 hrs/month	16	72

- 10.2 Employee's shall schedule vacation and personal leave according to paid time off SOG. The Fire Chief may, with cause, deny vacation. Not more than one person per shift may be on vacation at any one time without prior approval of the Fire Chief or his designee. In order for this to occur, minimum-staffing requirements must be met without any additional cost to the District.
- 10.3 In the event of a major weather event, earthquake, terrorist attack, or catastrophic event within the boundaries of the District, vacation may be cancelled by the Fire Chief, in consultation with The Union (provided that the "State of Emergency" has been declared with the State of Oregon (OERS) and/or the county fire defense board(s), and excluding those situations where the District personnel costs are covered by the State's Conflagration Act, or other reimbursement means).

10.4 In the event of termination or retirement, the Employee has the option of taking time off or receiving pay hour for hour.

10.5 The following are designated as holidays for 40 hour employees:

New Year's Day	January 1 st
Martin Luther King Jr Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Day	December 25 th

40 hour employees will receive the above eleven (11) holidays off. Employees that are working 12 and 24 hour shifts will work their normal days at no additional compensation. All other employees will have the day off.

10.6 If one of the above holidays falls on a day that is a regularly scheduled day off for any of the 40 hour shift employees those employees shall receive one day of "vacation leave" as compensation.

10.7 The monthly sick accrual rate of the shift the employee is going to, divided by the monthly sick accrual rate from the shift they are coming from.

24 hour rate	Divided by	12 hour rate	Equals (conversion factor)
16 hours/month	÷	1 shift (12) hours/month	1.33

24 hour rate	Divided by	12 hour rate	Equals (conversion factor)
16 hours/month	÷	1 shift (8) hours/month	2

10.8 Conversion for Vacation time accrual:

The yearly vacation accrual rate of the shift the employee is going to, divided by the yearly vacation accrual rate from the shift they are coming from.

	To this shift		From this shift	
	24 hour shift	Divided by	12 hour shift	Equals
<1	144 hours	÷	96 hours	1.5
1 – 4	216 hours	÷	144 hours	1.5
5 – 9	288 hours	÷	192 hours	1.5
10 – 14	384 hours	÷	264 hours	1.4545
15 – 19	456 hours	÷	312 hours	1.4615
20 +	528 hours	÷	360 hours	1.4667

	To this shift		From this shift	
	24 hour shift	Divided by	8 hour shift	Equals
<1	144 hours	÷	71 hours	2.0282
1 – 4	216 hours	÷	116 hours	1.8621
5 – 9	288 hours	÷	161 hours	1.7888
10 – 14	384 hours	÷	206 hours	1.8641
15 – 19	456 hours	÷	251 hours	1.8167
20+	528 hours		285 hours	1.8525

10.9 24-hour employees receive 72 hours of PTO a year, to be allotted on first day of every District fiscal year. If an employee switches to the 24-hour shift during the year, they shall be prorated 6 hours a month of PTO for the remaining number of months in the fiscal year.

10.10 12-hour employees receive 36 hours of PTO a year, to be allotted on the first day of every District fiscal year.

ARTICLE 11 - TRADE TIME

- 11.1 Employees may trade time with another employee with authorization of the Fire Chief. All trade time shall be paid back within one year and the Employer shall not be held responsible for trade time not paid back by an employee.
- 11.2 Trade time will be allowed between employees of different EMT levels as long as minimum staffing levels are met and no additional cost is incurred by the District.
- 11.3 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.
- 11.4 If a trade replacement fails to report to work, the replacement employee's leave time accruals will be charged.

