



**WESTERN LANE FIRE AND EMS AUTHORITY  
SIUSLAW VALLEY FIRE AND RESCUE  
WESTERN LANE AMBULANCE DISTRICT  
BOARD OF DIRECTORS**

**“One Team, One Mission”**

**JOINT BOARD MEETING AGENDA**

June 26, 2025, 6:00pm

2625 Highway 101 North, Florence

Zoom Meeting URL: <https://us02web.zoom.us/j/82683268796>

Or call 1-669-900-6833 and enter Meeting ID: 826 8326 8796

**I. 6:00pm Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call / Establishment of Quorum**

**IV. Public Comment:** *This is the opportunity for the public to speak to the Board of Directors. The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker.*

**V. WLAD FY2025-26 Budget**

1. Open Public Hearing
2. Hear Public Comments
3. Close Public Hearing

- a) WLAD Action Item: Resolution 2025-02 Dissolution and Establishment of Funds
- b) WLAD Action Item: Resolution 2025-03 Adopting the Budget
- c) WLAD Action Item: Resolution 2024-04 Establishing Fund Balances

**VI. Presentation: Systems Design West**

**VII. Consent Agenda**

Meeting Minutes: Regular Meeting May 22, 2025  
Staff Reports  
Correspondence

**VIII. Monthly Financials for SVFR, WLAD, WLFEA**

**IX. Old Business**

1. WLFEA Action Item: Adopting Civil Service Rules
2. Policies from May 22, 2025:
  - a) 500 – Patient Care Reports
  - b) 501- Medical Supplies
  - c) 502 – Patient Refusal of Pre-Hospital Care
  - d) 503 – Controlled Substance Accountability
  - e) 506 – Advance Health Care Directives
  - f) 507 – Latex Sensitivity

**X. New Business**

1. WLFEA Action Item: IAFF CBA Approval
2. Policies for Review:
  - a) 600 – Emergency Vehicle Operator Training
  - b) 601 – CPR and Automated External Defibrillator (AED)
  - c) 602 – Communicable Disease Training Program
  - d) 603 – Hazard Communication Program Training
  - e) 604 – Occupational Noise Exposure and Hearing Conservation Program Training

**XI. Director Comments**

This is an opportunity for Directors to comment on topics not on the agenda.

- XII. Future Business:** Joint Board Meeting and Budget Hearing Thursday, July 24, 2025, at 6:00pm.

**XIII. Adjournment**

RESOURCES  
General Fund

(Fund)

Western Lane Ambulance District

(Name of Municipal Corporation)

	Historical Data				RESOURCE DESCRIPTION	New Account Number	Budget for Next Year 2025-26			
	Actual		Adopted Budget This Year Year 2024-25				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24								
1	3,635,436	2,803,165	501,300		Available cash on hand* (cash basis)		695,706	695,706		1
2	32,759	22,231	20,000	4214	Previously levied taxes estimated to be received	4020	20,000	20,000		2
3	55,799	65,882	40,000	4290	Interest	4420	55,000	55,000		3
4	100,000		140,000	9410	Transferred IN, from LifeMed funds	4510	110,000	115,000		4
5	310,000				Transferred IN, from Capital funds					5
6										6
7					OTHER RESOURCES					7
8	50,000	50,000	50,000	4702	Grant Income - Mobile Integrated Health	4300	50,000	50,000		8
9	6,300		32,080		Grant Income - OHV Grant	4300				9
10	2,116,248	510,110	2,000,000	4001	Patient Fees-Net					10
11		120,602			Private Pay	4105	200,000	200,000		11
12					Private Insurance	4110	500,000	500,000		12
13		1,262,257			Medicare	4115	1,500,000	1,500,000		13
14		214,128			Medicaid	4120	200,000	200,000		14
15										15
16	171,126	217,077	80,000	4025	Ground Emerg Medical Transport	4130	80,000	80,000		16
17		2,575		4035	Collection Agency	4140	3,000	3,000		17
18		1,797		4085	Other Revenue					18
19										19
20		60,299		4099	Allowance for Contractual Adjustment	4199	10,000	10,000		20
21	30,792	30,792	30,792	4220	Three Rivers Casino	4205	30,792	30,792		21
22		2,847		4230	Other County Tax Revenue					22
23		6,149		4250	Reimbursements	4405	500	500		23
24	19,604		10,000	4280	Misc. Revenue					24
25					Grant Income: Carseat	4300	2,000	2,000		25
26										26
27										27
28	6,528,064	5,369,909	2,904,172		Total resources, except taxes to be levied		3,456,998	3,461,998	0	28
29			758,855	4211	Taxes estimated to be received - Permanent Rate	4010	811,104	811,104		29
30			1,095,006	4212	Taxes estimated to be received - LO Levy	4025	1,127,856	1,127,856		30
31	744,074	764,543		4211	Taxes collected in year levied - Permanent Rate					31
32	1,022,188	1,055,798		4212	Taxes collected in year levied - LO Levy					32
33	8,294,326	7,190,250	4,758,033		TOTAL RESOURCES		5,395,958	5,400,958	0	33

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**FORM  
LB-30**

**REQUIREMENTS SUMMARY**

ALLOCATED TO ADMINISTRATION

**General Fund**

(name of fund)

**Western Lane Ambulance District**

(name of Municipal Corporation)

	Historical Data			Account Number	REQUIREMENTS FOR: ADMINISTRATION	New Account Number	Budget For Next Year 2025-26			
	Actual		Adopted Budget This Year 2024-25				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24								
1					PERSONNEL SERVICES					1
2										2
3							Refer to WLFEA Budget			3
4										4
8	0	0	0		TOTAL PERSONNEL SERVICES		0	0	0	8
9					Total Full-Time Equivalent (FTE)					9
10					MATERIALS AND SERVICES					10
11	10,735	301	2,500	7108	Administrative & Bank Fees	7101	2,500	2,500		11
12	91,470			7110	GEMT Admin & Consulting Fees	7421	50,000	50,000		12
13				7111	GEMT FFS Fees					13
14	245			7112	Office Supplies					14
15	2,863			7115	Community Outreach					15
16	558			7120	Training & Conferences					16
17	1,055			7130	Office Equipment Agreements					17
18	490			7142	Employee Recognition					18
19	2,918			7190	Other Admin Expenses					19
20	677			7208	Computers, Phones & iPads					20
21	260			7221	Website					21
22	4,922			7230	IT Services					22
23	14,000		14,000	7410	Audit	7405	14,000	14,000		23
24	869			7450	Payroll Services					24
25	48,479			7481	Billing Service					25
26	33,784	28,372	31,500	7510	Property & Liability Insurance	7510	37,800	37,800		26
27	828,712	62,899		7600	WLFEA Administrative Services					27
28	5,000			7620	Western Lane Crisis Response					28
29	2,916,886			7610	WLFEA EMS Operations					29
30				4090	Refunds	7135	10,000	10,000		30
31		1,373	1,630	8705	Carseat Grant	6900	2,000	2,000		31
32	3,963,923	92,945	49,630		TOTAL MATERIALS AND SERVICES		116,300	116,300	0	32
33										33
34					CAPITAL OUTLAY					34
35		5,200	5,000	8017	Computer Upgrade/iPads	8400	5,000	5,000		35
36		14,263	50,000	8010	Building Improvements	8305	50,000	50,000		36
37			55,000	8706	All-Terrain	8100				37
38										38
39										39
40										40
41	0	19,463	110,000		TOTAL CAPITAL OUTLAY		55,000	55,000	0	41
42	3,963,923	112,408	159,630		ADMINISTRATION TOTAL		171,300	171,300	0	42

FORM  
LB-30

REQUIREMENTS SUMMARY

ALLOCATED TO OPERATIONS

General Fund

(name of fund)

Western Lane Ambulance District

(name of Municipal Corporation)

	Historical Data			Account Number	REQUIREMENTS FOR: OPERATIONS	New Account Number	Budget For Next Year 2025-26			
	Actual		Adopted Budget This Year 2024-25				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24								
1					PERSONNEL SERVICES					1
2	327			5103	Part Time Salary					2
3	28			5121	Payroll Taxes (7%)					3
4		1,510		5123	PERS Operations					4
5	120			5125	Gym & EAP (hearing & physicals to WLFEA)					5
6	142			5187	Uniforms (M & S)					6
7										7
8	617	1,510	0		TOTAL PERSONNEL SERVICES		0	0	0	8
9					Total Full-Time Equivalent (FTE)					9
10										10
11					MATERIALS AND SERVICES					11
12					TRAINING (moved to WLFEA)					12
13	2,625			6101	Staff Training & Conference					13
14	1,264			6107	Certifications					14
15										15
16					MEDICAL					16
17	93,034			6201	Medical Supplies					17
18	16,588			6204	Medical Gas/O2					18
19	19,680			6207	Pharmacy Expense					19
20	20,700			6208	Physician Advisor					20
21	2,151			6210	Uniforms & Personal Protective Equipment					21
22	737			6213	Hospital Transfer Meals					22
23	454			6220	MIH Expenses					23
24										24
25					EMERGENCY SERVICES (moved to WLFEA)					25
26	96,094			6405	Public Safety Answering Point (PSAP)					26
27										27
28					RECRUITMENT/TESTING (moved to WLFEA)					28
29	1,193			6610	Advertising					29
30										30
31					FACILITIES & EQUIPMENT					31
32	2,150			6720	Facility Upgrades					32
33	14,530			6730	Building, Janitor, Misc Supplies					33
34	14,003			6743	Maintenance & Contracts					34
35	12,629			6745	Radio Repair					35
36	21,720			6790	Utilities					36
37										37
38					VEHICLES					38
39	78,463			6890	Vehicle Maintenance					39
40	50,372			6892	Vehicle Fuel and Oil					40
41										41
42	448,387	0	0		TOTAL MATERIALS AND SERVICES		0	0	0	42
43					CAPITAL OUTLAY					43
44	209,539			8001	Ambulance Type II					44
46	89,806			8018	Cardiac Monitors					46
47				8020	Hands Free CPR Devices					47
48	341,385			8025	Ambulance Type I					48
49				8026	Portables/Pagers					49
50		59,975	20,000	8027	Ventilators					50
54					Ultrasound	8200	20,000	20,000		54
55	640,730	59,975	20,000		TOTAL CAPITAL OUTLAY & GRANTS		20,000	20,000	0	55
56	1,089,734	61,485	20,000		OPERATIONS TOTAL		20,000	20,000	0	56

Refer to WLFEA Budget

**FORM  
LB-30**

**REQUIREMENTS SUMMARY**  
**NOT ALLOCATED TO ADMINISTRATION**  
**General Fund**  
(name of fund)

**Western Lane Ambulance District**  
(name of Municipal Corporation)

	Historical Data			Account Number	REQUIREMENTS DESCRIPTION	New Account Number	Budget For Next Year 2025-26			
	Actual		Adopted Budget This Year 2024-25				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24								
1					PERSONNEL SERVICES NOT ALLOCATED					1
2										2
3										3
4	0	0	0		TOTAL PERSONNEL SERVICES		0	0	0	4
5					Total Full-Time Equivalent (FTE)					5
6					MATERIALS AND SERVICES NOT ALLOCATED					6
7			59,221		RFE - PERS UAL					7
8										8
9	0	0	59,221		TOTAL MATERIALS AND SERVICES		0	0	0	9
10					CAPITAL OUTLAY NOT ALLOCATED					10
11										11
12										12
13	0	0	0		TOTAL CAPITAL OUTLAY		0	0	0	13
14					DEBT SERVICE					14
15										15
16										16
17	0	0	0		TOTAL DEBT SERVICE		0	0	0	17
18					SPECIAL PAYMENTS					18
19	432,504	6,176,973	4,190,732		Transfer to WLFEA	9510	4,083,554	4,925,764		19
20	5,000	5,000	5,000		Transfer to Western Lane Crisis Response		0			20
21	437,504	6,181,973	4,195,732		TOTAL SPECIAL PAYMENTS		4,083,554	4,925,764	0	21
22					INTERFUND TRANSFERS					22
23			100,000		Transfer to Equipment Fund	9510	10,000	10,000		23
24					Transfer to Apparatus Fund	9510	50,000	23,894		24
25					Transfer to Building Fund	9510	50,000	50,000		25
26										26
27										27
28	437,504	0	100,000		TOTAL INTERFUND TRANSFERS		110,000	83,894	0	28
29			73,450		OPERATING CONTINGENCY	9500	50,000	50,000		29
30					RESERVED FOR FUTURE EXPENDITURE					30
31			150,000		UNAPPROPRIATED ENDING BALANCE		150,000	150,000		31
32	875,008	6,181,973	4,578,403		Total Requirements NOT ALLOCATED		4,393,554	5,209,658	0	32
33	5,053,657	173,893	179,630		Total Requirements for ALL Org.Units/Programs within fund		191,300	191,300	0	33
34	2,803,165	834,384			Ending balance (prior years)					34
35	8,731,830	7,190,250	4,758,033		TOTAL REQUIREMENTS		4,584,854	5,400,958	0	35

