
CITY OF PENDLETON, OREGON

and

**PENDLETON FIRE FIGHTERS UNION LOCAL NO. 2296,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AMERICAN FEDERATION OF LABOR,
CONGRESS OF INDUSTRIAL ORGANIZATION,
CANADIAN LABOUR CONGRESS**

JULY 1, 2012- JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE 1.	PREAMBLE/PARTIES	1
ARTICLE 2.	PURPOSE AND SCOPE	1
ARTICLE 3.	TERM OF CONTRACT	1
ARTICLE 4.	AMENDMENTS	1
ARTICLE 5.	SUCCESSORS AND ASSIGNS	1
ARTICLE 6.	RECOGNITION	2
ARTICLE 7.	UNION SECURITY	2
ARTICLE 8.	NO DISCRIMINATION.....	3
ARTICLE 9.	NO-STRIKE CLAUSE	3
ARTICLE 10.	RIGHTS OF MANAGEMENT.....	3
ARTICLE 11.	WAGES AND SALARIES	4
ARTICLE 12.	SICK LEAVE.....	6
ARTICLE 13.	LEAVES OF ABSENCE.....	6
ARTICLE 14.	VACATIONS.....	6
ARTICLE 15.	RETIREMENT	8
ARTICLE 16.	INSURANCE BENEFITS	8
ARTICLE 17.	PUBLIC LIABILITY INSURANCE	9
ARTICLE 11.	SENIORITY ROSTER.....	9
ARTICLE 19.	PLACE OF RESIDENCE	9
ARTICLE 20.	OVERTIME PAY	9
ARTICLE 21.	GRIEVANCE PROCEDURE.....	10
ARTICLE 22.	DISCIPLINE & DISCHARGE	10
ARTICLE 23.	PREVAILING RIGHTS/PAST PRACTICE	11
ARTICLE 24.	RULES AND REGULATIONS.....	12
ARTICLE 25.	UNION BUSINESS	12
ARTICLE 26.	GENERAL PROVISIONS	13
ARTICLE 27.	DUTY SHIFT AND WORK PERIOD	14
ARTICLE 28.	PROFESSIONAL CAREER DEVELOPMENT COMMITTEE.....	15
ARTICLE 29.	DRUG TESTING.....	15
ARTICLE 30.	TOBACCO PRODUCTS USE PROHIBITED.....	15
ARTICLE 31.	SAVING CLAUSE	15
ARTICLE 32.	PREVIOUS AGREEMENTS	16

ATTACHMENTS

- A WAGE SCALES FOR JULY 1, 2012- JUNE 30, 2016
- B DRUG & ALCOHOL POLICY

FIRE FIGHTER CONTRACT

ARTICLE 1. PREAMBLE/PARTIES

This agreement is entered into by and between the CITY OF PENDLETON, an Oregon municipal corporation, hereinafter referred to as "City" and the PENDLETON FIRE FIGHTERS UNION LOCAL NO. 2296, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AMERICAN FEDERATION OF LABOR, CONGRESS OF INDUSTRIAL ORGANIZATION, CANADIAN LABOUR CONGRESS, hereinafter referred to as "Union."

ARTICLE 2. PURPOSE AND SCOPE

This agreement is designed to promote and maintain harmonious relations between the City and such of its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE 3. TERM OF CONTRACT

This Agreement shall become effective July 1, 2012, and shall remain in effect until June 30, 2015, and thereafter until a new contract between the parties hereto is reached. Either party may serve notice in writing of intent to reopen this contract not later than January 15, 2015. If both parties fail to give notice to the other party of its desire to negotiate a successor agreement as herein provided, this agreement shall automatically be renewed for a one (1) year term thereafter.

ARTICLE 4. AMENDMENTS

This agreement may be amended, altered, or added only to by written agreement of both parties.

ARTICLE 5. SUCCESSOR AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the annexation, consolidation, merger, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by the change of any kind of ownership or management.

ARTICLE 6. RECOGNITION

SECTION 1. Exclusive. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other terms of working conditions for all career service full-time employees of the Fire Department in the job classifications of Fire Fighter, Fire Lieutenant and Fire Captain; all other employees of the Fire Department, either voluntary or full-time are excluded and will not be represented by the Union. When used in this Contract, "employee" shall mean only those persons represented by the bargaining unit. The classification of Fire Fighter/Paramedic assigned a schedule other than 24 hours on and 48 hours off, shall be a member of the Union and will not, without agreement from the Union, be used to reduce the number of positions working a schedule of 24 hours on duty; 48 hours off duty. In all areas of the contract, reference to accruals refer to those of 24-hour duty employees. These amounts will be adjusted, as appropriate, for the new position according to the number of hours scheduled to work.

SECTION 2. Application. The parties recognize that only those employees who are on the payroll at the time the agreement is executed are entitled to the benefits contained herein. The purpose of this section is to specifically insure the City is under no obligation to pay retroactive wages or benefits to employees who terminate prior to the execution of the agreement. The execution date will be considered as the date both negotiating parties make a tentative agreement that is ultimately ratified by both management and the Union, or the date of an arbitrator's ruling.

SECTION 3. Probationary Employee. Every employee shall serve a minimum probationary period of one (1) year from the date of their appointment to the Pendleton Fire Department. A probationary employee shall have no rights under this Contract until after being advised in writing by the Pendleton Fire Chief of the successful completion of the one (1) year probationary period. Any employee failing to successfully complete the probationary period shall be terminated without any rights under this Contract.

ARTICLE 7. UNION SECURITY

SECTION 1. Dues. The City agrees to deduct monthly Union dues from those employees who individually request in writing on authorized payroll deduction forms that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be limited to once per year. The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of administration of this Article. The Union agrees to refund to the City any amounts paid to it in error on account of the provisions of this Article upon presentation of proper evidence thereof.

SECTION 2. Fair Share. All employees covered by this agreement shall within thirty (30) days following appointment, either (1) become and remain a member of the Union or (2) tender to the Union a fair share of the cost of negotiating and administering the labor agreement. If the employee has not joined the Union by the required time, the fair share will be automatically deducted from the employee's paycheck by the City and paid to the Union. Provided, that no employee will be required to pay a fair share pursuant to this Article if the

employee's refusal is based on bona fide religious tenet or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the City and Association that this has been done.

ARTICLE 8. NO DISCRIMINATION

SECTION 1. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion because of any lawful employee activities in an official capacity on behalf of the Union.

SECTION 2. The Union recognizes its responsibility as bargaining agent, and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 3. The City and the Union mutually agree that they shall not discriminate against any applicant or employee because of race, gender, religion, national origin, age, or any other category protected by law.