ARTICLE 12

- 12.1 The District shall provide the employee, a medical insurance plan, a dental insurance plan, and a vision care plan. All full-time employees and their immediate families shall be covered by the policy or policies. Coverage will begin the first of the month following the Employee's date of employment. The district will pay 95% and the employee will pay 5% of the premiums for the total medical, dental and vision care plan. Any monthly co-pay amount may utilize the 125 plan or its equivalent.
- 12.2 The district will attempt to work collaboratively with the local but retains the right to select insurance carriers and determine which health care plan(s) is/are offered for employee participation. The district shall not be responsible for minor changes and alterations to the policies made by the insurance carriers when the district does not initiate such changes. The district and the local shall evaluate available insurance options at least once every contract period before opening negotiations for a successor contract.
- 12.3 In so far as possible, and as long as such coverage for retired employees can be obtained from the insurance provider, the district will make the medical insurance plan, dental insurance plan, and vision care plan available for retiring employees to purchase at their own expense from the time they retire until they are eligible for Federal Medicare. Further purchase of these plans will be available to employees who separate from the district for reasons other than retirement to the extent allowed by the insurance provider and by law.
- 12.4 An insurance provider's willingness to allow coverage to be purchased by an employee between the employee's retirement and their eligibility for Federal Medicare will be a consideration in the selection criteria of an insurance provider.

12.5 Retirees hired back under SB 1049/HB2296 who have and show proof of current health insurance provided under their previous retirement that is equal or better than that provided by the plan purchased by the district, may keep their insurance plan and the district will pay an amount equal to the current rate paid for other union employees of the district towards the retired employee's premiums. Any cost savings attributed will be paid to the employees monthly. The Union may at any time request verification of the current amount paid by the district.

12.6 If the Fire District opts to choose multiple plans, The Union reserves the right to open this article for bargaining.

12.7 The current HRA through Pacific Source will end December 31, 2024. Beginning July 1, 2024; the District will contribute \$250.00 per month (\$3,000 per year) into a VEBA account for each employee.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND STAFFING

13.1 The employee's monthly salary shall be considered full compensation for scheduled working hours. The Fire Chief shall monitor all hours of work. The District reserves the right to determine what constitutes an acceptable reason for mandatory call back. All hours worked outside the employee's normal schedule will be compensated at time and one half.

13.2 The regular schedule for 24 hour shift employees will be a 48/96 style schedule. The regular work hours for Employees assigned to 40 hour shifts, shall be mutually agreed upon by labor and management.

13.3 Employees are paid by Salary for working their regular work schedule. Only for the purposes of calculating wages for overtime, extra work as specified in section 13.2, and other compensated work outside of the employee's regular schedule, the hourly rate of pay for each employee shall be established by dividing the dollar amount of his/her annual salary by 2080 for 40 hour employees, 2184 for 12 hour employees, and 2922 for 24 hour shift employees.

13.4 If on any given day an Employee is mandated by the District to work any hours in excess of the hours associated with the shift assignment, he/she shall receive compensation at the rate of time and one half for those hours worked over the shift assignment. A minimum of three (3) hours of overtime pay shall be guaranteed when an Employee is mandated and called back from home by a Chief Officer to work outside the _____ hours associated with the shift assignment. Hold over for a late _____ 11call that would extend the _____

employees shift will be paid at time and one half for all hours worked in excess of the regular scheduled shift and will be rounded up to the nearest quarter hour

- 13.5 Overtime payment will be made in accordance to FLSA and other federal and state employment laws. Overtime worked outside of normally scheduled assignments for the purpose of calculating FLSA overtime does not count towards FLSA hours. The overtime is already being paid at time and one half.
- 13.6 Any mandatory training required by the District and not made available on-duty will be compensated at time and one-half. Alternatively, the District may provide the employee the opportunity to attend training during normal work hours without the need for the employee to use paid time off.
- 13.7 The District retains the right to adjust employee schedules as necessary to minimize the District's liability for overtime.
- 13.8 In lieu of payment for working overtime, employees will be allowed to request compensatory time (comp time) at the appropriate earned overtime rate. At no time will comp time accruals exceed time and one half. Employees may carry up to 120 hours (180 hours converted) of comp time and all other overtime will be paid out at the employee's regular overtime rate. The employee may request, in writing, the conversion of compensatory time to vacation time in the employee's vacation time bank. The employee may not exceed 150% of annual vacation accrual through compensatory time transfer. Once compensatory time is converted to vacation, it is governed under the vacation policy and this agreement as vacation.
- 13.9 Provided the District meets minimum staffing requirements, the District is not obligated to fill every normal Union shift position as long as operational readiness is not adversely affected. When a Union shift position needs to be filled, the District will use a Union staff person. If minimum staffing must be achieved and no Union staff person is available, the use of a volunteer, that is mutually beneficial to the District, may be used before any mandatory overtime is implemented.
- 13.10 It is the intent of the District's staffing plan that as many employees employed by the District as possible be on duty and available to respond to emergencies. Shift start times will be mutually agreed upon between labor and management. At least one of those employees will be a company officer. Unless made impossible due to illness or other unforeseen circumstances, not less than one Paramedic and one Officer will be on duty 7 days per week.