FORM  
LB-11

This fund is authorized and established by resolution / ordinance number  
2024-05 on (date) May 24, 2024 for the following specified purpose:

Equipment Reserve

Equipment Fund

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.  
Review Year: 2029

Western Lane Ambulance District  
(Name of Municipal Corporation)

	Historical Data			Account Number	DESCRIPTION RESOURCES AND REQUIREMENTS			New Account Number	Budget for Next Year 2025-26				
	Actual		Adopted Budget Year 2024-25						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2022-23	First Preceding Year 2023-24											
1					RESOURCES							1	
2	501,343	192,385	503,000		Cash on hand * (cash basis), or				54,500	54,500		2	
3												3	
4					Previously levied taxes estimated to be received							4	
5	1,042	1,798	1,500	4295	Interest			4420	500	500		5	
6			100,000		Transferred IN, from other funds			4515	10,000	10,000		6	
7												7	
8												8	
9												9	
10	502,385	194,183	604,500		Total Resources, except taxes to be levied				65,000	65,000	0	10	
11			0		Taxes estimated to be received				0	0	0	11	
12	0	0			Taxes collected in year levied							12	
13	502,385	194,183	604,500		TOTAL RESOURCES				65,000	65,000	0	13	
14					REQUIREMENTS **							14	
15	0	0	0		Org. Unit or Prog. & Activity	Object Classification	Detail					15	
16	310,000						9515 -Transfer OUT to GF Capital Outlay					16	
17												17	
18												18	
19												19	
20												20	
21												21	
22												22	
23												23	
24	192,385	194,183			Ending balance (prior years)							24	
25			604,500		UNAPPROPRIATED ENDING FUND BALANCE				65,000	65,000	0	25	
26	502,385	194,183	604,500		TOTAL REQUIREMENTS				65,000	65,000	0	26	

\*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

FORM  
LB-11

This fund is authorized and established by resolution / ordinance number  
2025 on (date) May 24, 2025 for the following specified purpose:

Apparatus Reserve

Apparatus Fund

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.  
Review Year: 2029

Western Lane Ambulance District  
(Name of Municipal Corporation)

	Historical Data			Account Number	DESCRIPTION RESOURCES AND REQUIREMENTS			New Account Number	Budget for Next Year 2025-26			
	Actual		Adopted Budget Year 2024-25						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24										
1					RESOURCES							1
2					Cash on hand * (cash basis), or				550,000	550,000		2
3												3
4					Previously levied taxes estimated to be received							4
5				4295	Interest			4420	500	500		5
6					Transferred IN, from other funds			4515	50,000	23,894		6
7												7
8												8
9												9
10	0	0	0		Total Resources, except taxes to be levied				600,500	574,394	0	10
11			0		Taxes estimated to be received				0	0	0	11
12	0	0			Taxes collected in year levied							12
13	0	0	0		TOTAL RESOURCES				600,500	574,394	0	13
14					REQUIREMENTS **							14
15	0	0	0		Org. Unit or Prog. & Activity	Object Classification	Detail					15
16					Operations	Capital Outlay	Ambulance	8100	250,000	250,000		16
17												17
18												18
19												19
20												20
21												21
22												22
23												23
24					Ending balance (prior years)							24
25					UNAPPROPRIATED ENDING FUND BALANCE				350,500	324,394	0	25
26	0	0	0		TOTAL REQUIREMENTS				600,500	574,394	0	26

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

\*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.



FORM  
LB-11

This fund is authorized and established by resolution / ordinance number  
2025 on (date) May 24, 2025 for the following specified purpose:

Apparatus Reserve

Building Fund

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.  
Review Year: 2029

Western Lane Ambulance District  
(Name of Municipal Corporation)

	Historical Data			Account Number	DESCRIPTION RESOURCES AND REQUIREMENTS			New Account Number	Budget for Next Year 2025-26			
	Actual		Adopted Budget Year 2024-25						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2022-23	First Preceding Year 2023-24										
1					RESOURCES							1
2					Cash on hand * (cash basis), or				0	0		2
3												3
4					Previously levied taxes estimated to be received							4
5				4295	Interest			4420	500	500		5
6					Transferred IN, from other funds			4515	50,000	50,000		6
7												7
8												8
9												9
10	0	0	0		Total Resources, except taxes to be levied				50,500	50,500	0	10
11			0		Taxes estimated to be received				0	0	0	11
12	0	0			Taxes collected in year levied							12
13	0	0	0		TOTAL RESOURCES				50,500	50,500	0	13
14					REQUIREMENTS **							14
15	0	0	0		Org. Unit or Prog. & Activity	Object Classification	Detail					15
16												16
17												17
18												18
19												19
20												20
21												21
22												22
23												23
24					Ending balance (prior years)							24
25					UNAPPROPRIATED ENDING FUND BALANCE				50,500	50,500	0	25
26	0	0	0		TOTAL REQUIREMENTS				50,500	50,500	0	26

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

\*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

FORM  
LB-11

This fund is authorized and established by resolution / ordinance number  
2024-05 on (date) May 23, 2024 for the following specified purpose:

LifeMed Fund

LifeMed Fund

Western Lane Ambulance District  
(Name of Municipal Corporation)

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.  
Review Year: 2029

	Historical Data			Account Number	DESCRIPTION RESOURCES AND REQUIREMENTS			New Account Number	Budget for Next Year 2025-26				
	Actual		Adopted Budget Year 2024-25						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2022-23	First Preceding Year 2023-24											
1					RESOURCES							1	
2	407,661	426,696	140,000		Cash on hand * (cash basis), or				108,200	108,200		2	
3					Working Capital (accrual basis)							3	
4					Previously levied taxes estimated to be received							4	
5	13	25		4609	Interest			4420	25	25		5	
6					Transferred IN, from other funds							6	
7	114,854	104,496	115,000	4601	LifeMed Subscriptions			4435	105,000	105,000		7	
8	26,173	17,000	25,000	4602	CPR Classes			4440	25,000	25,000		8	
9				4690	LifeMed Income & Refunds (4610 & 4690)							9	
10	548,516	548,217	280,000		Total Resources, except taxes to be levied				238,225	238,225	0	10	
11			0		Taxes estimated to be received				0	0	0	11	
12	0	0			Taxes collected in year levied							12	
13	548,516	548,217	280,000		TOTAL RESOURCES				238,225	238,225	0	13	
14					REQUIREMENTS **							14	
15	0	0	0		Org. Unit or Prog. & Activity	Object Classification	Detail					15	
16	4,847		5,000	6951	EMS: LifeMed	Materials & Services	Public & Regional Training	6107	5,000	5,000		16	
17	2,273	1,800	10,000	6952	EMS: LifeMed	Materials & Services	QRT Support & Training		10,000	5,000		17	
18	6,613	6,494	7,000	6953	EMS: LifeMed	Materials & Services	Promotion & Advertising	7130	7,000	7,000		18	
19	1,605	2,007	3,000	6957	EMS: LifeMed	Materials & Services	Bank & Merchant Fees	7101	3,000	3,000		19	
20	4,255	3,394	4,000	6958	EMS: LifeMed	Materials & Services	Postage & Printing	7125	4,000	4,000		20	
21	1,154	936	1,500	6959	EMS: LifeMed	Materials & Services	Supplies	7115	5,000	5,000		21	
22	1,073	1,621	1,000	6960	EMS: LifeMed	Materials & Services	Other Expenses		500	500		22	
23	185	20	300				Refunds	7135	300	300		23	
24	100,000		140,000		EMS: LifeMed	Transfer Out	To General Fund	9510	110,000	115,000		24	
25												25	
26												26	
27	426,696	531,946			Ending balance (prior years)							27	
28			108,200		UNAPPROPRIATED ENDING FUND BALANCE				93,425	93,425	0	28	
29	548,701	548,217	280,000		TOTAL REQUIREMENTS				238,225	238,225	0	29	

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the [Western Lane Ambulance District](#) will be held on [June 26, 2025 at 6:00pm at 2625 Highway 101, Florence, Oregon 97439](#). The purpose of this meeting is to discuss the budget for the fiscal year beginning [July 1, 2025](#) as approved by the [Western Lane Ambulance District Budget Committee](#). A summary of the budget is presented below. A copy of the budget may be inspected or obtained at [2625 Highway 101, Florence, Oregon 97439](#), between the hours of [8:00 a.m. and 5:00 p.m.](#) or online at [www.wlfea.org](#). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: [Trish Lutgen](#)

Telephone: [541-997-3212](#)

Email: [trish@wlfea.org](#)

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2023-24	Adopted Budget This Year 2024-25	Approved Budget Next Year 2025-26
Beginning Fund Balance/Net Working Capital	3,422,246	1,144,300	1,408,406
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	2,539,335	2,250,792	2,653,792
Federal, State and all Other Grants, Gifts, Allocations and Donations	50,000	82,080	52,000
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	0	240,000	198,894
All Other Resources Except Current Year Property Taxes	100,729	71,500	77,025
Current Year Property Taxes Estimated to be Received	1,820,341	1,853,861	1,938,960
Total Resources	7,932,650	5,642,533	6,329,077

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	1,510	0	0
Materials & Services	109,216	140,651	146,100
Capital Outlay	79,438	130,000	325,000
Debt Service	0	0	0
Interfund Transfers	0	240,000	198,894
Contingencies		73,450	50,000
Special Payments	6,181,973	4,195,732	4,925,764
Unappropriated Ending Balance and Reserved for Future Expenditure	1,560,513	862,700	683,319
Total Requirements	7,932,650	5,642,533	6,329,077

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program			
FTE for that unit or program			
Administration	112,408	159,630	171,300
FTE	0	0	0
Operations	61,485	20,000	20,000
FTE	0.00	0.00	0.00
Not Allocated to Organizational Unit or Program	7,758,757	5,462,903	6,137,777
FTE	0.00	0.00	0.00
Total Requirements	7,932,650	5,642,533	6,329,077
Total FTE	0.0	0.0	0.0

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

July 1, 2024 Western Lane Ambulance District moved to a modified cash basis of accounting.

**PROPERTY TAX LEVIES**

	Rate or Amount Imposed 2023-24	Rate or Amount Imposed This Year 2024-25	Rate or Amount Approved Next Year 2025-26
Permanent Rate Levy (rate limit .3198 per \$1,000)	.3198	.3198	.3198
Local Option Levy	.4500	.4500	.4500
Levy For General Obligation Bonds	0	0	\$0

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$0	
Other Bonds		
Other Borrowings		
<b>Total</b>	<b>\$0</b>	

\* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.



## WESTERN LANE AMBULANCE DISTRICT

### RESOLUTION 2025-02

#### A RESOLUTION DISSOLVING AND TRANSFERRING FUNDS FROM THE CAPITAL FUND TO THE APPARTUS FUND AND EQUIPMENT FUND

**WHEREAS**, Resolution 2015-16-07 established a Capital Equipment Fund for the purpose of paying for future capital equipment expenditures; and,

**WHEREAS**, Western Lane Ambulance capital fund is generic in purpose; and,

**WHEREAS**, Western Lane Ambulance Board of Directors want to reserve funds for equipment, apparatus, and building

**THEREFORE BE IT RESOLVED**, the Western Lane Ambulance Board of Directors are establishing the apparatus fund, building fund and equipment fund. In addition, the Board of Directors are dissolving the Capital Equipment Fund and dispersing the funds into the new accounts as follows:

	<u>CURRENT</u>	<u>TRANSFERS</u>	<u>FUND BALANCE</u>
Capital Reserve Fund	\$ 295979.09	(\$295,979.09)	\$ 0
Apparatus Fund	\$ 0	\$241479.09	\$241479.09
Building Fund	\$ 0	\$ 0	\$ 0
Equipment Fund	\$ 0	\$ 54,500	\$ 54,500
Total	\$ 295979.09	\$0	\$295979.09

Adopted on this 26th day of June 2025.

By: \_\_\_\_\_  
Cynthia Russell, President

Attest: \_\_\_\_\_  
Linda Stent, Secretary/Treasurer

**WESTERN LANE AMBULANCE DISTRICT**

**RESOLUTION NO. 2025-03**

**ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of Directors of the Western Lane Ambulance District hereby adopts the budget for fiscal year 2025-26 in the total amount of **\$6,329,077.\***

This budget is now on file at Western Lane Fire and EMS Authority office located at 2625 Highway 101, in Florence, OR. 97439.

**MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2025, for the following purposes:

**General Fund**

Administration	171,300
Operations	20,000

**Equipment Reserve Fund**

	0
<b>Total.....</b>	<b>0</b>

**Apparatus Fund**

Capital Outlay: Ambulance	250,000
<b>Total.....</b>	<b>\$250,000</b>

**Not Allocated to Organizational Unit or Program:**

Personnel Services	0
Special Payments	4,925,764
Transfers Out	83,894
Contingency	50,000
<b>Total.....</b>	<b>\$5,250,958</b>

**Building Fund**

	0
<b>Total.....</b>	<b>\$0</b>

**LifeMed Fund**

Materials & Services	29,800
Transfers Out	115,000
<b>Total.....</b>	<b>\$144,800</b>

<b>Total APPROPRIATIONS, All Funds . . .</b>	<b>\$5,645,758</b>
<b>Total Unappropriated and Reserve Amounts, All Funds . . .</b>	<b>683,319</b>
<b>TOTAL ADOPTED BUDGET . . .</b>	<b>\$6,329,077</b>

(\*amounts with asterisks must match)

**IMPOSING THE TAX**

BE IT RESOLVED that the Board of Directors of the Western Lane Ambulance District hereby imposes the taxes provided for in the FY2025-26 adopted budget:

- (1) At the rate of \$.3198 per \$1,000 of assessed value for permanent rate tax.

(2) At the rate of \$.4500 per \$1,000 of assessed value for the Local Option Levy

And that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

**CATEGORIZING THE TAX**

	<b>General Government</b>	<b>Excluded from Limitation</b>
Permanent Rate Tax	\$.3198 /\$1,000	
Local Option Levy	\$.4500 /\$1,000	

The above resolution statements were approved and declared adopted on this 26<sup>th</sup> day of June, 2025.

By: \_\_\_\_\_  
Cindy Russell, WLAD President

Attest: \_\_\_\_\_  
Linda Stent, WLAD Secretary/Treasurer

## WESTERN LANE AMBULANCE DISTRICT

### RESOLUTION NO. 2025-04

**Where as**, GASB 54, a ruling by the Government Accounting and Standards Board effective for the fiscal year ending June 30, 2025, requires fund balances to be reported in classifications that “comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.” The Western Lane Ambulance District wants to maintain a minimum general fund ending fund balance of five (5) months of general fund expenditures.

**Where as**, the ending balance for all funds must be designated per the following categories set forth by GASB 54:

- **Non-spendable** – Funds which cannot be spent.
- **Restricted** – Amounts subject to externally enforceable legal restrictions (imposed by grantors, contributors, governmental regulations, etc.)
- **Committed** – Amounts whose use is constrained by limitations that a government imposes upon itself.
- **Assigned** – Intended use of resources established by the governing body itself, or by an official or officers to which authority is delegated by the governing body.
- **Unassigned** – Available for any purpose. (Reported only in the General Fund.)

### Assignments

**Where as**, the authority to classify portions of ending fund balance as Assigned is hereby granted to the Fire and EMS Chief and Office Manager.

### Spending as it Relates to Ending Fund Balance Policy

**Where as**, the Board of Directors considers the spending of restricted fund balances on purposes for which such funds can be used to occur first when funds are spent for restricted and unrestricted purposes. When unrestricted classifications of fund balance are spent, the board will consider that committed amounts will be reduced first, followed by assigned amounts and then unassigned amounts.

**NOW THEREFORE** the Board of Directors for the Western Lane Ambulance District hereby makes the following designations of 2024-25 ending fund balances and revenues for specific uses in 2025-26:

1. **Committed Fund Balances** – The ending balance of each of the following funds is “**Committed**” in accordance with the purposes stated for each fund in FY 2025-26 adopted budget:
  - Apparatus Fund
  - Building Fund



- Equipment Fund
- LifeMed Fund

2. **Restricted Fund Balances** –

- No restricted Fund Balances at this time

ADOPTED by the Western Lane Ambulance District Board of Directors this 26<sup>th</sup> day of June 2026.

By: \_\_\_\_\_  
Cindy Russell, WLAD President

Attest: \_\_\_\_\_  
Linda Stent, WLAD Secretary/Treasurer

**Western Lane Ambulance District**  
**Siuslaw Valley Fire and Rescue**  
**Western Lane Fire and EMS Authority**  
2625 Highway 101 North, Florence, OR 97439  
**Joint Board Meeting Minutes, May 22, 2025, 6:00 p.m.**  
The Zoom recording will be on the WLFEA Website.

**SVFR & WLFEA BOARD MEMBERS PRESENT:**

Director Laurie Heppel, Director Jim Palisi and Director David Carrillo

**Not Present** Director Tim Mendolia and Director Keith Stanton

**WLAD & WLFEA BOARD MEMBERS PRESENT:**

Director Cindy Russell, Director Mike Webb, Director Vanessa Buss, Director Adam Holbrook, and Director Linda Stent

**STAFF PRESENT:**

Fire and EMS Chief Michael Schick, Office Manager Trish Lutgen, Deputy Chief Rob Chance, and Recording Secretary Mary Dimon

**Chief Schick called the meeting to order at 6:00 p.m. The flag salute was completed, and a roll call established quorums for SVFR, WLAD, and WLFEA.**

**I. SVFR & WLFEA FY2025-26 Budgets**

1. Open Public Hearing opened at 6:02 p.m.
  2. Hear Public Comments None
  3. Close Public Hearing closed at 6:04 p.m.
- a) SVFR Action Item: Resolution 2025-04 Adopting the Budget  
**Director Carrillo made a motion to approve Resolution 2025-04 Adopting the Budget. Second by Director Palisi Roll call vote made; SVFR Director's: Director Palisi, Director Carrillo, and Director Heppel, voted Aye. the motion passed.**
- b) SVFR Action Item: Resolution 2025-05 Establishing Fund Balances  
**Director Carrillo made a motion to approve Resolution 2025-05 Establishing Fund Balances. Second by Director Palisi Roll call vote made; SVFR Director's: Director Palisi, Director Carrillo, and Director Heppel, voted Aye. the motion passed.**
- c) WLFEA Action Item: Resolution 2025-04 Budget Adoption  
**Director Webb made a motion to approve Resolution 2025-04 Budget Adoption. Second by Director Russell Roll call vote made; WLFEA Director's: Director Webb, Director Russell, Director Buss, Director Stent, Director Holbrook, Director Palisi, Director Carrillo, and Director Heppel voted Aye. the motion passed.**

- d) WLFEA Action Item: Resolution 2025-05 Establishing Fund Balances  
**Director Buss made a motion to approve Resolution 2025-04 Budget Adoption. Second by Director Palisi Roll call vote made; WLFEA Director's: Director Webb, Director Russell, Director Buss, Director Stent, Director Holbrook, Director Palisi, Director Carrillo, and Director Heppel voted Aye. the motion passed.**

**PUBLIC COMMENT:** None

**CONSENT AGENDA:**

**Meeting Minutes:** Regular Meeting March 27 and April 24, 2025.

**Staff Reports**

**Correspondence**

**REVIEW OF FINANCIALS – WLAD, SVFR, WLFEA:**

Office Manager Trish Lutgen reports that the auditors are scheduled and will be on site October 20<sup>th</sup> through the 22<sup>nd</sup>. The preliminary audit work has started and items have been sent to the auditors. We are in the process of moving over to the new financial software. We received the new credit card rebate for the 1<sup>st</sup> quarter. Director Webb asked if we are noticing a reimbursement rate that is different from what we have seen before? Are we seeing a decline? Director Buss if there was an opportunity to collect more revenue from the non-reimbursement or what that is attached to. Chief feels our reimbursements have gone up every year and explains that we are low anyways with a high Medicare population. Director Webb suggests a breakdown on how the money is received. How much is non reimbursable and how much is written off. Director Buss would like System designs reports explained to help educate her.

**OLD BUSINESS:**

1. SVFR Resolution 2025-02: Supplemental Budget Dues and Fees (Elevator & Radio)  
**Director Palisi made a motion to approve Resolution 2025-02: Supplemental Budget Dues and Fees (Elevator & Radio)**  
**Second by Director Carrillo Roll call vote made Director Palisi, Director Carrillo, and Director Heppel, voted Aye. the motion passed.**
2. SVFR Resolution 2025-03: Surplus Type VI Brush Truck  
  
**Director Palisi made a motion to approve Resolution 2025-03: Surplus Type VI Brush Truck**  
**Second by Director Carrillo Roll call vote made Director Palisi, Director Carrillo, and Director Heppel, voted Aye. the motion passed.**
3. WLFEA IT Managed Services RFP  
  
**Staff requested board representation for the IT Managed services RFP selection process.**  
**Director Palisi and Director Webb delegated Director Stanton as the board representative.**
4. Bank Accounts: Update Signers Lutgen explained that we needed to update our signers on the OPB bank accounts  
  
**A. SVFR Director Carrillo made a motion to approve removing all current signers and adding Director Palisi, Director Carrillo, Director Stanton, Director Heppel, Chief Michael Schick and**

Deputy Chief Rob Chance as new signers to the OPB bank accounts, Second by Director Palisi Roll call vote made; Director Palisi, Director Carrillo, and Director Heppel, voted Aye. the motion passed.

**B. WLAD Director Russell made a motion to approve removing all current signers and adding Director Russell, Director Buss, Director Webb, Director Holbrook, Director Stent, Chief Michael Schick and Deputy Chief Rob Chance as new signers to the OPB bank accounts, Second by Director Buss Roll call vote made; Director Russell, Director Buss, and Director Webb, Director Holbrook and Director Stent voted Aye. the motion passed.**

**C. WLFEA Director Holbrook made a motion to approve removing all current signers and adding Director Russell, Director Buss, Director Webb, Director Stent, Director Holbrook, Director Palisi, Director Carrillo, Director Stanton, Director Heppel, Chief Michael Schick and Deputy Chief Rob Chance as new signers to the OPB bank accounts, Second by Director Russell Roll call vote made WLFEA Director's: Director Webb, Director Russell, Director Buss, Director Stent, Director Holbrook, Director Palisi, Director Carrillo, and Director Heppel voted Aye. the motion passed.**

5. Policies from March 27 and April 24, 2025: all policies were approved and Policy 335 Adopted

- a) 400 – Fire Inspections
- b) 401 – Permits
- c) 402 – Fire Investigations
- d) 403 – Code Enforcement
- e) 404 – Alternative Materials and Methods Requests
- f) 405 – Community Fire Station Visitation Program
- g) 406 – Hazardous Materials Disclosures
- h) 407 – Maximum Occupancy - Overcrowding
- i) 408 – Juvenile Firesetter Referrals
- j) 409 – Fire Watch Services
- k) 410 – Fireworks Displays
- l) 335 – Cost Recovery:

**Director Webb made a motion to Adopt New Policy 335 Cost Recovery, Second by Director Palisi Roll call vote made; WLFEA Director's: Director Webb, Director Russell, Director Buss, Director Stent, Director Holbrook, Director Palisi, Director Carrillo, and Director Heppel voted Aye. the motion passed.**

#### **NEW BUSINESS:**

1. West Lane Emergency Operations Group (WLEOG): Chief explained to the group that we have been a member of WLEOG for many years and explained the who are the main members of the WLEOG group. The main goal of WLEOG right now is to maintain the tsunami siren. Chief also told the directors that SVFR and WLAD provide 40% of the WLEOG budget, and we also provide personnel services. Chief is asking for feedback on what is the best use of our time. Chief feels what we really need is a West Lane Emergency Manager. Chief would also like to see WLEOG getting the groups together and preparing and doing exercises related to emergencies.
2. Policies for Review:
  - a) 500 – Patient Care Reports

- b) 501- Medical Supplies
- c) 502 – Patient Refusal of Pre-Hospital Care
- d) 503 – Controlled Substance **Accountability Director Stent brought to the attention that there is a typo in this policy, this was noted and will be corrected.**
- e) 506 – Advance Health Care Directives
- f) 507 – Latex Sensitivity

**DIRECTOR COMMENTS:**

**FUTURE BUSINESS:**

The next Regular Joint Board Meeting is scheduled for June 26, 2025, at 6:00 p.m.

**Executive Session:** Per ORS 192.660(2)(d) to conduct deliberations with persons you have designated to carry on labor negotiations. The board entered executive session at 6:45. Executive session ended at 7:13 and did not return to regular meeting.

**The Regular meeting adjourned at 6:35 p.m.**

Respectfully submitted,  
Mary Dimon, Recording Secretary



## Memorandum

To: WLFEA Board of Directors

From: Fire and EMS Chief Michael Schick

CC: Trish Lutgen, Dep. Chief Chance

RE: Chief's Board Report June 26, 2025

### 1. Labor negotiations

The WLFEA and Union negotiating teams have reached a tentative agreement. The proposed collective bargaining agreement will be presented to WLFEA board members at the June 26, 2025 board meeting for discussion and ratification.