ARTICLE 9. NO-STRIKE CLAUSE

The Union agrees that no employee covered by this agreement shall have any right to engage in any work stoppage, slow-down, or strike, and that if any unauthorized or wildcat work stoppage, slow-down, or strike takes place, the City shall immediately notify such employees so engaged in such unauthorized activities to cease and desist and shall provide notice to the union that such work stoppage, slow-down or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City.

ARTICLE 10. RIGHTS OF MANAGEMENT

SECTION 1. Right to Conduct Business. It is understood and agreed that the City possesses the sole right to conduct the City business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this agreement. The power or authority, which the City has not officially abridged, delegated or modified by this agreement, is retained by the City.

SECTION 2. Management Rights. Excluding those rights which are superseded by this agreement, Management shall enjoy, but not be limited to, the following rights:

- A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Fire Department.
- C. To hire, schedule, promote, transfer, assign, train or retain employees in positions within the Fire Department.

- D. To suspend, demote, discharge or take other appropriate disciplinary action against the employee for just cause.
- E. To determine the size and composition of the work force and to lay off employees. In the case of personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until employees laid off for three (3) years or less have been given the opportunity to return to work.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: the transfer, alteration, curtailment, addition or discontinuance of any services; the establishment of acceptable standards of job performance; and purchase and utilization of equipment.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting and sub-contracting is vested in the City, including the exercise of said contracting and sub-contracting rights in the event of emergency, or essential public need or where it is uneconomical for City employees to perform said work.
- I. The City retains the right to establish job descriptions, work rules and rules of conduct.
- J. Management retains all rights except those specifically referred to in this agreement.

ARTICLE 11. WAGES AND SALARIES

SECTION 1. Cost-of-Living-Adjustments. Effective July 1, 2012 through June 30, 2015 wages for employees covered by this agreement shall be in accordance with the schedule set forth in Attachment A, which by this reference, is hereby incorporated and made a part of this agreement. The schedule was established by adjusting the salary schedule as follows:

July 1, 2012 –2.7%

July 1, 2013 – 2%

July 1, 2014 – 0-3%, CPI-U, West, Class B/C, December, 2013

SECTION 2. Intermediate. Employees who possess a current EMT - Intermediate (EMT-I) Certificate shall be eligible for the positions of Fire Fighter-I, Lieutenant-I, and Captain-I.

SECTION 3. Paramedic. Employees, regardless of rank, who possess a State of Oregon Emergency Medical Technician Paramedic (EMT-P) Certificate, shall be eligible for the positions of Fire Fighter-P (56-hour per week or other work schedule position), Lieutenant-P, and Captain-P. Fire Captains may be regularly assigned as EMT-P=s.

No employee shall allow the EMT-P certification to lapse or expire without written permission of the Fire Chief.

Only those candidates who possess ALS certification will be hired for any future openings in the Fire Department. (The Fire Chief may hire a candidate conditioned upon that candidate becoming ALS certified within a reasonable period, generally within the one [1] year probationary period.)

SECTION 4. Steps. An employee hired at the entry step of a range shall be eligible for movement to Step 1 at the completion of six months employment, or when they become eligible for the 6% PERS contributions, whichever comes first. Employees may advance one step annually in the salary schedule provided the career development criteria for that step is met.

SECTION 5. Longevity Pay. At the completion of 15 years of continuous service, an employee shall be paid a one-time lump sum payment equal to 5% of his/her annual base pay for the previous calendar year. Payment will be made at the end of the month payroll, in the month of the calendar year in which the employee qualifies.

ARTICLE 12. SICK LEAVE

SECTION 1. Sick leave shall be earned at the rate of twenty-four (24) hours for each month of service, except for any employees on a 40 Hour-per-week (HPW) schedule, which shall earn sick leave at the rate of eight (8) hours for each month of service.

- A. Accrual Sick leave credits may accrue to an unlimited total except the amount reported to PERS at an employee's separation from City employment shall not exceed 1500 hours. (Note: For PERS reporting purposes 2160 hours is considered the equivalent of 1500 hours earned and accrued at the rate of 8 hours per month).
- B. Sick Leave Use - Employees may utilize their accrued sick leave when unable to perform their work duties by reason of their own or a family member's illness, injury, necessity for medical or dental care, or the employee's exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee. In using sick leave, the employee shall be charged on an hour-for-hour basis. Sick leave may not be used for regularly scheduled medical visits and appointments, with the exception being appointment with a Specialist when no other time was available. Physician certification may be requested if the employee has been on leave for 3 or more consecutive shifts or if the supervisor can demonstrate cause for concern (i.e. employee is not in a condition to work or as evidence that use of leave was appropriate).
- C. Bereavement Leave - An employee absent from duty by reason of the death of any member of his or her immediate family shall be allowed two (2) calendar days funeral leave without deduction of pay on account of such absence, provided that such leave shall be charged against accumulated sick leave. For purposes of this section, "immediate family" shall be defined as spouse, children, parents, grandchildren, grandparents, brother or sister of the employee and of the spouse.

SECTION 2. Work Comp. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation Insurance shall not exceed the difference between the Workers' Compensation Insurance for lost time and the employee's regular salary rate. In such instances, pro-rated charges will be made against accrued sick leave. An employee who has exhausted sick leave may elect to use vacation leave during a period in which Workers' Compensation is being received. In such instances salary paid will be equal to the amount of accrued vacation leave if utilized by the employee

during each pay period. Employees may choose not to use their accrued paid leaves during absences for work comp purposes.

SECTION 3. Sick leave bonus.

A. 24/48 Schedule Those employees who use twenty-four (24) hours or less of sick leave during a fiscal year will qualify for sick leave bonus as follows:

All persons who qualify for sick leave bonus shall receive thirty-six (36) hours of paid leave bonus to be used during the fiscal year immediately following the qualifying year. The Payroll Department will issue a list to be posted in the Fire Department showing the balances of paid leave bonus for the persons who qualify. The list will be made available the first week of August, November, February, and May.

Additionally, each qualifying employee shall have seventy-two (72) hours added to the sick leave accumulation.

B. 40 Hour-per-week Schedule Employees who normally work forty (40) hours per week and who use 3 days or less of sick leave per fiscal year shall be granted a sick leave bonus to be used during the subsequent fiscal year according to the following schedule:

<u>Sick days off</u>	<u>Bonus Leave</u>
2-3	8 hours
1-2	16 hours
0-1	24 hours

To be eligible, employees must have been in City service for a full fiscal year. Part-time employees who are eligible shall have this benefit prorated. Bonus leave will be granted in the fiscal year subsequent to the year it is earned, it is non-accumulative and it is non-compensable.

ARTICLE 13. LEAVES OF ABSENCE

SECTION 1. General Leave. For good cause shown, leaves of absence without pay for a period not to exceed ninety (90) calendar days may be granted upon approval of the Fire Chief and the City Manager.