- 13.11 If the District's goals and needs require an adjustment of employees shift hours of work, this may be done by mutual agreement of the District and Union.
- 13.12 Acting Officer. In order to achieve the staffing goal set in Article 13.10, if the regular scheduled company officer is on paid leave or paid training and no other Union officer is available to work, the most senior member who is authorized to work at the higher paid officer classification may fill the role. The most senior member may defer it to another member to fill the officer role, as long as they are authorized to work at the higher paid officer classification, the expectation is the member putting in for compensation is acting in the capacity of a company officer. In order to receive compensation for the temporary change in classification, the member must work at least two (2) consecutive hours in a shift and shall be compensated at the equivalent step for that position or at five percent (5%) above that employees regular pay rate, whichever is greater. Preference shall be given to the most senior member first and the employee will only receive this "acting officer" pay if no other Union officer is able to fulfill this position. Paid leave and benefit accruals shall be compensated at the employee's regular rate of pay. The acting officer or regular company officer does not take the place of the Duty Chief position.
- 13.13 In the event a member of the bargaining unit is requested to act as the District's Duty officer, that member shall be compensated at the rate of one (1) hour of regular pay for every four (4) hours of duty officer coverage (Duty shift pay). Duty shift pay shall be rounded up to the closest 4-hour block. In the event of a call or event that requires a duty officer response, the employee shall be paid at their regular overtime rate for the duration of the event with a two (2) hour minimum. At no time will the employee be paid more than the total hours worked during the duty shift.
- 13.14 Conflagration: When returning from conflagration, if the employee returns on their shift, and the employee has been deployed for more than three calendar days, they get the remainder of that shift off. If the employee is deployed for more than four days and they return after 2pm the employee will get the remainder of that shift off and the next day.
- 13.15 At least one (1) Union employee will be sent on all conflagrations if available and willing to deploy. If no Union employee is available and willing to deploy, it is at the District's discretion at how it will fill the conflagration request.

ARTICLE 14 - LIFE INSURANCE

- 14.1 The District will provide a life insurance policy-covering employees during their term of employment for the amount of \$50,000. The cost of the policy will be borne by the District.

ARTICLE 15 - INCOME PROTECTION

- 15.1 The District shall make available an income protection insurance policy for Long Term Disability Insurance (LTD) for all full time employees. The employee will pay the premium for this LTD insurance and therefore make the benefits tax-free if the employee uses this insurance protection.
- 15.2 Labor and management agree that the district will provide a Long Term Disability Insurance (LTD) for all full time employees. Labor and management will reach a consensus decision in a timely fashion so as to renew the policy on or before the annual renewal period expires each year.
- 15.3 Each employee may contribute accrued sick leave into a LTD insurance bank, and the District will match this contribution hour for hour. The 40 hour employees may contribute up to 264 hours of sick leave. The 12-hour shift employees may contribute up to 276 hours of sick leave. The 24 hour shift employees may contribute up to 360 hours of sick leave. These LTD insurance bank days will only be used to offset the LTD insurance benefit-waiting period. The employee may request in writing to have the District restore the days they have contributed to regular sick leave, however, only employee-contributed days will be restored to regular sick leave bank.

ARTICLE 16 - WORK RELATED ACCIDENT AND ILLNESS

- 16.1 The District shall provide workers compensation insurance coverage for injuries and illnesses arising out of employment with the District.
- 16.2 The Employee will be compensated for any difference between the payment received from this coverage and his/her regular pay when the following conditions are met:
1. A copy of all compensation checks received is provided to the District so that the proper payment to the employee can be made and adjustments calculated.