### 2. Community Wildland Protection Plan (CWPP)

Chief Schick is participating along with other Lane County agencies in the update of the CWPP. The goals of a CWPP is to perform a risk assessment for wildfire danger in Lane County, identify evacuation plans, and provide educational opportunities for risk reduction.

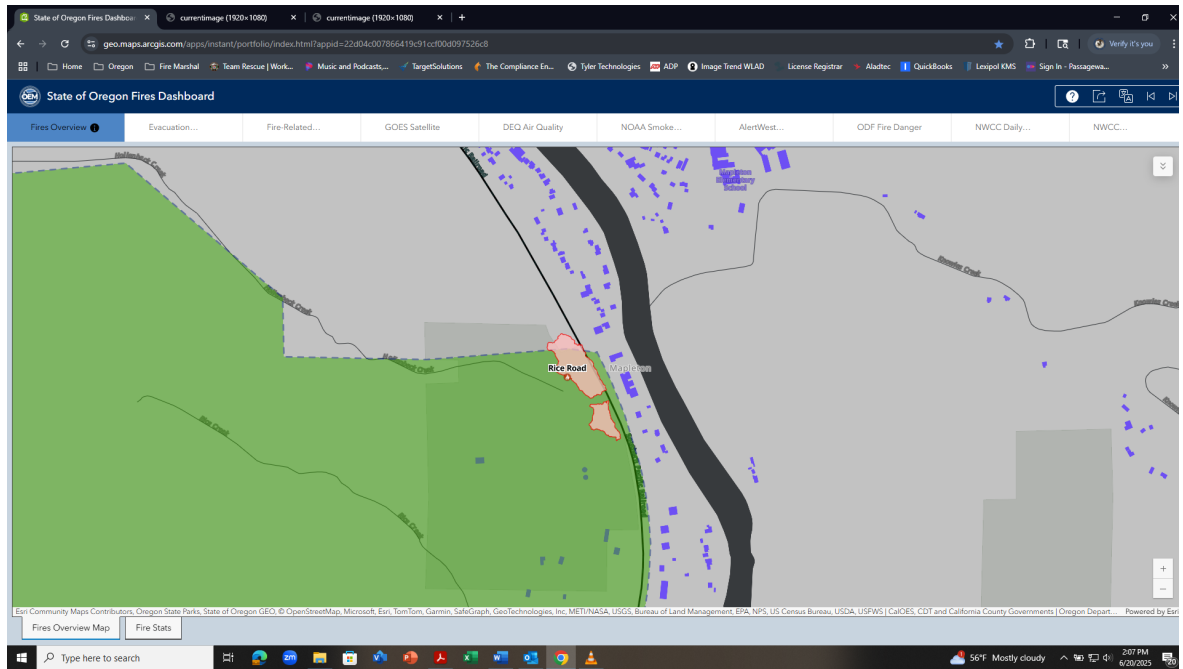
### 3. Conflag deployments

We sent an Engine with three personnel to the Upper Applegate fire on the 18<sup>th</sup>. This fire, just SW of Medford was discovered mid-day on the 18<sup>th</sup> and resources were requested immediately. Our personnel were released on the 19<sup>th</sup> and were back in Lane County late Thursday evening. The State is being very proactive in deploying or prepositioning resources which means we could see more quick deployments followed by early releases.

#### 4. Rice Road Fire

WLFEA responded along with Swisshome/Deadwood to assist Mapleton FD with a wildland fire along 126 near the 126/36 intersection on Thursday, June 19<sup>th</sup>. The fire was located along the north side of 126 and was slowly creeping to the west and north. Our initial response was a Type 6 engine with four personnel. Following a request from the Mapleton Fire Chief, a WLFEA Chief officer responded. A WLFEA tender was requested later on during the incident. LCSO called for a Level 3 evacuation immediately after discovery of the fire. The terrain was extremely steep and there were no access roads near the fire which prevented any direct attack by units on scene. ODF and USFS units were requested and ODF assumed command of the fire. A helicopter was requested and arrived approximately 3.5 hours after the fire started. Size of the fire was estimated to be 4.6 acres. Early indications are that the fire was human caused.









## Western Lane Fire and EMS Authority

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### Memorandum

**To:** WLFEA Board of Directors, Chief Schick  
**From:** Deputy Chief Rob Chance  
**CC:** Trish Lutgen  
**RE:** Staff Reports June 2025

#### Call Breakdown: April

Incident Type Category: 1 Fire	17
Incident Type Category: 3 Rescue and EMS Incident	398
Incident Type Category: 4 Hazardous Conditions (no fire)	4
Incident Type Category: 5 Service Call	8
Incident Type Category: 6 Good Intent Call	22
Incident Type Category: 7 False Alarm	10
Incident Type Category: 9 Special Incident	0
<b>Total</b>	<b>459</b>

Dustin, Justin, and Caroline attended the Rural Trauma Team Development course at Peace Harbor on 6/16. The course was instructed by Legacy Emanuel's trauma team including their medical director, trauma PA's, and multiple trauma nurses.

All operations personnel have been relicensed with the Oregon Health Authority along with annual transport licenses. The next relicense for staff will be in 2027.

The monthly CPR class had 14 students on 9/14. Rob also certified two PA's and one physician in BLS, PALS, and ACLS on 5/27.

Rob submitted a public comment during the Mapleton School District Board meeting on 6/18 regarding a resident that has previously approached crews utilizing the designated landing zone at the high school. Their Board voted unanimously to trespass the individual and his wife indefinitely. Rob will work with their superintendent to create a MOU regarding the use of the landing zone at the high school.

Andy was also able to set up a meeting to utilize Davidson's property on 126 as a landing zone. We are working on a formal agreement and release of liability.

WLFEA had its first wildland mobilization on 6/18. This was an Immediate Response request opposed to a declared conflagration due to the rapid growth of the Upper Applegate Fire in Josephine County. Rob, Blair, and Ali responded in a Type 3 engine with Mohawk Valley Fire, Lane Fire Authority, Mckenzie Fire and Rescue, and Eugene Springfield Fire making up Task Force 17. TF17 was assigned to structural protection immediately upon arrival as backburning was being conducted and worked through the night. Additional hand crews and air support were ordered the next day and TF17 was demobilized at 1600 on 6/19.



### Mobile Integrated Healthcare

Hello All,

Here are the May visit numbers, again increased from last year. The first table below breaks down the 38 visits by referral source, and the second table breaks them out by visit type.

The last table is last May's numbers for comparison.

Notable points this month:

- No visits based on ED referrals. There were referrals, just no patients who agreed to a visit.
- Almost a quarter of the totals visits this month were to a single patient, referred by the hospital in mid April. (3 MIH-type visits, and 6 phone calls/quick visits) This patient has currently been out of the hospital 49 days with no ED visits since their discharge, which I think is longer than anytime in the last year! The last time I interacted with this patient after a hospital stay I was able to keep them out of the hospital for exactly 31 days.

I have continued to support this patient through the process of applying for long-term care benefits and while they may not agree to give up control of their income at this point, the patient is allowing the process to continue for the moment.

I have visited this patient once so far in June, and I expect there will be a phone call to a family member plus just one more visit unless the patient moves forward on the benefits application/Income Cap Trust (giving up financial control of their income). I would continue to provide assistance if the patient is moving forward to getting permanent support.

Of the MIH-type visits, 8 were initial visits and 10 were follow-ups.

Years	2025	
Visit date	May	
	Number of Visits	% of total Visits
Hospital	18	47%
PCP	10	26%
PCinHome	4	11%
EMS	4	11%
Community Member	1	3%
OtherClinical	1	3%
Grand Total	38	100%

Years	2025	▼
Visit date	May	▼

Number of Visits	
MIH	18
Phleb/Lab	4
Quick	6
Phone Call	10
<b>Grand Total</b>	<b>38</b>

Hospital = Discharge Coordinator or Hospitalist  
 ED = Emergency Dept  
 EMS = EMS  
 PCinHome = Primary Care in Home  
 PCP = Primary Care Provider

Years	2024	▼
Visit date	May	▼

Referral	Visits	Percent
ED	8	29.6%
Hospital	7	25.9%
EMS	6	22.2%
Community Member	3	11.1%
HH	2	7.4%
PCP	1	3.7%
<b>Grand Total</b>	<b>27</b>	<b>100.0%</b>

Please let me know if there are any questions!

v/r,  
 Wendy Sullivan  
 Certified Community Paramedic  
 Mobile Integrated Healthcare (MIH) Paramedic  
 Western Lane Fire & EMS  
 Office: 541-997-3212  
 Cell: 541-232-8864

# **Operations – Logistics**

## **May**

- Rhododendron Festival Events
  - Rhody Run
  - Car Show
  - Junior Parade
  - Car Cruise
  - Grand Floral Parade
- Met with vendor for new phone system
- Two Type 6 Brush Trucks were sold to Sumner and Millington Fire Departments
- Kenwood portable radios programmed and placed in service

### **Apparatus**

- R-667: Rear doors fitted
- M-612: Radio repair
- C-602: Oil Change
- BR-654: Pump panel repair
- E-622: Troubleshooting, electrical repair, new tires
- M-613: Oil Change
- WT-635: Pump troubleshooting
- WLCR-3: Backup camera installed

### **Equipment**

- Chainsaw repair

### **Facilities**

- Station 1
  - Bay 1 replacement door panel installed
  - Apparatus Bay LED light upgrade
- Station 2: Washer Repair, Internet repair

Report submitted by:

Andy Gray

Division Chief



**WLFEA**

## Western Lane Crisis Response

2625 Highway 101 North  
Florence, OR 97439-9702  
(541) 997-3212

June 2025

### Western Lane Crisis Response (WLCR) Manager's Board Report

Prepared by Melissa House, QMHA-I

#### General STATS for the month of May

Total of **65** calls of those **18** were phone contacts

Average amount of time spent per call: **1.4** hours

WLCR prevented **26** individuals from being arrested or seen in the hospital

**1** individual was taken to Peace Harbor Hospital

The Justice Department requested WLCR **7** times and the Hospital Requested WLCR **7** times/Clinic **1**

**12** Mental Health calls

**8** Suicidal Ideations

**12** Homelessness

**0** Family Disputes

**3** Welfare Checks

**5** Acute Trauma/Sudden Death

**6** Drug/Alcohol

**0** Structure Fire

**6** Cancelled Enroute

**7** Needing Resources

**6** Other calls

**0** Youth

**3** Veteran

**31** Medicaid

#### Program Update:

Western Lane Crisis Response (WLCR) is fully staffed and continues to respond to calls 24/7/365, with two qualified team members available at all times. To further strengthen our support, we've recently expanded in-office coverage by increasing hours for two of our part-time team members, Tami and Amanda.

WLCR also participated in the Rhody Day Parade for the first time and received overwhelmingly positive feedback from community members. We handed out candy and Abby's Pizza coupons featuring our program information on the back—an engaging way to raise awareness and connect with the community.

Donna, our Youth Client Advocate, has officially relocated her office to Station 2 and is available Monday through Friday from 9:00 a.m. to 5:00 p.m., unless she is in the field working with clients or participating in community outreach. With school out for the summer, Donna will be spending time at the Boys and Girls Club, the public library, and Mapleton School to support youth programming and continuing engaging in meaningful relationships with young people.