SECTION 3. Family Medical Leave. Family Medical Leave shall be granted in accordance with the Oregon Family Medical Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA). All accrued paid leaves must be used before an employee can go into leave without pay status.

ARTICLE 14. VACATIONS

SECTION 1. Permanent employees shall earn paid vacation and holiday leave as vacation time only.

<u>LENGTH OF SERVICE</u>	<u>LENGTH OF VACATION/HOLIDAY*</u>
One (1) year, but less than five (5) years	Twenty-one (21) hours per month
Five (5) years, but less than ten (10) years	Twenty (25) hours per month
Ten (10) years or more	Thirty (31) hours per month

SECTION 2. Separation. In the event of termination of employment or the death of an employee, all accrued vacation leave will be computed to a cash compensation at the employee's regular rate of pay and paid to the employee or the employee's estate or beneficiary.

SECTION 3. Vacation and Shift Strength. Vacation leave may be taken any time during the year, subject to the approval of the Fire Chief. One (1) member of each shift will be allowed on scheduled vacation leave. More than one (1) member of each shift will be allowed on vacation leave when these absences will not result in a shift being at less than shift strength as determined by the City.

- A. Scheduled Vacation Leave. Each calendar year between December 1 and January 15, all employees will be given the opportunity to select their choice of vacation leave according to their seniority. If an employee's vacation choice passes through the seniority selection process and there is no known absence or vacancy (known at the time the request has reached the Shift Commander for entering on the calendar), that employee's vacation choice becomes a scheduled vacation. If there is a known absence or vacancy during the requested vacation leave, the Fire Chief, at his discretion, may approve the request for good cause. The Fire Chief will make every effort to accommodate vacation requests during the annual vacation scheduling period.
- B. Unscheduled Vacation Leave. Unscheduled vacation leave is a vacation request made by an employee after January 15 of the calendar year. If there is no known absence or vacancy at the time the request is presented to the Shift Commander, the leave becomes scheduled vacation leave. An unscheduled vacation requested when there is a known absence or vacancy may also be considered for approval by the Fire Chief for good cause.
- C. Hourly Vacation. Vacation leave may be taken on an hour-for-hour basis, subject to the above provisions, and subject to the approval of the Shift Commander.

SECTION 4. Maximum Shifts Allowed. A maximum of 12 shifts of vacation leave and holiday leave may be carried forward into the next calendar year. Vacation over 12 shifts as of January 1, up to a maximum of 96 hours, will be converted to cash and deposited into the employee's VEBA account to be spent in accordance with VEBA trust rules. Contributions will be computed based on the employee's base wage as of December 1. Any amount over 288, after the maximum of 96 hours has been converted for VEBA will be forfeited by the employee. Employees earning 5 shifts of annual vacation are required to take at least two shifts of vacation each year; employees earning more than 5 shifts of annual vacation are required to take at least 5 shifts of vacation each and every year.

SECTION 5. 40 Hour Schedule – In lieu of Section 1 above, employee's working a 40 HPW schedule shall earn vacation and holiday benefits as follows:

<u>Length of Service</u>	<u>Vacation Leave</u>
1 – 5 years	80 hours per year
5 – 10 years	96 hours per year
10 years or more	120 hours per year

40 HPW employee(s) shall be granted 10 paid holidays off per year as follows: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, one day for Round-Up, Veterans Day, Thanksgiving Day, Christmas, and the employee's birthday.

*The parties agree that the Fire Fighters are receiving a substantial benefit in scheduling their holidays with their vacations at the time this change was made the previous contract provided that the Fire Fighters received the following holidays computed on the basis of a 12-hour day: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, one day for Round-Up, Veterans Day, Thanksgiving Day, Christmas, and the employee's birthday. One 12-hour holiday was added to the accrual rate July 1, 2008.

ARTICLE 15. RETIREMENT

SECTION 1. PERS. During the life of this Agreement, the City will continue to participate in the Public Employees Retirement System (PERS).

SECTION 2. Employee contribution. The employee share of the contribution, six (6%) percent, will be deducted from the employee's gross monthly wage.

SECTION 3. Eligibility. The employee's 6% contribution will begin as soon as they are qualifying under the PERS rules, which will typically be at six (6) months of service, but could be upon hire if already a PERS qualifying member.

ARTICLE 16. INSURANCE BENEFITS

SECTION 1. Coverage. Effective July, 1, 2012, through June 30, 2015, the City will provide medical, vision, dental, and life insurance for the employee through Blue Cross Plan 1-B PPP health insurance with UCR Vision, ODS Plan II dental insurance, and \$10,000 Standard life insurance as designed, offered and provided through City County Insurance Service Employee Benefit Services Trust.

Employees who have eligible dependents who are covered by another **group** insurance plan but **not** covered by the employee on the City's plan, are eligible to receive 50% of the City's savings on premium cost. This amount is based on the number of eligible dependents the employee has. The amount shall be added to the monthly gross salary of the employee at the request of the employee.

SECTION 2. Premiums. The City will pay the cost of the employee's coverage and will contribute 80% of the cost of premium for dependent coverage, with the employee paying 20% of the cost. (Note: for the purposes of Section 2, dependent coverage is one or more dependents).

SECTION 3. Pre-Tax Program. The City agrees to continue participating in the Flexible Spending Accounts that allow premiums and/or qualifying health care or dependent care expenses to be paid pre-tax. Qualifying selections by employees will reduce the tax obligation on salary to the extent the plans are utilized.

SECTION 4. Status Changes. The employee shall notify the City anytime there is a change in the status of the dependents.

ARTICLE 17. PUBLIC LIABILITY INSURANCE

The City of Pendleton agrees to be bound to the terms of ORS 30.285 in defending, saving harmless and indemnifying any of its officers and employees against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty. The parties hereto agree to be bound by all the terms and conditions of ORS 30.260 through 30.330 commonly known as the "Oregon Torts Claim Act" and formally known as "Tort Actions Against Public Bodies."

ARTICLE 18. SENIORITY ROSTER

The City shall establish and maintain on a current basis a seniority list for all members of the Fire Department. The list shall contain the date of hire, and the date of promotion to current rank. A copy of the seniority list shall be available to the Union at all times.

ARTICLE 19. PLACE OF RESIDENCE

SECTION 1. Employees shall reside within fifteen (15) road miles or thirty (30) minutes, whichever is greater, response time from Pendleton Fire Station 1 or 2.

SECTION 2. In the event an employee feels substantial justification exists for living beyond the fifteen (15) mile or thirty (30) minute limit provided for in Section 1 above, the employee may present a request in writing to the City Manager for consideration by the City Council. The City Council's decision shall be final and not subject to the grievance or arbitration procedure.