2. Medical progress reports are provided periodically, as requested by the Fire Chief.

ARTICLE 17 - RETIREMENT

- 17.1 During the term of this Agreement, the District and the Union will continue to participate in the Oregon Public Employees Retirement System, or its equivalent.
- 17.2 Starting July 1, 2024, bargaining unit members will make their own six percent (6%) contribution to their PERS/OPSRP account and/or Individual Account Program (IAP) as applicable. Employee's contributions shall be treated as "per-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).
- 17.3 Pursuant to ORS 238.350, the monetary value of one half of an Employees accumulated unused sick leave shall be included in the calculation of a retiring employee's final average salary in accordance with procedures established by the Oregon Public Employees Retirement System.

ARTICLE 18 - SICK LEAVE

- 18.1 Sick leave is accrued according to article 10.1 . Leave shall not be used within the first thirty (30) days of hire and may be used as it is accrued going forward. A maximum of 1560 hours may be accrued.
- 18.2 When an employee must be away from the job because of serious illness or injury in the immediate family, such time off may be granted by the Fire Chief and charged against accumulated sick leave. Abuse of sick leave is subject to disciplinary action for cause.
- 18.3 Verification of illness or injury by a Doctor's certificate shall be requested by the Fire Chief if in excess of 10 calendar days. Other use and limitations of sick leave adhere to SOG 6-02
- 18.4 Both parties recognize that coming to work is a requirement of employment. Sick leave is a protection for the health and welfare of the employee and is not to be used for an extension of vacations.
- 18.5 Any employee becoming sick or disabled shall promptly notify the Fire Chief or the shift officer in the absence of the Fire Chief stating the cause of the illness or injury and the estimated time off from duty.

18.6 An employee, when recovered from the illness or injury, shall give prompt notification to the Fire Chief or the shift officer in the absence of the Fire Chief of his intent to return to duty. Such notice shall be as far in advance as possible, usually the day before reporting for duty.

ARTICLE 19 - COMPASSIONATE LEAVE

19.1 In the event of a death in the immediate family (Husband, wife, mother, father, son, daughter, sister, brother, father or mother-in-law, brother or sister-in-law or grandparents) the Fire Chief may grant up to six work days off with pay to be charged to sick leave. Compassionate leave may be charged to accumulated vacation, or compensatory time, at the request of the employee with approval of the Fire Chief.

ARTICLE 20 - MILITARY LEAVE

20.1 Employees will be granted leave in accordance with applicable Oregon State and Federal Laws for qualifying Military Service.

ARTICLE 21 - WITNESS DUTY

21.1 When an employee is subpoenaed as a witness because of circumstances of their employment, the employee will continue at full salary for the period of required service. Any monies received, as a witness fee must be assigned to the District.

ARTICLE 22 - LEAVE WITHOUT PAY

22.1 The Fire Chief may grant a leave of absence without pay to an employee for up to one (1) month. An employee may be granted a leave of absence without pay (LWOP) for up to one (1) year by the Board of Directors when the work of the District will not be seriously handicapped by his/her absence. Request for such leaves must be in writing and clearly establish a reasonable benefit to the District for the leave. While on leave, there shall be no accrual of seniority, sick leave, vacation time, or payment of any benefits. LWOP is granted at the discretion of the District and does not guarantee employment upon return if no position is available.

22.2 Any benefits accrued prior to the granting of LWOP will be restored upon return of the employee to active duty.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.1 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 an investigatory interview for purposes of disciplinary action under this Article. A record of job related counseling or admonishment by a supervisor shall not constitute the sole basis for future disciplinary actions.

23.2 Any disciplinary action imposed upon a permanent employee may be appealed as a grievance under this contract provided that oral warnings shall not be subject to arbitration under Article 24. Disciplinary action involving a probationary employee who has not completed the initial probationary period shall not be subject to the grievance procedure.

23.3 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.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 For the purpose of this agreement, a grievance is defined as any one of the following:

1. 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;
2. 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.

24.2 An individual employee who does not wish the Union's Executive Committee to pursue a grievance (under Section 24.1(1) 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.