**SAMHSA:** N/A

**HRSA:** We have still not heard any updates on the HRSA Implementation Grant. Notice of Award was expected last month.

**Request WLCR by calling the non-emergency dispatch number at 541.997.3515 and asking for MCR or WLCR.**



I can't thank you wonderful,  
kind, sensitive, knowledgeable and  
gentle men enough. February of  
2024 you came to my home,  
addressed my problem, and  
answered my call for help  
(that evening (after I'd said -  
no-go today" on the morning)  
you never once said (I've told  
you so) I hope everyone in  
France and beyond who receives  
your help knows they are  
getting medical care equal to  
that provided anywhere on  
earth,

Please take good  
care of yourself.  
Elizabeth (Lisa)  
Reed





**Balance Sheet**  
**For Period Ending 5/31/2025**

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**Book Value**  
**May 2025**  
**Actual**

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**Assets**

**Current Assets**

**Cash**

Capital Replace Savings 7216	508,558.54
Capital Replace Savings 7224	468,770.67
Checking	1,279.90
LGIP	1,115,248.97
Money Market	26,351.59
PERS UAL 6512	153,286.88

**Other Current Assets**

Cash with County	7,242.00
Prepaid Expenses	22,720.50
Property Tax Receivable	110,393.27

**Total Current Assets** **\$2,413,852.32**

**Total Assets** **\$2,413,852.32**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

Accounts Payable	23.00
Deferred Revenue	95,990.43

**Total Current Liabilities** **\$96,013.43**

**Total Liabilities** **\$96,013.43**

**Fund Balance**

**Accumulated Surplus (Deficit)**

Investment in Capital	974,580.83
Retained Earnings	1,343,258.06

**Total Fund Balance** **\$2,317,838.89**

**Total Liabilities and Equity** **\$2,413,852.32**

# General Fund

## Statement of Revenue and Expenditures

	Current Period Jul 2024 May 2025 Actual	Annual Budget Jan 2024 Dec 2024	Jan 2024 Dec 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
<b>Fee for Service</b>			
OR Dept of Forestry	500.00		0.00%
Three Rivers Casino	61,688.76	61,689.00	100.00%
<b>Total Fee for Service</b>	<b>\$62,188.76</b>	<b>\$61,689.00</b>	
<b>Grant Income</b>			
Grant Income	308.31		0.00%
<b>Total Grant Income</b>	<b>\$308.31</b>		
<b>Other Income</b>			
Interest	75,368.19	40,000.00	188.42%
Miscellaneous Income	4,711.00		0.00%
Office Fees	0.00	1,000.00	0.00%
Reimbursements and Refunds	602.87	1,000.00	60.29%
Unapplied Cash - Bill Payment	23.00		0.00%
<b>Total Other Income</b>	<b>\$80,705.06</b>	<b>\$42,000.00</b>	
<b>Tax Income</b>			
Douglas County Tax Revenue	4,367.75	4,388.00	99.54%
Lane County Tax Revenue	3,169,553.85	3,185,114.00	99.51%
Other County Tax Revenue	3,278.26		0.00%
Prior Tax Years	37,393.20	30,000.00	124.64%
<b>Total Tax Income</b>	<b>\$3,214,593.06</b>	<b>\$3,219,502.00</b>	
<b>Revenue</b>	<b>\$3,357,795.19</b>	<b>\$3,323,191.00</b>	
<b>Gross Profit</b>	<b>\$3,357,795.19</b>	<b>\$3,323,191.00</b>	
<b>Expenses</b>			
<b>Administrative Expenses</b>			
Administrative & Bank Fees	202.12	700.00	28.87%
Membership Dues	180.24		0.00%
<b>Total Administrative Expenses</b>	<b>\$382.36</b>	<b>\$700.00</b>	
<b>Capital Outlay</b>			
Furniture	1,349.93	5,000.00	27.00%
Technology/Computers	7,715.00	10,000.00	77.15%
<b>Total Capital Outlay</b>	<b>\$9,064.93</b>	<b>\$15,000.00</b>	
<b>Insurance</b>			
Property & Liability	51,627.00	52,000.00	99.28%
<b>Total Insurance</b>	<b>\$51,627.00</b>	<b>\$52,000.00</b>	
<b>Non Allocated</b>			
Operating Contingency	0.00	97,000.00	0.00%
PERS UAL	0.00	150,550.00	0.00%
Transfer Out	2,573,000.00	3,015,388.00	85.33%
Transfer to Apparatus Fund	0.00	50,000.00	0.00%
Transfer to Equipment Fund	0.00	50,000.00	0.00%
Transfer to Property Fund	0.00	132,000.00	0.00%
<b>Total Non Allocated</b>	<b>\$2,573,000.00</b>	<b>\$3,494,938.00</b>	
<b>Professional Services</b>			
Audit	10,850.00	10,750.00	100.93%
<b>Total Professional Services</b>	<b>\$10,850.00</b>	<b>\$10,750.00</b>	
<b>Expenses</b>	<b>\$2,644,924.29</b>	<b>\$3,573,388.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$712,870.90</b>	<b>(\$250,197.00)</b>	
<b>Net Change in Fund Balance</b>	<b>\$712,870.90</b>	<b>(\$250,197.00)</b>	

General Fund

Statement of Revenue and Expenditures

	Current Period Jul 2024 May 2025 Actual	Annual Budget Jan 2024 Dec 2024	Jan 2024 Dec 2024 Percent of Budget
<b>Fund Balances</b>			
Beginning Fund Balance	0.00		0.00%
Net Change in Fund Balance	712,870.90	(250,197.00)	0.00%
Ending Fund Balance	1,341,416.61		0.00%

Report Options  
Fund: General Fund  
Period: 7/1/2024 to 5/31/2025  
Detail Level: Level 1 Accounts  
Display Account Categories: Yes  
Display Subtotals: Yes  
Revenue Reporting Method: Budget - Actual  
Expense Reporting Method: Budget - Actual  
Budget: General Fund

Equipment Fund  
Statement of Revenue and Expenditures

		Current Period	Annual Budget	Jan 2024
		Jul 2024	Jan 2024	Dec 2024
		May 2025	Dec 2024	Percent of
		Actual		Budget
Revenue & Expenditures				
Revenue				
Other Income				
Interest		6,830.11	5,000.00	136.60%
Total Other Income		\$6,830.11	\$5,000.00	
Transfers In				
Transfers		0.00	50,000.00	0.00%
Total Transfers In		\$0.00	\$50,000.00	
Revenue		\$6,830.11	\$55,000.00	
Gross Profit		\$6,830.11	\$55,000.00	
Expenses				
Capital Outlay				
Turnouts and SCBAs		0.00	450,000.00	0.00%
Total Capital Outlay		\$0.00	\$450,000.00	
Expenses		\$0.00	\$450,000.00	
Revenue Less Expenditures		\$6,830.11	(\$395,000.00)	
Net Change in Fund Balance		\$6,830.11	(\$395,000.00)	
Fund Balances				
Beginning Fund Balance		0.00		0.00%
Net Change in Fund Balance		6,830.11	(395,000.00)	0.00%
Ending Fund Balance		508,036.58		0.00%

Report Options  
Fund: Equipment Fund  
Period: 7/1/2024 to 5/31/2025  
Detail Level: Level 1 Accounts  
Display Account Categories: Yes  
Display Subtotals: Yes  
Revenue Reporting Method: Budget - Actual  
Expense Reporting Method: Budget - Actual  
Budget: Equipment Budget

Property & Facilities Fund  
Statement of Revenue and Expenditures

		Current Period	Annual Budget	Jan 2024
		Jul 2024	Jan 2024	Dec 2024
		May 2025	Dec 2024	Percent of
		Actual		Budget
<b>Revenue &amp; Expenditures</b>				
<b>Revenue</b>				
<b>Other Income</b>				
Interest		2,371.95	5,000.00	47.44%
<b>Total Other Income</b>		<b>\$2,371.95</b>	<b>\$5,000.00</b>	
<b>Transfers In</b>				
Transfers		0.00	132,000.00	0.00%
<b>Total Transfers In</b>		<b>\$0.00</b>	<b>\$132,000.00</b>	
<b>Revenue</b>		<b>\$2,371.95</b>	<b>\$137,000.00</b>	
<b>Gross Profit</b>		<b>\$2,371.95</b>	<b>\$137,000.00</b>	
<b>Revenue Less Expenditures</b>		<b>\$2,371.95</b>	<b>\$137,000.00</b>	
<b>Net Change in Fund Balance</b>		<b>\$2,371.95</b>	<b>\$137,000.00</b>	
<b>Fund Balances</b>				
Beginning Fund Balance		0.00		0.00%
Net Change in Fund Balance		2,371.95	137,000.00	0.00%
Ending Fund Balance		468,385.70		0.00%

Apparatus Fund  
Statement of Revenue and Expenditures

		Current Period	Annual Budget	Jan 2024
		Jul 2024	Jan 2024	Dec 2024
		May 2025	Dec 2024	Percent of
		Actual		Budget
<b>Revenue &amp; Expenditures</b>				
<b>Revenue</b>				
<b>Transfers In</b>				
Transfers		0.00	50,000.00	0.00%
<b>Total Transfers In</b>		<b>\$0.00</b>	<b>\$50,000.00</b>	
<b>Revenue</b>		<b>\$0.00</b>	<b>\$50,000.00</b>	
<b>Gross Profit</b>		<b>\$0.00</b>	<b>\$50,000.00</b>	
<b>Revenue Less Expenditures</b>		<b>\$0.00</b>	<b>\$50,000.00</b>	
<b>Net Change in Fund Balance</b>		<b>\$0.00</b>	<b>\$50,000.00</b>	
<b>Fund Balances</b>				
Beginning Fund Balance		0.00		0.00%
Net Change in Fund Balance		0.00	50,000.00	0.00%
Ending Fund Balance		0.00		0.00%

Report Options  
Fund: Apparatus Fund  
Period: 7/1/2024 to 5/31/2025  
Detail Level: Level 1 Accounts  
Display Account Categories: Yes  
Display Subtotals: Yes  
Revenue Reporting Method: Budget - Actual  
Expense Reporting Method: Budget - Actual  
Budget: Apparatus Budget

Western Lane Ambulance District

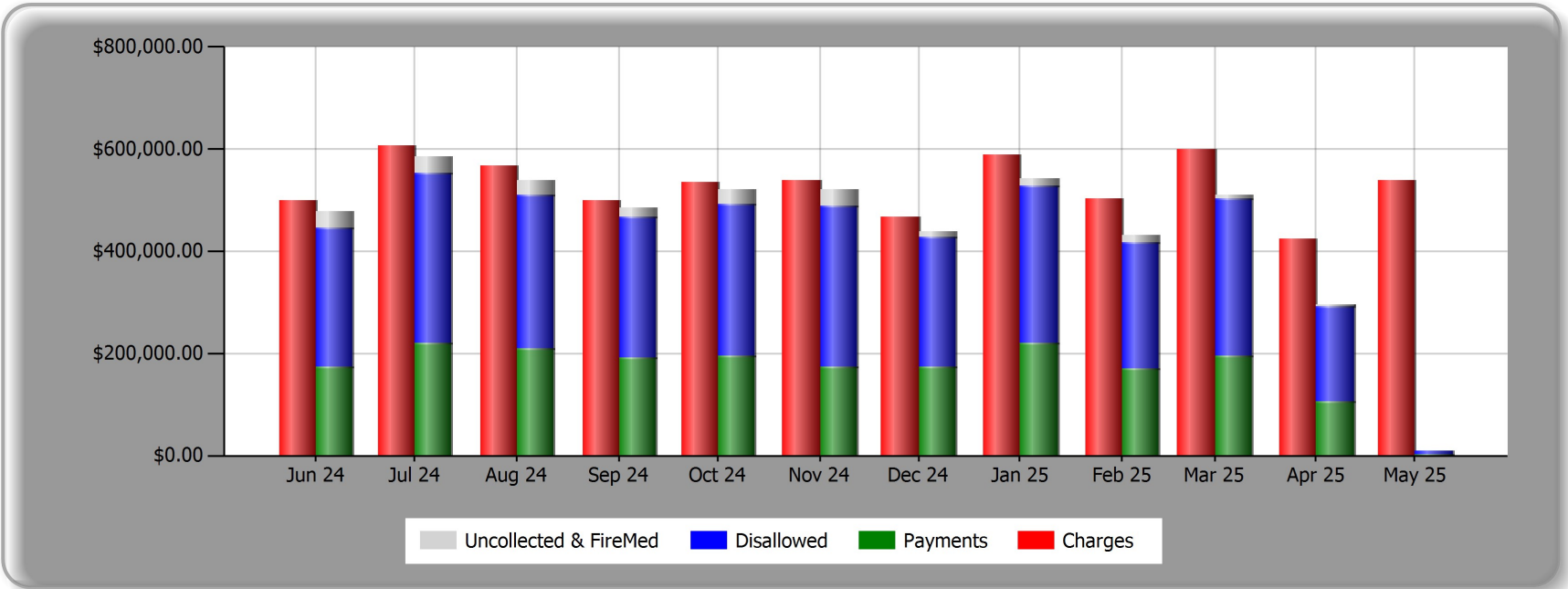
ANNUAL COLLECTION STATISTICS

Company	Western Lane Ambulance District
Date Of Service	6/1/2024
Date Of Service	5/31/2025
Invoices	0