ARTICLE 20. OVERTIME PAY

SECTION 1. In the event that a need for overtime should occur in the Fire Department because of emergency, sickness or recall to duty, overtime shall be paid at one and one-half times the rate of pay to the employees as follows:

- A. When overtime is an extension of the normal duty period there will be no minimum overtime hours paid.
- B. Overtime will be paid in one-half hour increments as follows:

1 to 30 minutes	One-half hour
31 to 60 minutes	One hour
- C. Call back overtime will be paid on the basis of a minimum of two (2) hours, beginning at time of notification to report to work and terminating at the end of the work effort.

SECTION 2. The City may from time to time require employees to work additional time in excess of the specific work cycle. Those employees required to work additional time in excess of the specific work cycle shall be compensated for such extra hours at the regular overtime rate as called for in Section 1.

SECTION 3. The 40 HPW position shall be scheduled to work a standard 40-hour week, typically Monday through Friday. The work week shall be defined as Monday at 12:01 am to Sunday at 12:00 midnight. All hours worked over 40 within the established work week shall be eligible for overtime.

ARTICLE 21. GRIEVANCE PROCEDURE

SECTION 1. Definition. A grievance is defined as a complaint arising out of alleged violations concerning the application of, interpretation or compliance with the provisions of this agreement. Time limits herein shall be strictly construed.

SECTION 2. Steps. An employee covered by this Agreement shall present their complaint in the following manner:

Step 1. The employee is directed to present their grievance within ten (10) working days orally to their immediate supervisor. If the complaint can be settled between them it will go no further.

Step 2. If the grievance cannot be settled between the employee and their immediate supervisor within ten (10) working days, the complaint will be presented to a Grievance Committee consisting of the Executive Board. This committee is not designed to settle a grievance, but to determine whether or not it is actually a valid grievance or should be disregarded. If the complaint is found to be a valid grievance, a Union Representative shall present the written grievance to the Fire Chief within ten (10) working days of its denial by the immediate supervisor.

Step 3. If the Fire Chief is unable to satisfactorily resolve the grievance within ten (10) calendar days, excluding Saturdays, Sundays and legal holidays, the entire grievance shall be referred to the City Manager.

Step 4. If the City Manager is unable to satisfactorily resolve the problem within thirty (30) days, it shall be submitted to binding arbitration as provided for in the Collective Bargaining Law of the State of Oregon. The arbitrator shall limit their decision to the interpretation, application, or violation of specific language contained in this agreement. Neither party shall be allowed to introduce evidence at the time of the arbitration that was not made known to the other party during the course of the grievance procedure unless requested by the arbitrator.

Either party may refer a grievance to arbitration. However, no arbitrator, or arbitrators, shall be authorized to consider any matter not covered in this Agreement.

SECTION 3. Discharge. If a permanent employee has a grievance concerning their discharge or lay-off without just cause, the employee shall proceed with the grievance under the terms set forth in this Contract.

ARTICLE 22. DISCIPLINE & DISCHARGE

SECTION 1. Standard. If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Employees who have completed their initial probationary period may only be disciplined for just cause.

SECTION 2. Definition. Disciplinary actions may range from reprimands to suspension, demotion, salary reduction and dismissal, as warranted by circumstances and the nature of the offense. Oral “warnings” or counseling for minor offenses are not discipline. They may be reduced to writing by the supervisor for future reference, but will not be made a part of the employee’s personnel file. This is considered “pre-disciplinary” and is intended to clearly communicate performance expectations so that discipline will not be necessary. Pre-disciplinary counseling is not subject to grievance.

- A. Reprimands will be kept in the employee’s personnel file for a period not to exceed two (2) years, so long as the employee does not exhibit the same or similar behavior that results in other disciplinary action.
- B. Any disciplinary action imposed upon a career-service, full-time employee may be appealed under the grievance procedures of this contract.

SECTION 3. Due Process. In the event that the City believes an employee may be subject to any discipline, the following procedural due process shall be followed:

- A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline, however such notice will not limit the scope of the investigation.
- B. The employee will be given the opportunity to refute the charges or allegations, or provide any relevant information at an investigative meeting before any final discipline decisions are made.
- C. At their request, the employee will be entitled to Union representation at the investigative meeting.

SECTION 4. Documentation. The City agrees to furnish the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, salary reduction or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file after having been signed by the supervisor and the employee.

ARTICLE 23. PREVAILING RIGHTS/PAST PRACTICE

SECTION 1. Those past practices which currently exist as to wages, hours and working conditions of the parties which are not included in this Agreement shall remain unchanged during the term of this Agreement unless negotiated by the parties.

SECTION 2. As a result of an ERB decision in 1990, and the positive vote results verified as of October, 1990, Fire Captains are now members of the bargaining unit. Those past practices which previously existed and currently exist for Fire Captains as to wages, hours and working conditions do not become a part of this Agreement. Under this Agreement Captains will have the same Past Practice/Prevailing Rights as Fire Fighters and Lieutenants.

ARTICLE 24. RULES AND REGULATIONS

SECTION 1. Work Rules. The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The City agrees that department rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.

SECTION 2. New Rules. The City may adopt work rules not in conflict with the provisions of this agreement for the operation of the Fire Department and the conduct of the employees to encourage and maintain the proper and efficient operation thereof.

SECTION 3. City Authority. The Union is invited to offer suggestions and recommendations in the adoption and implementation of work rules promulgated by the City. It is understood, however, that final authority to change, modify or delete any work rules or regulations rests with the City.

SECTION 4. Current Rules. Unless modified specifically by this Contract, the rules and regulations now in force shall continue until modified in the manner provided herein.

ARTICLE 25. UNION BUSINESS

SECTION 1. Negotiations. Bargaining sessions between the Union and the City shall be at times and for the duration agreed upon by the parties. The agreed upon members of the Union Collective Bargaining Negotiating Committee on duty shall be allowed time off with pay and without the requirement to make up such time for negotiating with the City for a contract between the City and the Union. The time off with pay will be limited to five (5) bargaining sessions for each member.

SECTION 2. Grievance Committee. Whenever it shall become necessary for the three (3) members of the Union Grievance Committee to make a formal written presentation of a grievance to either the Fire Chief or the City Manager as provided in the grievance procedure set forth herein any member of the Union Grievance Committee then on duty shall be allowed time off with pay and without the requirement to make up such time to make the formal presentation.

SECTION 3. Union Business. Time off without pay for Union business other than referred to in Sections 1 and 2 above may be allowed upon seven (7) days advance notice to the Fire Chief. Said leave shall not exceed a total of six (6) days per calendar year, and shall be limited to Union officers. Union officers shall be permitted to exchange shifts or days off with other employees upon approval of the Fire Chief, provided that the granting of such time off will not result in any expense to the City.

SECTION 4. Union Meetings. The Union may hold business meetings on Fire Department premises provided they:

- A. Are not scheduled before 6:00 p.m.
- B. Are not disruptive of the duties of the employees.
- C. Do not interfere with the efficient operation of the Fire Department.