24.3 A grievance shall be processed as follows:

Step 1: Within fifteen (15) calendar days after the alleged violation, the employee will meet with the supervisor in charge. The employee may at his option be accompanied by a Union representative.

Step 2: If unresolved by the parties within fifteen (15) calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Chief, a written statement of the alleged violation and remedies sought dated and signed by the employee and/or the Union's Executive Committee with a copy to the Board of Directors. Such submission must be made within fifteen (15) calendar days following inaction or rejection by the Step 1 supervisor.

Step 3: If a satisfactory settlement is not made at Step 2 the grievance may be referred to the Board of Directors within fifteen (15) calendar days following the date of rejection or expiration of the actions concluding Step 2, whichever occurs first.

Step 4: If satisfactory settlement is not made at Step 3, the grievance may be referred to final and binding arbitration by written notice to the Board of Directors and/or the Fire Chief within ten (10) calendar days following rejection by the Board of Directors or expiration of the ten (10) calendar day period initiating action in Step 3 whichever occurs first. In the event of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators residing in Oregon. Notice that the Union is referring a grievance to arbitration may be in the form of the request to the Oregon State Conciliation Service for a list of arbitrators with a concurrent copy to the District. The District and the Union will alternately strike six 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.

24.4 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 25 - EDUCATIONAL BENEFITS

25.1 The District will assist employees desiring to attend college level courses by paying for certain college level courses. Employees shall be reimbursed for tuition costs only for courses that are job related and approved by the Fire Chief. The employees must fully pass the course with at least a C and provide documentation of successful completion in a timely fashion. If documentation of a passing grade is not furnished, a like amount may be withheld from wages earned by the employee.

ARTICLE 26 - DURATION

26.1 This Agreement shall take effect upon final execution by the parties and remain in effect through June 30, 2027

26.2 This Agreement may also be opened at any time if both parties agree.

ARTICLE 27 - SEVERANCE

27.1 Should any part of this agreement be held to be unlawful or unenforceable due to superior statutes or case law, the remaining article shall remain in effect and shall be binding upon the parties to this Agreement.

ARTICLE 28 - PAYROLL DEDUCTIONS

28.1 The District, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for savings plans, Bargaining Unit or union dues and/or additional insurance programs. The District will not be responsible for any errors made by banks or other organizations in connection with such deductions.

28.2 The Union will be responsible for maintaining records of Union membership and dues authorization for each member of the bargaining unit who joins the Union. The Union will retain a dues authorization card for

each Union member. The dues authorization card must be signed by the member and indicate that the member agrees to have the District withhold Union dues, initiation fees, and other amounts as authorized by the Union bylaws from the member's wages.

The Union will retain authorization cards for a minimum of six years following a member's separation from employment with the District. The Union will provide the District with a report within one (1) month of the hire date of a new bargaining unit employee that lists the Union membership status of all bargaining unit employees hired since the last report was provided. The Union will provide the District with an updated report when there are changes to the membership status for existing bargaining unit members. The Union will inform the District of the dues amount and any other fees and assessments to be withheld from member paychecks. The District will deduct the amount specified by the Union from the regular paychecks of Union members and remit the deductions to the Union within fourteen (14) calendar days. The District will notify the Union of all new hires in the bargaining unit at least two (2) weeks before the employee's first day of work.

The District will allow a Union representative the opportunity to meet with new employees in the bargaining unit on paid time during the employee's orientation or shortly after they begin employment with the District. Further, the District will furnish the Union with the new employee's name, mailing address, and position for which the employee was hired.

ARTICLE 29- RESIDENT VOLUNTEERS AND STUDENT FIREFIGHTERS

29.1 The District shall utilize the resident volunteer and student firefighter program under the following guidelines:

1. In the event of a layoff of Union personnel, all incentives and stipends for resident and student firefighters will be suspended until all Union personnel are rehired per Article 5.2.
 - a. For the purposes of Article 29.1.1 union personnel hired under a grant program that are laid off due to the expiration of grant funding shall not count towards the layoff calculation, provided the union member is laid off at the expiration of funds and not more than 30 days after.
2. Any person entering the resident volunteer firefighter program shall meet or exceed the requirements established for volunteer firefighters related to training, education, physical and written test, and background checks.