Month	Tickets	Charges	Payments	%	FireMed	%	Disallowed	%	Uncollected	%	Pending	%
Jun 24	249	500,961.64	-173,466.49	35 %	-12,409.34	2 %	-271,747.62	54 %	-21,370.22	4 %	21,967.97	4 %
Jul 24	294	605,209.20	-221,843.32	37 %	-10,214.90	2 %	-329,951.31	55 %	-23,719.64	4 %	19,480.03	3 %
Aug 24	275	566,658.28	-210,602.90	37 %	-7,370.89	1 %	-300,545.20	53 %	-19,231.68	3 %	28,907.61	5 %
Sep 24	239	500,923.40	-190,588.86	38 %	-9,114.31	2 %	-278,354.77	56 %	-8,633.63	2 %	14,231.83	3 %
Oct 24	263	535,425.08	-196,230.61	37 %	-7,388.34	1 %	-295,375.78	55 %	-23,312.03	4 %	13,118.32	2 %
Nov 24	262	540,238.34	-173,335.60	32 %	-7,540.37	1 %	-316,369.43	59 %	-22,707.85	4 %	20,285.09	4 %
Dec 24	259	468,952.98	-172,317.14	37 %	-6,482.02	1 %	-255,831.07	55 %	-3,536.05	1 %	30,786.70	7 %
Jan 25	301	588,506.41	-219,243.02	37 %	-9,330.50	2 %	-309,321.45	53 %	-2,778.41	0 %	47,833.03	8 %
Feb 25	250	501,432.64	-168,371.08	34 %	-13,523.95	3 %	-247,579.45	49 %	-952.94	0 %	71,005.22	14 %
Mar 25	304	601,353.68	-194,026.11	32 %	-8,212.96	1 %	-309,201.57	51 %	-484.56	0 %	89,428.48	15 %
Apr 25	211	424,496.76	-106,621.61	25 %	-700.00	0 %	-187,756.26	44 %	0.00	0 %	129,418.89	30 %
May 25	284	539,902.60	-2,686.73	0 %	0.00	0 %	-8,131.10	2 %	0.00	0 %	529,084.77	98 %

3,191      6,374,061.01      -2,029,333.47      -92,287.58      -3,110,165.01      -126,727.01      1,015,547.94

All amounts shown relate directly to each month's charges. They will not reconcile to monthly deposit reports



**Western Lane Ambulance District  
MONTH END SUMMARY**

Company Code	Western Lane Ambulance District
Transaction Date	5/1/2025
Transaction Date	5/31/2025

<b>Balance Forward</b>	<b>1,164,489.24</b>
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<b>Charges by Level of Service</b>	<b>539,902.60</b>
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Batch #	ALS 1 E	ALS 1 NE	ALS 2	BLS E	BLS NE	SCT	Total
FEB25					0.00		0.00
MAY25	237,089.12	72,128.36	43,650.48	137,725.68	35,953.44	13,355.52	539,902.60
<b>Total</b>	237,089.12	72,128.36	43,650.48	137,725.68	35,953.44	13,355.52	<b>539,902.60</b>

<b>Payments - ALL</b>	<b>-175,850.12</b>
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<b>Payments - EFT</b>
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<u>Trans Date</u>	<u>Payer</u>	<u>Ref #</u>	<u>Amount</u>
5/1/2025	XO Trillium Community Health Plan	0900247853	-226.74
5/1/2025	Umpqua Health Alliance	159504	-144.91
5/1/2025	XO Mailhandlers	825118000324444	-117.45
5/1/2025	Atrio Health MedAdv	90008641	-1,776.94
5/1/2025	UHC West/Secure Horizons	T2142797	-1,846.64
5/2/2025	VA Regional Payment Center	0472667	-2,238.28
5/2/2025	XO AARP Medicare Supplemental	11244338225	-134.78
5/2/2025	MODA	25122B1000034642	-3,358.79
5/2/2025	XO Tricare for Life	2512942326	-276.76
5/2/2025	XO Tricare for Life	2512993805	-120.22
5/2/2025	UHC West/Secure Horizons	T2214118	-5,181.88
5/4/2025	Pacific Source MedAdvantage	25124B1000022774	-406.60
5/4/2025	XO Pacific Source Community Solutions	25124B1000105784	-579.64
5/5/2025	BCBS OR Blue Card MedAdv	0155718964	-10,520.96
5/5/2025	Intercommunity Health Network	36494001	-732.04
5/5/2025	UHC West/Secure Horizons	T2274963	-1,959.58
5/6/2025	BCBS OR Blue Card MedAdv	0155727562	-462.83
5/6/2025	XO Tricare for Life	2513107714	-135.61
5/6/2025	Oregon Medicaid	600325621	-153.71



**Western Lane Ambulance District  
MONTH END SUMMARY**

5/6/2025	Medicare B Oregon	895423732	-296.30
5/6/2025	UHC West/Secure Horizons	T2343838	-1,054.48
5/7/2025	XO AARP Medicare Supplemental	11246665289	-145.42
5/7/2025	UHC West/Secure Horizons	T2415620	-2,324.24
5/8/2025	XO AARP Medicare Supplemental	11247352743	-335.08
5/8/2025	XO Aetna	825125000461903	-164.63
5/9/2025	XO AARP Medicare Supplemental	11248203145	-136.72
5/9/2025	VA Regional Payment Center	1623633	-1,767.40
5/11/2025	Pacific Source MedAdvantage	25131B1000021962	-548.51
5/11/2025	XO Pacific Source Community Solutions	25131B1000113669	-1,509.56
5/12/2025	XO Blue Cross Blue Shield Oregon	0155729679	-5,166.58
5/12/2025	Regence Federal Oregon	0340039451	-1,669.56
5/12/2025	XO Tricare for Life	2513253759	-75.59
5/12/2025	UHC West/Secure Horizons	T2515642	-5,098.05
5/13/2025	VA Community Care	1894425	-1,832.20
5/13/2025	Oregon Medicaid	600327930	-1,093.70
5/13/2025	Aetna Medadvantage HMO	882512701078898	-438.67
5/14/2025	Health Net Med Advantage	0900393440	-1,236.59
5/14/2025	VA Regional Payment Center	2169836	-3,589.54
5/15/2025	Trillium Community Health Plan	0900249908	-485.18
5/15/2025	VA Regional Payment Center	2613461	-132.70
5/15/2025	Medicare B Oregon	895452343	-1,742.15
5/15/2025	UHC West/Secure Horizons	T2875938	-578.66
5/16/2025	VA Regional Payment Center	2713326	-1,797.64
5/16/2025	Railroad Medicare	820133428	-554.40
5/18/2025	Pacific Source MedAdvantage	25138B1000022320	-1,539.55
5/18/2025	Pacific Source Community Solutions	25138B1000104118	-4,845.02
5/19/2025	Blue Cross Blue Shield Oregon	0155739851	-390.73
5/19/2025	Regence Federal Oregon	0340041980	-4,081.92
5/19/2025	Intercommunity Health Network	36769695	-221.43
5/19/2025	Aetna Medadvantage HMO	882513301040494	-713.37
5/20/2025	VA Regional Payment Center	3125372	-4,219.72
5/20/2025	Oregon Medicaid	600330114	-589.99
5/20/2025	Medicare B Oregon	895464550	-6,229.08

**Western Lane Ambulance District  
MONTH END SUMMARY**

5/21/2025	Trillium MedAdvantage	0900054174	-332.27
5/21/2025	Health Net Med Advantage	0900394712	-523.52
5/21/2025	VA Regional Payment Center	3339991	-3,182.20
5/21/2025	Aetna	825136000267088	-3,791.52
5/21/2025	Medicare B Oregon	895468734	-3,516.62
5/21/2025	UHC West/Secure Horizons	T3144374	-2.73
5/22/2025	Trillium Community Health Plan	0900250940	-5,777.91
5/22/2025	UHC West/Secure Horizons	T3243524	-3.29
5/23/2025	XO MODA	25143B1000044390	-148.08
5/25/2025	Pacific Source MedAdvantage	25145B1000017431	-887.44
5/25/2025	Pacific Source Community Solutions	25145B1000097052	0.00
5/27/2025	BCBS OR Blue Card MedAdv	0155759383	-1,337.73
5/27/2025	Regence Federal Oregon	0340044465	-1,680.36
5/27/2025	Samaritan Advantage Health Plan	36898897	-726.96
5/27/2025	Medicare B Oregon	895482121	-17,396.45
5/28/2025	Oregon Medicaid	600332337	-144.91
5/28/2025	Medicare B Oregon	895486699	-299.56
5/28/2025	XO AARP Medicare Supplemental	W323985011	-141.43
5/29/2025	XO Trillium Community Health Plan	0900251973	-378.17
5/29/2025	AllCare Health Plan-Medicaid	123000220092982	-311.42
5/29/2025	Aetna	825144000093419	-2,867.44
5/29/2025	Medicare B Oregon	895490685	-6,455.17
5/29/2025	UHC West/Secure Horizons	T3515110	-94.10
5/30/2025	XO Tricare for Life	2513771064	-250.30
5/30/2025	XO MODA	25150B1000035840	-571.62
5/30/2025	Medicare B Oregon	895494641	-809.95
5/30/2025	Atrio Health MedAdv	90010418	-864.74

**EFT TOTAL****-139,474.61****Payments - Credit Card***(VISA, MC, AMX, Disc)*

<u>Trans Date</u>	<u>Amount</u>
5/2/2025	-170.00
5/3/2025	-250.00
5/4/2025	-50.00

**Western Lane Ambulance District  
MONTH END SUMMARY**

5/5/2025	-292.08
5/6/2025	-528.28
5/7/2025	-766.66
5/8/2025	-275.00
5/9/2025	-25.00
5/10/2025	-200.00
5/12/2025	-25.00
5/13/2025	-150.00
5/14/2025	-25.00
5/15/2025	-375.00
5/20/2025	-1,157.40
5/23/2025	-150.00
5/25/2025	-300.00
5/28/2025	-50.00
5/30/2025	-50.00

<b>CREDIT CARD TOTAL</b>	<b>-4,839.42</b>
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**Payments - Bank Deposit***(Cash, Chk Ins, Chk Pvt, Coll Pmt, MO)*

<u>Trans Date</u>	<u>Amount</u>
5/6/2025	-5,351.87
5/13/2025	-7,292.78
5/20/2025	-10,874.91
5/27/2025	-7,622.62

<b>BANK DEPOSIT TOTAL</b>	<b>-31,142.18</b>
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**Payments - Paid at FD**

<u>Date</u>	<u>Pd at FD, Ins</u>	<u>Total</u>
5/8/2025	-128.54	-128.54
<b>Total</b>	<b>-128.54</b>	<b>-128.54</b>

**Payments - Refunds/Refund Reversals**

<u>Date</u>	<u>Ref Ins</u>	<u>Ref Prv</u>	<u>Ref Rev, Ins</u>	<u>Total</u>
5/6/2025	111.78	350.00		461.78
5/13/2025			-867.15	-867.15

**Western Lane Ambulance District  
MONTH END SUMMARY**

Date	Ref Ins	Ref Prv	Ref Rev, Ins	Total
<b>Total</b>	111.78	350.00	-867.15	<b>-405.37</b>

**Payments - Other**

Date	NS	Total
05/02/25	140.00	140.00
<b>Total</b>	140.00	<b>140.00</b>

**Payments by Level of Service**

Date	ALS 1 E	ALS 1 NE	ALS 2	BLS E	BLS NE	SCT	Total
5/1/2025	-2,967.56			-678.02	-240.36	-226.74	-4,112.68
5/2/2025	-4,527.86	-3,225.40	-1,510.36	-1,489.92	-587.17		-11,340.71
5/3/2025	0.00				-250.00		-250.00
5/4/2025	-456.60				-579.64		-1,036.24
5/5/2025	-7,159.90	-1,095.72		-1,025.50	-167.54	-4,056.00	-13,504.66
5/6/2025	-4,136.19		-1,493.11	-1,377.24	-514.76	0.00	-7,521.30
5/7/2025	-1,991.75	-979.57	-265.00	0.00	0.00		-3,236.32
5/8/2025	-164.63		-335.08	-403.54			-903.25
5/9/2025	-1,904.12	-25.00					-1,929.12
5/10/2025	0.00		-200.00		0.00		-200.00
5/11/2025	-546.80		-596.90	-624.55	-289.82		-2,058.07
5/12/2025	-7,658.08		-784.71	-725.30	-238.45	-2,628.24	-12,034.78
5/13/2025	-5,390.03	-274.72		-4,822.23	-1,137.52	-50.00	-11,674.50
5/14/2025	-4,090.14	-25.00		-390.06	-345.93	0.00	-4,851.13
5/15/2025	-2,337.03		414.27	-1,390.93	0.00		-3,313.69
5/16/2025	-554.40			-1,797.64			-2,352.04
5/18/2025	-2,971.24			-449.54	-144.91	-2,818.88	-6,384.57
5/19/2025	-986.93	0.00	0.00	-117.17	0.00	-4,303.35	-5,407.45
5/20/2025	-10,613.58	-1,961.07	-484.63	-7,170.20	-1,291.13	-1,550.49	-23,071.10
5/21/2025	-2,206.77	-6,973.72	0.00	-978.49	-1,189.88		-11,348.86
5/22/2025	-1,360.35	-353.62		-1,247.98		-2,819.25	-5,781.20
5/23/2025	-248.08			-50.00			-298.08
5/24/2025	0.00						0.00