D. Do not conflict with organized Fire Department meetings or other City functions scheduled for the premises.

SECTION 5. Union Access. Accredited representatives of the Union, whether local, district or international shall have access to Fire Department premises for the purpose of attending and participating in Union meetings scheduled as provided in Section 4 above, or with the approval of the Fire Chief.

SECTION 6. List of Members. The Union shall provide to the City a current list of all the members of the aforementioned committees, including the Collective Bargaining Negotiating Committee, the Union Grievance Committee, and Union officers.

ARTICLE 26. GENERAL PROVISIONS

SECTION 1. Shift-Trading On special occasions and subject to prior approval of the Fire Chief, or designee, employees may be permitted to trade duty time with other employees of the Department so long as it does not disrupt the operation of the Department and does not involve payment of overtime by the City.

SECTION 2. Education For the purpose of encouraging employees to pursue an education or training related to their employment, the City may at its option afford to employees time off during regular working hours, and without loss of time or the obligation to make up the time, to attend courses and/or training approved by the Fire Chief. Off-duty personnel wishing to take advantage of these courses or training on a voluntary basis, without pay, may participate subject to approval of the Fire Chief. Any off-duty personnel required to take the courses shall be paid at the regular rate of pay.

SECTION 3. Uniforms If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device, excluding ties and belts, shall be furnished to the employee by the City. The cost of maintaining the uniform or protective clothing or devices in proper condition, excluding cleaning of uniforms, shall be paid by the City. The City reserves the right to determine the frequency of such cleaning and/or maintenance. The style, quality and quantity of the uniforms and protective clothing shall be determined by the City, after consulting with the employees. The Union recognizes that all clothing and equipment furnished by the City shall be and remain the property of the City. In the event the employee leaves the City service, by death, resignation, or otherwise, all uniform clothing and equipment furnished to such employee shall be returned to the City and receipted.

SECTION 4. Working out of Class In case of a vacancy in a higher classification that has existed for thirty (30) calendar days, any employee temporarily assigned to fulfill the duties and responsibilities of such higher classification shall receive the pay provided for the beginning step of the higher classification beginning on the thirty-first (31st) day of such vacancy and continuing thereafter until the employee is relieved of the duties of the higher classification. Under no circumstances where an employee is assigned to a higher classification will an acting employee receive less than their normal rate of pay.

ARTICLE 27. DUTY SHIFT AND WORK PERIOD

SECTION 1. The work cycle of 27 days shall be divided into duty days consisting of 24 hours (0730 hours to 0730 hours of the following day), followed by 48 hours off duty. During the 27-day cycle, the work period averages 56 hours per week. Fifty (50%) percent of all off-duty employees shall be available for recall to duty, but no duty roster shall be established designating individual employees, nor shall any individual employee be subject to disciplinary action for failure to respond.

SECTION 2. For purposes of complying with Fair Labor Standards Act the work cycle shall remain at 27 consecutive days, and an employee who works in excess of 204 hours in any work cycle shall be paid at the overtime rate. Vacation leave, sick leave, time off in lieu of holidays, and military leave shall be considered as time worked for calculating overtime. The parties agree that the Fair Labor Standards Act does not require the City to consider vacation leave, sick leave, time off in lieu of holidays nor military leave as time worked for calculating overtime and that this is a benefit of significant consideration to the Union which has requested and desires to follow the exemption allowed under 29 USC Section 207(k) and that the City has agreed to follow the "7K" election and employ a 27 day work cycle of 204 regular hours per cycle.

SECTION 3. Any positions designated to be working a 40 HPW schedule shall be exempt from Sections 1 and 2 above. However, the following provisions shall apply:

- A. The 40-hour-per-week (40 HPW) position exists to improve staffing during the week and in part to help reduce overtime costs by covering the first 8 hours of 24/48 shift OT. For a vacancy expected to last longer than 21 days, the 40 HPW position will be allowed to cover the extended vacancy.
- B. Whenever the 40 HPW position fills in on a 24/48 schedule for vacancies lasting longer than 21 days or more, that employee's rate of pay will be adjusted to the corresponding step of the FF-P, Range 3 salary scale.
- C. Advance notice will be provided to the employee of the change in schedule as far ahead as is practicable in the circumstances, and will be at least the week in advance of the change. In no case will the employee's work week (12:01 am Monday to midnight Sunday) be split. In other words, the employee will work in whole-week increments of a 40 hour shift, or 24/48 hour shifts.
- D. While on a 24/48 schedule, the employee's benefits will accrue as usual except that:
 - a. The employee shall use accrued leave in the same increments as if they were working a 40-hour/week schedule (i.e. 8-hours of leave for a full day off, 4-hours of leave for half-day off, etc.);
 - b. Any Holidays that the employee actually works during the affected period will be banked for use at a later date, when back on their 40 hour schedule.
- E. The 40 HPW employee shall have their time sheet reflect the change in schedule so that Payroll may process the employee's payroll at the appropriate hourly and overtime rates.

ARTICLE 28. PROFESSIONAL CAREER DEVELOPMENT COMMITTEE

SECTION 1. Composition of Career Development Committee. The parties agree to maintain a Professional Career Development Committee to be comprised of five (5) Fire Fighter Union members, as appointed by IAFF, and five (5) management members, as appointed by the City Manager. The Committee will meet at least once per year with that meeting being held in January of each calendar year.

SECTION 2. Voluntary Training. The parties recognize that professional career development training and education during off-duty hours is entirely voluntary by the employee, and is not a City requirement, and such voluntary training time during off-duty hours is not to be compensated for by the City.

SECTION 3. Career Development Plan. The parties acknowledge that the Career Development Plan is voluntary and supplemental to this collective bargaining contract and does not supersede it. Any place where the "Professional Career Development Plan" is contradictory to this contract, the contract shall control between the parties.

ARTICLE 29. DRUG TESTING

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

ARTICLE 30. TOBACCO PRODUCTS USE PROHIBITED

Employees hired after July 1, 1987, shall agree not to use tobacco products during the term of their employment with the City of Pendleton.

ARTICLE 31. SAVING CLAUSE

If any article or section of this agreement or any addition hereto should be held invalid by operation of the law or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this agreement and its addenda, if any, shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32. PREVIOUS AGREEMENTS

This agreement with the referenced and incorporated Exhibits represents the entire written agreement by and between the parties and replaces all previous written or oral agreements by and between the parties.

DATED this ____ day of _____, 2012.

PENDLETON FIRE FIGHTERS UNION,
LOCAL NO. 2296

By _____
Conrad Wyss
President

Adopted by motion of the Pendleton City Council on the ____ day of _____,
2012.