3. Scheduling of resident volunteer and student firefighters will be at the discretion of management.
4. No student will be used in place of union personnel for the purposes of staffing. No member in the Student Program will count as "Qualified Volunteers" as it applies to the CBA.

ARTICLE 30 – PAID LEAVE OREGON (PLO)

- 30.1 Employees may, at their preference, choose to supplement PLO or equivalent plan benefits with accrued leave banks. If an employee elects to supplement, the Employer will calculate the number of hours required to cover the difference between PLO or equivalent plan benefits paid to employee and the employee's regular weekly average net earning and deduct those hours from the leave banks(s) designated by the employee.
- 30.2 Employees utilizing PLO or equivalent plan will continue with no loss in Seniority. Employees will be allowed to use paid leave while waiting for claim processing to occur. Employees will continue without loss of insurance benefits (at no additional cost to the Employee).
- 30.3 The District will pay the employees 0.6% for PLO

IN WITNESS WHEREOF, the parties to this Agreement include Appendix A, which is attached to and made a part of this Agreement and to execute the same by their officers and agents as duly authorized on this ____ day of _____ 2024.

For HOODLAND FIRE DISTRICT #74:

Nora Gabee, Board President

John Drake, Board Vice President

Mary Ellen Fitzgerald, Secretary/Treasurer

Cliff Fortune, Board Member

Terrence Niedermeyer, Board Member

For INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1660:

Chris Hart, Union Negotiator

Evan Jarvis, Shop Steward

APPENDIX A:

MONTHLY WAGE SCALE

Step increases for firefighters are based on length of service and it will require three (3) years of Successful service from the date of appointment to attain the position of "Top Firefighter". The steps are as follows:

PERS Employees

	7/1/2024 4.50%	7/1/2025 4%	7/1/2026 4%
Step 1 Probation <u>Year 1</u> (0 - 12 months)	6,439.73	6,697.32	6,965.22
Step 2: <u>Year 2</u> (13 - 24 months)	6,996.77	7,276.64	7,567.71
Step 3: <u>Year 3</u> (25 - 36 months)	7,925.17	8,242.18	8,571.86
Step 4 Top FF <u>Year 4</u> (starts month 37)	9,151.05	9,517.09	9,897.77
Lieutenant	10,068.00	10,470.72	10,889.55
Division Chief	10,982.69	11,421.99	11,878.87
Paramedic Incentive	823.59	856.54	890.80
Associate's degree Incentive	183.02	190.34	197.96
Bachelor's degree Incentive	366.04	380.68	395.91

Non-PERS

	7/1/2024	7/1/2025	7/1/2026
	4.50%	4%	4%
Step 1 Probation <u>Year 1</u> (0 - 12 months)	6,075.22	6,318.23	6,570.96
Step 2: <u>Year 2</u> (13 - 24 months)	6,600.73	6,864.76	7,139.35
Step 3: <u>Year 3</u> (25 - 36 months)	7,476.57	7,775.64	8,086.66
Step 4 Top FF <u>Year 4</u> (starts month 37)	8,633.06	8,978.39	9,337.52
Lieutenant	9,498.11	9,878.04	10,273.16
Division Chief	10,361.02	10,775.47	11,200.98
Paramedic Incentive	776.98	808.06	840.38
Associate's degree Incentive	172.66	179.57	186.75
Bachelor's degree Incentive	345.32	359.14	373.50

Incentives are based on top firefighter wage; Incentives are as follows:

- a) **Paramedic:** Must be an Oregon Paramedic and approved by the physician advisor – 9%
- B) **Educational:** Associate's degree Fire Science (or equivalent) – 2%
Bachelor's degree (any Major) – 4%

Notes:

Minimum EMT level for career staff at Hoodland Fire District is **EMT-Advanced**

Any employee making their own six percent (6%) contribution to their PERS/OPSRP account and/or Individual Account Program (IAP) as applicable will receive a 6% pay increase on July 1, 2024