**Western Lane Ambulance District  
MONTH END SUMMARY**

Date	ALS 1 E	ALS 1 NE	ALS 2	BLS E	BLS NE	SCT	Total
5/25/2025	54.37	-1,241.81		0.00			-1,187.44
5/26/2025	0.00		0.00	0.00			0.00
5/27/2025	-18,651.07	-1,714.74		-5,912.40	-2,485.91		-28,764.12
5/28/2025	-141.43			-50.00	-444.47		-635.90
5/29/2025	-6,198.54	0.00		-753.34	-679.14	-2,475.28	-10,106.30
5/30/2025	-923.21			-1,316.23	-307.17		-2,546.61
5/31/2025	0.00			0.00			0.00
<b>Total</b>	-88,131.92	-17,870.37	-5,255.52	-32,770.28	-10,893.80	-20,928.23	<b>-175,850.12</b>

<b>Transaction Adjustments by Level of Service</b>	<b>-266,785.76</b>
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	ALS 1 E	ALS 1 NE	ALS 2	BLS E	BLS NE	SCT	Total
Fire Med Adjustment	-3,087.78	-3,343.98	-285.00	-1,364.82	-2,879.36		-10,960.94
NSF Check Fee	30.00						30.00
W/O Fee Schedule	-124,109.56	-20,146.35	-7,885.69	-72,117.49	-11,150.07	-9,106.41	-244,515.57
W/O Patient Deceased	-27.56						-27.56
W/O to collections	-2,366.60			-3,061.49	-2,309.88	-2,733.72	-10,471.69
Waiver per FD					-840.00		-840.00
<b>Total</b>	-129,561.50	-23,490.33	-8,170.69	-76,543.80	-17,179.31	-11,840.13	<b>-266,785.76</b>

<b>Ending Balance</b>	<b>1,261,755.96</b>
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**WLAD**  
**General Fund**

**Statement of Revenue and Expenditures**

	Current Period Jul 2024 May 2025 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
<b>Ambulance Income</b>			
Allowance for Contract Adjust	7,155.09		0.00%
Collection Agency	3,875.33		0.00%
GEMT CCO Program	121,209.74	80,000.00	151.51%
Medicaid	180,417.36	100,000.00	180.42%
Medicare	1,378,785.99	1,500,000.00	91.92%
Private Insurance	528,054.44	200,000.00	264.03%
Private Pay	130,397.45	200,000.00	65.20%
<b>Total Ambulance Income</b>	<b>\$2,349,895.40</b>	<b>\$2,080,000.00</b>	
<b>Fee for Service</b>			
Three Rivers Casino	30,792.00	30,792.00	100.00%
<b>Total Fee for Service</b>	<b>\$30,792.00</b>	<b>\$30,792.00</b>	
<b>Grant Income</b>			
Grant Income	296,250.00	32,080.00	923.47%
Grant Income - MIH	50,000.00	50,000.00	100.00%
<b>Total Grant Income</b>	<b>\$346,250.00</b>	<b>\$82,080.00</b>	
<b>Other Income</b>			
Interest	73,453.82	40,000.00	183.63%
Other Revenue	40,175.28	10,000.00	401.75%
Reimbursements and Refunds	23.00		0.00%
<b>Total Other Income</b>	<b>\$113,652.10</b>	<b>\$50,000.00</b>	
<b>Tax Income</b>			
Lane County Operation Levy	1,073,867.32	1,095,006.00	98.07%
Lane County Tax Revenue	802,191.40	758,855.00	105.71%
Prior Tax Years	21,723.49	20,000.00	108.62%
<b>Total Tax Income</b>	<b>\$1,897,782.21</b>	<b>\$1,873,861.00</b>	
<b>Transfers In</b>			
Transfers	140,000.00	140,000.00	100.00%
<b>Total Transfers In</b>	<b>\$140,000.00</b>	<b>\$140,000.00</b>	
<b>Revenue</b>	<b>\$4,878,371.71</b>	<b>\$4,256,733.00</b>	
<b>Gross Profit</b>	<b>\$4,878,371.71</b>	<b>\$4,256,733.00</b>	
<b>Expenses</b>			
<b>Administrative Expenses</b>			
Administrative & Bank Fees	626.83		0.00%
Grant Expense	55,375.55	1,630.00	3,397.27%
Membership Dues	1,592.46	2,500.00	63.70%
Refunds	22,582.02		0.00%
<b>Total Administrative Expenses</b>	<b>\$80,176.86</b>	<b>\$4,130.00</b>	
<b>Capital Outlay</b>			
Apparatus/Vehicles	0.00	55,000.00	0.00%
Building Improvements	19,865.10	50,000.00	39.73%
Equipment	0.00	20,000.00	0.00%
Technology/Computers	812.12	5,000.00	16.24%
<b>Total Capital Outlay</b>	<b>\$20,677.22</b>	<b>\$130,000.00</b>	
<b>Insurance</b>			
Property & Liability	26,998.00	31,500.00	85.71%
<b>Total Insurance</b>	<b>\$26,998.00</b>	<b>\$31,500.00</b>	

WLAD  
General Fund

Statement of Revenue and Expenditures

	Current Period Jul 2024 May 2025 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Non Allocated</b>			
Operating Contingency	0.00	73,450.00	0.00%
PERS UAL	0.00	59,221.00	0.00%
Transfer Out	3,685,250.00	4,195,732.00	87.83%
Transfer to Equipment Fund	0.00	100,000.00	0.00%
<b>Total Non Allocated</b>	<b>\$3,685,250.00</b>	<b>\$4,428,403.00</b>	
<b>Operational Supplies</b>			
Ventilators	17,203.28	20,000.00	86.02%
<b>Total Operational Supplies</b>	<b>\$17,203.28</b>	<b>\$20,000.00</b>	
<b>Professional Services</b>			
Audit	14,000.00	14,000.00	100.00%
<b>Total Professional Services</b>	<b>\$14,000.00</b>	<b>\$14,000.00</b>	
<b>Expenses</b>	<b>\$3,844,305.36</b>	<b>\$4,628,033.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$1,034,066.35</b>	<b>(\$371,300.00)</b>	
<b>Net Change in Fund Balance</b>	<b>\$1,034,066.35</b>	<b>(\$371,300.00)</b>	
<b>Fund Balances</b>			
Beginning Fund Balance	0.00		0.00%
Net Change in Fund Balance	1,034,066.35	(371,300.00)	0.00%
Ending Fund Balance	2,223,813.63		0.00%

Report Options

Fund: General Fund

Period: 7/1/2024 to 5/31/2025

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Display Subtotals: Yes

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: General Fund

WLAD

Balance Sheet

For Period Ending 5/31/2025

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Book Value  
May 2025  
Actual

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**Assets**

**Current Assets**

**Cash**

Capital Equipment Reserve 1060	195,979.09
Cash with County	3,391.00
Checking 0046	16,186.10
LGIP 6353	1,367,650.60
LifeMed Account 9411	68,521.96
Money Market 9835	65,790.89
PERS UAL 6407	59,736.41
Petty Cash	400.00

**Accounts Receivable**

Accounts Receivable	51,020.00
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**Other Receivables**

Patient Accts Receivable	1,271,812.49
Property Tax Receivable	66,336.00

**Other Current Assets**

Accounts Receivable	5,229.00
Allowance for Bad Debt	(196,370.88)
Allowance for Contractual Adj	(496,006.88)
Grant Receivable	50,000.46
Prepaid Health Insurance	12,774.49

**Total Current Assets** \$2,542,450.73

**Total Assets** \$2,542,450.73

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

MIH Deferred Revenue	53,277.00
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**Total Current Liabilities** \$53,277.00

**Total Liabilities** \$53,277.00

**Fund Balance**

**Accumulated Surplus (Deficit)**

Capital Reserve	195,491.30
Fund Balance Unrestricted	2,159,546.51
Investment in Capital	134,135.92

**Total Fund Balance** \$2,489,173.73

**Total Liabilities and Equity** \$2,542,450.73



**WLAD**  
**Equipment Fund**  
**Statement of Revenue and Expenditures**

		Current Period	Annual Budget	Jul 2024
		Jul 2024	Jul 2024	Jun 2025
		May 2025	Jun 2025	Percent of
		Actual		Budget
<b>Revenue &amp; Expenditures</b>				
<b>Revenue</b>				
<b>Other Income</b>				
Interest		1,634.10	1,500.00	108.94%
<b>Total Other Income</b>		<b>\$1,634.10</b>	<b>\$1,500.00</b>	
<b>Transfers In</b>				
Transfers		0.00	100,000.00	0.00%
<b>Total Transfers In</b>		<b>\$0.00</b>	<b>\$100,000.00</b>	
<b>Revenue</b>		<b>\$1,634.10</b>	<b>\$101,500.00</b>	
<b>Gross Profit</b>		<b>\$1,634.10</b>	<b>\$101,500.00</b>	
<b>Revenue Less Expenditures</b>		<b>\$1,634.10</b>	<b>\$101,500.00</b>	
<b>Net Change in Fund Balance</b>		<b>\$1,634.10</b>	<b>\$101,500.00</b>	
<b>Fund Balances</b>				
Beginning Fund Balance		0.00		0.00%
Net Change in Fund Balance		1,634.10	101,500.00	0.00%
Ending Fund Balance		195,818.14		0.00%

## Statement of Revenue and Expenditures

	Current Period Jul 2024 May 2025 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
<b>Other Income</b>			
CPR Classes	24,306.62	25,000.00	97.23%
Interest	14.82		0.00%
LifeMed Subscription	28,375.00	115,000.00	24.67%
<b>Total Other Income</b>	<b>\$52,696.44</b>	<b>\$140,000.00</b>	
<b>Revenue</b>	<b>\$52,696.44</b>	<b>\$140,000.00</b>	
<b>Gross Profit</b>	<b>\$52,696.44</b>	<b>\$140,000.00</b>	
<b>Expenses</b>			
<b>Administrative Expenses</b>			
Administrative & Bank Fees	2,487.24	3,000.00	82.91%
Advertising	7,450.00	7,000.00	106.43%
Membership Dues	0.00	1,000.00	0.00%
Office Supplies	549.00	1,500.00	36.60%
Public & Regional Training	0.00	5,000.00	0.00%
Refunds	130.00	300.00	43.33%
Shipping/Postage	732.25	4,000.00	18.31%
Training & Conferences	3,812.95	10,000.00	38.13%
<b>Total Administrative Expenses</b>	<b>\$15,161.44</b>	<b>\$31,800.00</b>	
<b>Non Allocated</b>			
Transfer Out	140,000.00	140,000.00	100.00%
<b>Total Non Allocated</b>	<b>\$140,000.00</b>	<b>\$140,000.00</b>	
<b>Expenses</b>	<b>\$155,161.44</b>	<b>\$171,800.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$102,465.00)</b>	<b>(\$31,800.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$102,465.00)</b>	<b>(\$31,800.00)</b>	
<b>Fund Balances</b>			
Beginning Fund Balance	0.00		0.00%
Net Change in Fund Balance	(102,465.00)	(31,800.00)	0.00%
Ending Fund Balance	69,541.96		0.00%

### Report Options

Fund: LifeMed Fund

Period: 7/1/2024 to 5/31/2025

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Display Subtotals: Yes

Revenue Reporting Method: Budget - Actual

Expense Reporting Method: Budget - Actual

Budget: LifeMed Budget



# *Western Lane Fire and EMS Authority*

## *REGULATIONS FOR CIVIL SERVICE*

## Table of Contents

A. ADMINISTRATION .....	3
B. TESTING AND ASSESSMENT .....	4
C. ENTRY-LEVEL TESTING / ASSESSMENT / SELECTION .....	5
D. PROMOTIONAL TESTING / ASSESSMENT / SELECTION .....	6
E. PREPARATION AND CERTIFICATION OF ELIGIBILITY LISTS .....	7
F. STEP DOWN/STEP BACK .....	8
G. DISCIPLINE .....	9
H. GROUNDS FOR DISCIPLINARY ACTION .....	10
I. ADMINISTRATION OF DISCIPLINE .....	11
J. DISCIPLINARY ACTION .....	11
K. GRIEVANCE PROCEDURES .....	13

WLFEA Civil Service is a classified service of all regular, full-time, paid positions within WLFEA, excluding that of the Fire and EMS Chief and clerical support positions.