CITY OF PENDLETON

By _____
Robb Corbett
City Manager

(SEAL)

ATTEST: _____
Andrea Denton
City Recorder

Salary schedule July 1, 2012 thru June 30, 2013

	Range		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
FF	1	hourly	\$16.85	\$17.86	\$18.78	\$19.84	\$20.91	\$22.07
		monthly	\$4,217.50	\$4,469.17	\$4,700.59	\$4,966.71	\$5,232.84	\$5,524.99
FF-I	2	hourly	\$18.01	\$19.08	\$20.10	\$21.18	\$22.39	\$23.49
		monthly	\$4,506.77	\$4,775.79	\$5,030.35	\$5,302.26	\$5,603.09	\$5,880.79
FF-P	3	hourly	\$19.01	\$20.16	\$21.26	\$22.39	\$23.58	\$24.85
		monthly	\$4,758.44	\$5,044.81	\$5,322.51	\$5,603.09	\$5,901.04	\$6,219.23
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LT	4	hourly	\$21.43	\$22.71	\$23.33	\$24.02	\$24.69	\$25.32
		monthly	\$5,363.00	\$5,684.09	\$5,840.30	\$6,010.96	\$6,178.74	\$6,337.83
LT-I	5	hourly	\$22.78	\$24.14	\$24.74	\$25.41	\$26.16	\$26.77
		monthly	\$5,701.44	\$6,042.78	\$6,193.19	\$6,360.98	\$6,548.99	\$6,699.42
LT-P	6	hourly	\$24.03	\$25.47	\$26.06	\$26.77	\$27.47	\$28.11
		monthly	\$6,013.86	\$6,375.43	\$6,522.97	\$6,699.42	\$6,875.87	\$7,034.97
			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
CAPT	7	hourly	\$25.06		\$26.56	\$27.33	\$28.13	\$28.98
		monthly	\$6,271.30		\$6,647.34	\$6,841.16	\$7,040.75	\$7,254.80
CAPT I	8	hourly	\$26.44		\$28.03	\$28.81	\$29.60	\$30.44
		monthly	\$6,618.42		\$7,014.72	\$7,211.42	\$7,408.11	\$7,619.28
CAPT-P	9	hourly	\$27.68		\$29.34	\$30.14	\$30.94	\$31.72
		monthly	\$6,927.94		\$7,344.48	\$7,544.07	\$7,743.67	\$7,940.37

40 hr/week Position

FF-P	3	hourly	\$23.33	\$24.74	\$26.10	\$27.48	\$28.94	\$30.50
		monthly	\$4,044.68	\$4,288.09	\$4,524.13	\$4,762.63	\$5,015.88	\$5,286.35

w/2.7% increase

Salary schedule July 1, 2013 thru June 30, 2014

	Range		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
FF	1	hourly	\$17.19	\$18.21	\$19.16	\$20.24	\$21.32	\$22.51
		monthly	\$4,301.85	\$4,558.56	\$4,794.60	\$5,066.04	\$5,337.49	\$5,635.49
FF-I	2	hourly	\$18.37	\$19.46	\$20.50	\$21.61	\$22.83	\$23.96
		monthly	\$4,596.90	\$4,871.30	\$5,130.96	\$5,408.30	\$5,715.16	\$5,998.41
FF-P	3	hourly	\$19.39	\$20.56	\$21.69	\$22.83	\$24.05	\$25.34
		monthly	\$4,853.61	\$5,145.70	\$5,428.96	\$5,715.16	\$6,019.06	\$6,343.62
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LT	4	hourly	\$21.85	\$23.16	\$23.80	\$24.50	\$25.18	\$25.83
		monthly	\$5,470.26	\$5,797.78	\$5,957.10	\$6,131.17	\$6,302.31	\$6,464.58
LT-I	5	hourly	\$23.23	\$24.62	\$25.24	\$25.92	\$26.69	\$27.30
		monthly	\$5,815.47	\$6,163.64	\$6,317.06	\$6,488.20	\$6,679.97	\$6,833.41
LT-P	6	hourly	\$24.51	\$25.98	\$26.58	\$27.30	\$28.02	\$28.67
		monthly	\$6,134.13	\$6,502.94	\$6,653.43	\$6,833.41	\$7,013.38	\$7,175.67
			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
CAPT	7	hourly	\$25.56		\$27.09	\$27.88	\$28.69	\$29.56
		monthly	\$6,396.72		\$6,780.29	\$6,977.98	\$7,181.56	\$7,399.90
CAPT I	8	hourly	\$26.97		\$28.59	\$29.39	\$30.19	\$31.05
		monthly	\$6,750.78		\$7,155.02	\$7,355.65	\$7,556.28	\$7,771.67
CAPT-P	9	hourly	\$28.23		\$29.93	\$30.74	\$31.56	\$32.36
		monthly	\$7,066.50		\$7,491.37	\$7,694.95	\$7,898.54	\$8,099.18

40 hr/week Position

FF-P	3	hourly	\$23.80	\$25.23	\$26.62	\$28.03	\$29.52	\$31.11
		monthly	\$4,125.57	\$4,373.85	\$4,614.61	\$4,857.88	\$5,116.20	\$5,392.07

w/2% increase

Salary schedule July 1, 2014 thru June 30, 2015

	Range		Entry	Step 1	Step 2	Step 3	Step 4	Step 5
FF	1	hourly	\$17.43	\$18.47	\$19.42	\$20.52	\$21.62	\$22.83
		monthly	\$4,362.08	\$4,622.38	\$4,861.72	\$5,136.97	\$5,412.22	\$5,714.39
FF-I	2	hourly	\$18.62	\$19.73	\$20.79	\$21.91	\$23.15	\$24.30
		monthly	\$4,661.26	\$4,939.50	\$5,202.79	\$5,484.02	\$5,795.17	\$6,082.38
FF-P	3	hourly	\$19.66	\$20.85	\$21.99	\$23.15	\$24.38	\$25.70
		monthly	\$4,921.56	\$5,217.74	\$5,504.96	\$5,795.17	\$6,103.33	\$6,432.43
LT	4	hourly	\$22.16	\$23.49	\$24.13	\$24.84	\$25.53	\$26.19
		monthly	\$5,546.84	\$5,878.95	\$6,040.50	\$6,217.01	\$6,390.54	\$6,555.09
LT-I	5	hourly	\$23.56	\$24.97	\$25.59	\$26.28	\$27.06	\$27.68
		monthly	\$5,896.89	\$6,249.93	\$6,405.50	\$6,579.03	\$6,773.49	\$6,929.07
LT-P	6	hourly	\$24.85	\$26.34	\$26.95	\$27.68	\$28.41	\$29.07
		monthly	\$6,220.01	\$6,593.98	\$6,746.58	\$6,929.07	\$7,111.57	\$7,276.13
CAPT	7	hourly	\$25.91		\$27.47	\$28.27	\$29.09	\$29.98
		monthly	\$6,486.28		\$6,875.21	\$7,075.68	\$7,282.10	\$7,503.50
CAPT I	8	hourly	\$27.35		\$28.99	\$29.80	\$30.61	\$31.48
		monthly	\$6,845.29		\$7,255.19	\$7,458.63	\$7,662.06	\$7,880.47
CAPT-P	9	hourly	\$28.63		\$30.35	\$31.17	\$32.00	\$32.81
		monthly	\$7,165.43		\$7,596.25	\$7,802.68	\$8,009.12	\$8,212.57

40 hr/week Position

FF-P	3	hourly	\$24.13	\$25.59	\$27.00	\$28.42	\$29.93	\$31.54
		monthly	\$4,183.33	\$4,435.08	\$4,679.22	\$4,925.89	\$5,187.83	\$5,467.56

w/1.4% increase

Attachment A

SUBSTANCE ABUSE POLICY

I. INTRODUCTION

This document is authorized by Article 29 of the working contract between City of Pendleton (the City) and Local 2296 of the International Association of Fire Fighters (the Union), and constitutes a jointly formulated policy on the topic of drug and alcohol testing.

A. PURPOSE.

The purpose of this agreement is:

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

NOTE: This policy is intended to be in compliance with the Drug-Free Workplace Act of 1988. In the event of a conflict between the provisions of this policy and the Act, the provisions of the Act will prevail. Information regarding the Drug-Free Workplace Act is available from the City Human Resources Department. A copy of the Drug-Free Workplace Act will be available in each station.

B. SCOPE.

This policy applies to all bargaining unit members of Local 2296. The policy addresses the topic of assistance available for employees seeking help with chemical dependency problems. It also addresses specific procedures to be utilized when available evidence indicates that drug or alcohol testing is called for.

C. BACKGROUND.

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

The City and the Union encourage the voluntary admission of chemical dependency and place a strong emphasis on rehabilitation as opposed to punitive action. For this reason, any employee of the City has the opportunity to request treatment for chemical dependency without threat of punishment, if such request is received prior to disciplinary action being taken as a result of the violation of this policy. Further, the degree of any future corrective action for violation of this policy will be based upon the level of cooperation of the employee.

Formal actions to correct suspected substance abuse must be in accordance with this policy, the working agreement between the City and the Union, and state and federal law. The City acknowledges the sensitive nature of chemical dependency and will ensure that all information will

be kept in a confidential manner. An employee participating in any rehabilitation process as a result of action by the City must sign a release form stating that necessary information will be released to the Human Resources Manager (see Exhibit B). The treating agency will provide information as specified in Exhibit A. The HR Manager will only release the information to the individual charged with taking further action.

This policy addresses only the action to be taken for suspected substance abuse.

D. DEFINITIONS.

For the purpose of this policy, the following definitions apply:

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

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

- f. Whenever an employee is sent to be tested for drugs or alcohol, the employee is not being "formally accused" of being under the influence. Sending employees to testing is merely an essential part of the substance abuse policy, as negotiated between the City and the Union, and is part of a safety program designed to protect employees, property, and the people we serve.
7. Under the Influence. For the purpose of this policy, an employee will be deemed to be under the influence when testing indicates that controlled substances or alcohol are present in the urine or by breathalyzer (both tests to be undertaken when reasonable suspicion is cited) in the following amounts:

Alcohol: .02%

Marijuana: 50 nanogram/milliliters

Cocaine: 300 nanogram/milliliters

Opiates: 2000 nanograms/milliliter

Amphetamines: 1000 nanogram/milliliters

Phencyclidine: 25 nanogram/milliliters

All controlled drugs carried by the City

All other drugs of abuse: 300 nanogram/milliliters or the prevailing SAMHSA standard. (If drugs not listed on this list are tested for, the Union will be consulted for approval prior to the test being conducted.)

The standards will be reviewed annually by the Career Development Committee to determine if they are in accordance with current established practice for drug testing.

II. PROHIBITED CONDUCT

- A. It is the policy of the City that buying, selling, transporting, possessing, using, manufacturing, being under the influence of, or consuming non-prescribed controlled substances is prohibited on all property or designated areas used by the City. Further, consumption of alcohol and possession or transport of open containers of alcohol is likewise prohibited on all property or designated areas used by the City. Property or designated areas include emergency scene response areas, buildings (either in or outside), and City vehicles.
- B. Use of or being under the influence of alcohol or controlled substances including narcotics, sedatives, stimulants, and other controlled substances and mood-altering substances, and abuse of prescribed medications on duty or while operating City equipment or vehicles is prohibited and shall subject an employee to corrective action as set forth in this policy.
- C. The only exceptions to the prohibited conduct listed in II. A and B are possessing or consuming alcoholic beverages by off duty personnel at those City sponsored events where alcoholic beverages are served on a non-hosted basis as refreshments. Such events could include a Christmas party or annual picnic.

III. TESTING

A. TESTING PROCEDURE

1. Testing will be requested by a supervisor, Chief Officer, or designated management employee in those instances where an employee and/or any supervisor feels that reasonable suspicion exists.

In the event the immediate supervisor is the person suspected of substance abuse, the employee shall go to the next level in the chain of command. Such requests to test will be made in the presence of the employee and a Union representative should the employee request Union representation. An employee shall not rely on this provision to defeat the purpose of the test.

2. When testing is called for as stated above, the employee will immediately be taken by a supervisor, Chief Officer, or designated management employee to a testing laboratory as specified by the City, where a urinalysis and breathalyzer test will be undertaken. If the employee so requests, he/she may be accompanied to the testing laboratory by a Union representative.
3. Employees who submit to a urinalysis and breathalyzer test will be asked to sign a Consent Form for Drug and Alcohol Testing, attached as Exhibit B.
4. The laboratory will be pre-selected by the City.
5. The collected sample will be immediately subjected to the proper panel of tests, as designated by this agreement. If the tests are positive, the results shall be reviewed by a qualified Medical Review Officer (MRO). The MRO shall determine if there is a medical explanation for the test results. Only after the MRO review will the final results of the test(s) be delivered, in sealed envelopes, to the employee and the Human Resources Manager. Under no circumstances will the employee taking the person to be tested to the lab be in a circumstance to observe the result (i.e., breathalyzer).
6. The breathalyzer test result, conducted without the transporting employee present, will be known to the employee, who will be provided the result in an envelope. The envelope given the transporting employee (usually a Chief Officer) will remain sealed and be delivered as soon as possible to the Director of Human Resources.
7. The City and the Union understand that results of any test must be made available to the individual being tested, and that nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.
8. The urinalysis screening test shall be performed using the Enzyme Immunoassay (EIA) method or current standard prescribed by the Oregon State Health Division.
9. Any positive results on the individual urinalysis screening test will be confirmed through a second test as prescribed by laboratory protocol.
10. The Career Development Committee will review all testing procedures annually to determine that the tests used are in compliance with current law and standards of practice as defined by ORS 438.435 and OAR 333-24-305 and any other applicable statutes and administrative rules.
11. An employee who has been requested to submit to urinalysis and breathalyzer test will be placed on administrative leave with pay pending a negative result or the final decision of the City. If the results of the urinalysis test are positive as outlined in Paragraphs 8 and 9 above, the employee may request a third verifying test on a sample taken from the frozen specimen as stated in Paragraph 13 below.
12. The City will pay all the cost of collection and testing. The cost of a third, verifying test, if requested by the employee shall be paid by the employee. If the results of it are negative, the city will reimburse the employee.
13. All samples that have been collected and tested will be frozen and stored for thirty days at the testing laboratory for the purpose of a retest should one be required. Positive samples will be stored longer upon request of the City, the Union, or the employee being tested. Positive samples

will be stored longer than 30 days upon written request to the laboratory by the concerned party. Such requests will be made prior to the expiration of the thirty-day period.

14. In any instance where testing has been authorized as stated in Section III of this policy, refusal by an employee to take the test will result in an immediate suspension pending determination of the appropriate level of discipline up to and including termination of employment.

IV. REHABILITATION

A. TREATMENT

1. It is the intent of the City and the Union to assist the employee in overcoming any chemical dependency problem. Therefore, when a positive test indicates the presence of controlled substances or alcohol in the body, or when reasonable suspicion exists that an employee is violating the conditions of this policy, the City may require the employee to receive immediate counseling from the City's Employee Assistance Program.
2. Payment for in-patient treatment or out-patient treatment programs will be covered subject to the terms of the insurance benefit program in affect at the time. Any costs not covered by insurance will be the responsibility of the employee.
3. Employees shall be entitled to take a leave of absence for treatment purposes as eligible under the Family Medical Leave laws.

B. RETURN TO WORK

1. Employees who successfully complete treatment or who are participating in an outpatient treatment program, who submit the appropriately signed release form, attached as Exhibit D, and sign a "Last Chance Agreement" will be returned to their former position. The Last Chance Agreement will have a term of two (2) years during which time the employee's continued employment is contingent upon compliance with the stated terms and conditions of the Last Chance Agreement. *An employee who violates any of the terms of the Last Chance Agreement will be terminated from employment.*
2. Employees who have signed a Last Chance Agreement are subject to random breathalyzer tests and urinalysis at any time during the term of the agreement as recommended by their Substance Abuse Professional (Counselor). Results of said test(s) will be communicated only to the employee and HR Manager. In the instance where evidence of substance abuse causes the immediate supervisor to question whether the employee can safely perform his/her job, the employee will be placed on administrative leave pending the outcome of the urinalysis and breathalyzer test.
3. Employees who have signed a Last Chance Agreement are subject to search of their person, or locker at any time during the term of the agreement at the discretion of the Human Resources Manager or supervisor.

C. SUBSEQUENT DEPENDENCY PROBLEMS

Employees who have undergone treatment and successfully fulfilled the terms of the Last Chance Agreement will be considered to be rehabilitated; any record of treatment will be removed from their personnel files. Any subsequent dependency problems can result in termination of employment. When an employee has successfully met the terms of the Last Chance Agreement and it is removed from the personnel file, it will be maintained in a sealed file of Last Chance Agreements in Human Resources for the purpose of achieving a record by which "two (2) strikes and out" is accomplished, i.e., circumstances leading to another Last Chance Agreement for any employee may result in termination.

EXHIBIT A

FROM: _____

TO: _____
(Employer's Name)

ATTENTION: _____
(Supervisor or Other)

DATE: _____

Your employee _____, has signed a release allowing me to update you on progress in our program. Please excuse our brevity, but we thought the promptness of this report might be of more value. If you have any questions, call me at _____.

Please treat this information as confidential for the protection of your employee.

DATE ADMITTED: _____

STATUS IN PROGRAM:

Week:

1

2

3

4

PROJECTED DISCHARGE DATE: _____

PROGRESS:

Excellent

Good

Fair

Poor

ATTITUDE:

Excellent

Good

Fair

Poor

PHYSICAL HEALTH:

Excellent

Good

Fair

Poor

FAMILY INVOLVEMENT:

Excellent

Good

Fair

Poor

GENERAL COMMENTS:

Counselor's Signature: _____

Attending Physician: _____

EXHIBIT B

CONSENT FORM FOR DRUG AND ALCOHOL TESTING

I, _____ (print name), understand that I am being required to submit to a urinalysis and breathalyzer test to detect usage based upon the City's view that reasonable suspicion exists for such testing.

I further understand that if I give my consent to submit to such tests, the test results and other relevant medical information will be released to persons authorized by the City for appropriate review and response. I agree to allow release of such information.

I do () consent to such testing.

I do not () consent to such testing and understand my refusal to consent is grounds for discipline under the current drug and alcohol policy.

Signature

Date

EXHIBIT D

CITY OF PENDLETON

LAST CHANCE AGREEMENT

As a result of identification of your drug () /alcohol () usage through the administration of the City of Pendleton's (hereinafter referred to as City) Drug and Alcohol Policy, your employment status has been reviewed. In lieu of termination of your employment, the City is prepared to allow you to continue in its employment, as set forth in Section IV-B of the Drug and Alcohol Policy, provided that you meet and continue to satisfy the following conditions over a two-year (24-month) period:

1. You must report for an appropriate work assignment promptly upon completion of your rehabilitation program.
2. During the course of this agreement, you must promptly comply with any City drug request for "no cause" drug testing on a random basis.
3. You must reconfirm your commitment to comply with all aspects of the City Drug and Alcohol Policy and to refrain from the use of drugs or alcohol as per the Drug and Alcohol Policy.
4. You must agree to complete any follow-up program and/or treatment that are deemed necessary by your qualified rehabilitation counselor.
5. You must cooperate with the City in disclosing information concerning your progress in and successful completion of required rehabilitation program and follow-up treatments.
6. You will, for the period of time suggested by your counselor, endeavor to work your shift schedule to assure compliance with counseling scheduled. Trade shifts and call shifts will not interfere with availability for prescribed counseling sessions.

It is our expectation that you will accept these conditions as well as all other standards of performance and conduct, which are now effective or may become effective at the City of Pendleton. If you are prepared to do so, you must sign below. If you do not sign *OR* if you violate any of the items listed above, you will be terminated from employment.

I have read and understand the conditions set forth above and agree to accept them. I also recognize that the City reserves the right to revise its Drug and Alcohol Policy, as it deems appropriate and pledge my commitment to fully comply with the City's efforts to make its workplace safer and more productive through the enforcement of this Policy.

Employee Signature

Date

Union Representative (*If Applicable*)

Date