#### **A. ADMINISTRATION**

- 1) The regulations provided herein shall be applied in compliance with federal, state and local equal opportunity, accessibility and non-discrimination regulations.
- 2) Terms of the WLFEA/IAFF 851 Collective Bargaining Agreement and WLFEA Personnel Policies, whichever are applicable, shall take precedence over related terms of the Civil Service Regulations.
- 3) These regulations may be amended by a majority vote of the Commission. A copy of the proposed amendment and meeting agenda shall be made available to each member of the Commission, the Fire and EMS Chief or designee and WLFEA/IAFF 851 at least 14 calendar days prior to such meeting.
- 4) In all decision making, the Commission will give due consideration to the opinions of WLFEA staff, the Fire and EMS Chief or designee, and WLFEA/IAFF 851.
- 5) For the purposes of this document, “appointing authority” shall refer to the Fire and EMS Chief or designee.
- 6) The Fire and EMS Chief or designee shall be the Chief Examiner. The Chief Examiner may designate qualified WLFEA employees to assist in the administration of any examination or test to be held for the classified service. Assistance shall be under the direction and control of the Chief Examiner.
- 7) The Civil Service Commission may investigate or refer to the Fire and EMS Chief or designee for investigation, any written complaint alleging violation of the WLFEA Civil Service Regulations. The complaint shall include: address and signature of complainant, the specific regulation allegedly violated, date of alleged violation, and proposed remedy. Should the Civil Service Commission choose to investigate, the findings of that investigation shall be reported to the Fire and EMS Chief or designee. If action has not been taken within 30 days thereafter, the Commission shall report the facts to the WLFEA Board President for appropriate action.
- 8) Reduction in force and re-employment shall be in accordance with the WLFEA/IAFF 851 Collective Bargaining Agreement or WLFEA Personnel Policies, whichever is applicable. When a reduction is made in the number of employees, notice shall be filed with the Commission in a timely manner, listing the names of employees laid-off.
- 9) Whenever a new, full-time, paid position is created, the Civil Service Commission shall be immediately notified in writing. Such notification shall include a job description.

## **B. TESTING AND ASSESSMENT**

- 1) Whenever necessary to meet or to anticipate the employment needs of the Fire Department the Chief Examiner shall hold tests to determine the fitness of applicants and to establish eligibility lists. Such tests may be written, oral, skills demonstration, Chief Officer interviews, and/or other methods of applicant assessment.
- 2) Examinations shall be held under the direction of the Chief Examiner and subject to oversight by the Commission.
- 3) The Chief Examiner shall see that all those whose applications have been accepted and who present themselves to take the tests for any position shall be given equal opportunity to demonstrate their qualifications. To this end, the Chief Examiner shall, among other things, provide working conditions as nearly uniform as possible.
- 4) In written tests each applicant shall be supplied with a brief written statement of the manner of conducting the tests or, in lieu thereof, the person conducting the tests shall make a brief oral explanation.
- 5) The identification of test papers and their contents shall be concealed. The Chief Examiner shall see that proper precautions are taken to prevent any unauthorized person from securing in advance questions or other material to be used in any test, unless such questions or other material to be used in any test are available to all applicants.
- 6) Test applicants will be given an official identifier other than their name. Any test paper bearing the name of the applicant or any identifying mark other than the official identifier shall be rejected unless otherwise ordered by the Commission. The identification of applicants with their tests shall not be disclosed to persons or agencies grading such tests until the ratings of all tests have been completed.
- 7) Unauthorized memos, pamphlets, books or other sources of information used to assist the applicant in answering the questions or doing the assigned work are not allowed and shall be confiscated by the test administrator. Cell phones and other electronic devices shall not be allowed in the testing areas. The test administrator shall, in all such cases, make a written statement of the circumstances, to be submitted to the Chief Examiner along with the test papers or other work of the applicant. The Chief Examiner may disqualify the applicant as appropriate and must notify the Commission of such action.
- 8) The Chief Examiner shall see that the papers and other submitted work of applicants are scored as soon as practical. Scoring shall be on the basis of 100% for the maximum possible score. An applicant whose score is less than 60% in any one portion of the examination will be considered to have failed the entire exam.

### **C. ENTRY-LEVEL TESTING / ASSESSMENT / SELECTION**

- 1) To apply for any position under Civil Service, an applicant shall submit to the Chief Examiner or designee a form prepared for that purpose. The names of applicants shall not be made public except as legally required or with consent of the applicant.
- 2) An applicant for any Civil Service position must be a citizen or eligible to work in the United States.
- 3) Every applicant for appointment under these regulations shall be no less than 18 years of age.
- 4) Within two weeks after appointment, an applicant must have a current, valid driver's license appropriate to the position.
- 5) Notice of all competitive tests for entrance into Civil Service shall be posted in public at least two weeks prior to the final date for the receipt of applications. The notice shall set forth the position title, the date of the tests, the final date for the receipt of applications, the place or places where applications may be obtained and filed, and such other information as the Chief Examiner deems pertinent.
- 6) Information about the position, process and qualifications shall be furnished in advance to every person who files an application and to all other persons requesting information concerning such tests. This information shall include the dates of the tests, residence and other qualification requirements, the type of tests to be given, and their relative weights.
- 7) A veteran who has successfully completed all phases of the entry-level testing process under Civil Service shall be allowed preference on the eligibility list in accordance with applicable Oregon Revised Statutes.
- 8) Current and former parttime or reserve members employed by WLFEA wishing to test will be given preference points if they meet the following requirements:
  - a) Employed with WLFEA at the time of testing.
  - b) In Good Standing with WLFEA at the time of testing.
  - c) Employees in Good Standing prior to separation from WLFEA, for reasons besides work performance or misconduct, may have testing requirements waived if they separated employment with WLFEA within 6 months of the initial testing date.
- 9) The Commission may refuse to grant an examination to an applicant or to certify for appointment anyone whose name is on the eligibility list for any of the following reasons: (a) dismissal from the Armed Forces with other than an honorable discharge, unless extenuating circumstances prevail; (b) inability to perform the essential functions of the position for which application is made; (c) civilian or military felony convictions; (d) intentional false statement, deception or fraud in any phase of the application, selection,

certification or appointment processes.

- 10) When the final score of two or more applicants taking entrance tests is the same, the order on the eligibility list shall be determined by the Chief Examiner.
- 11) When a vacancy exists, the Fire and EMS Chief or designee shall consider the three highest candidates on the eligibility list for the vacant position.
- 12) When more than two vacancies exist, the number of candidates to be considered shall be the number of positions for which there are vacancies plus two additional names, provided there are that number on the list. Otherwise, the entire list will be considered. If a candidate waives the appointment, as provided in Item E, the next highest candidate shall be considered.
- 13) When a vacancy or vacancies exist, the Fire and EMS Chief or designee shall notify the candidates on the certified eligibility list that they will be considered for appointment contingent upon satisfactory completion of medical tests, which may include: medical physical examination; psychological examination; drug testing; and other medical tests.
- 14) The Fire and EMS Chief or designee shall report any appointment to the Commission in a timely manner.

#### **D. PROMOTIONAL TESTING / ASSESSMENT / SELECTION**

- 1) No employee shall be promoted from one position to another without first having passed a promotional examination.
- 2) All promotions from one position to another shall be made from the current eligibility list for that position.
- 3) When a vacancy exists, the Fire and EMS Chief or designee shall consider the three highest candidates on the eligibility list for the vacant position.
- 4) When more than two vacancies exist, the number of candidates to be considered shall be the number of positions for which there are vacancies plus two additional names, provided there are that number on the list. Otherwise, the entire list will be considered. If a candidate waives the appointment, as provided in Item E, the next highest candidate shall be considered.
- 5) The Fire and EMS Chief has sole discretion to extend the promotional process to external candidates regardless of the number of qualified internal candidates.
- 6) Promotional examinations shall be as provided in Policy 1002 Promotions and Transfers.
- 7) When the final score of two or more applicants in promotional tests is the same, the name of the applicant first appointed to the position from which the



promotion is sought shall be placed highest on the list.

- 8) A veteran who has successfully completed all phases of the promotional testing process under Civil Service shall be allowed preference on the eligibility list in accordance with applicable Oregon Revised Statutes.
- 9) In all competitive entrance examinations, preference status shall be given to all active WLFEA members in good standing. The member meeting Authority requirements shall qualify for a percentage increase based on their years of service and added to their total testing score.
  - i. 3% for one to three years of service.
  - ii. 5% for four to six years of service.
  - iii. 7% for seven to ten years of service.
  - iv. 10% for eleven to fifteen years of service.
  - v. 12% for over fifteen years of service.

#### **E. PREPARATION AND CERTIFICATION OF ELIGIBILITY LISTS**

- 1) From the applications and the reports made by examiners and following the completion of the scoring of the work of applicants who have taken the tests for any position, the Commission shall prepare, or cause to be prepared, an eligibility list containing the names of applicants. Names shall be arranged in the order of final scores, with the highest first, which shall constitute the positions on the eligibility list.
- 2) The Commission shall examine the eligibility list(s) and, if all applicable criteria have been met, shall certify that the candidates so listed are eligible for consideration for appointment pursuant to Civil Service Regulations.
- 3) The Chief Examiner shall notify each applicant of the score received, whether such score is above or below the minimum required score and, if the score is above the minimum, the applicant's placement on the eligibility list.
- 4) Applicants on eligibility lists will be referred to as candidates. Candidates are subject to further evaluation and background checks prior to appointment.
- 5) In the event of an open position the number of candidates certified from the eligibility list for further evaluation shall be three (Rule of Three). When more than one vacancy exists, the number of names shall equal the number of vacancies plus two in addition. The Fire and EMS Chief may select any of the certified candidates.
- 6) Eligibility lists shall continue in force for a period determined at the time the list is authorized, typically two years. The Commission, by action taken before the expiration date, may change the expiration date.
- 7) In case of illegality or fraud in connection with the tests for any position, the

whole or any part of any eligibility list may be canceled upon the recommendation of the Chief Examiner and the approval of the Commission.

- 8) A candidate may waive appointment. The candidate who has waived appointment shall retain his or her place on the eligibility list.
- 9) Upon appointment as provided in these regulations, a candidate will be removed from the eligibility list. Additionally:
  - a) If the Fire and EMS Chief or designee refuses to appoint a candidate, the Fire and EMS Chief or designee shall give reasons to the Commission in writing. The Commission, upon review of the reasons, may remove the candidate from the list.
  - b) If the Fire and EMS Chief or designee notifies a candidate of a conditional job offer, and no response is received by the date specified in the notice, the candidate shall be removed from the eligibility list, and the Commission will be notified.
  - c) A candidate may request to have his or her name removed from an eligibility list.

#### **F. STEP DOWN/STEP BACK**

- 1) An employee may apply to step down from a currently held position, provided there is an open step-down position or a position will be vacated by departmental promotion.
- 2) The applicant for a step-down has previously served satisfactorily in the position requested for a period of not less than 12 months in this department or a department of comparable size or larger. Step-down may be made on a voluntary basis, subject to the following requirements:
  - a) The applicant must be able to perform the essential functions of the position requested.
  - b) Approval for step down to the position requested will be at the discretion of the Fire and EMS Chief or designee. The Civil Service Commission shall be notified in a timely manner.
  - c) The applicant for step-down may be required to complete applicable examinations and tests certifying ability to perform the requirements of the new position. Once a step-down has been accomplished, the employee waives all privileges and responsibilities of the previous position, and advancement to a higher position must be in accordance with the provisions of these regulations.
  - d) The employee's rate of pay and benefits will be at a level compatible with the new position and time in the service.
- 3) Step back. If an employee has taken a specialty position and wishes to return to the previously held position, they may do so provided there is an opening in the position previously held and with the approval of the Fire

and EMS Chief. The employee may be required to demonstrate their ability to perform the functions of the position to which they wish to return.

## **G. DISCIPLINE**

This regulation is designed to provide accepted guidelines for the administration of employee discipline. The object of disciplinary action is the constructive development, correction and rehabilitation of an employee. However, if constructive disciplinary action fails, discharge may be necessary.

- 1) The Fire and EMS Chief or designee is responsible to administer disciplinary action when appropriate.
- 2) The Fire and EMS Chief or designee is responsible for communicating the goals, objectives, policies, procedures, and regulations of the organization to each employee so that employees understand what is required of them.
- 3) Disciplinary issues shall be approached on a case-by-case basis. Each situation shall be considered on its own merits. Disciplinary action shall be based upon a sound evaluation of all facts, including any extenuating circumstances. However, uniformity in the administration of discipline shall be maintained to the extent that similar cases are treated in a similar manner.
- 4) In lieu of termination, the Fire and EMS Chief may elect to demote an employee who has been promoted. The demotion may include an agreement to sustain the employee's rate of pay prior to the demotion. The pay rate will not be subject to collective bargaining agreement or COLA raises until such time as the employee's rate of pay falls within the salary schedule for the classification in which they are working.
- 5) When a non-probationary employee is discharged, a notice of discharge and a letter stating the reasons for discharge shall be filed with the Commission in a timely manner.
- 6) When a non-probationary employee is suspended, a notice of the suspension shall be filed with the Commission in a timely manner, showing the reason for the suspension and the period for which the employee is suspended.
- 7) Prior to the completion of the initial probationary period, employees may be discharged at will.

## H. GROUNDS FOR DISCIPLINARY ACTION

It is not the intent of this regulation to specifically enumerate causes for disciplinary action. Several of the areas listed shade into each other leaving management to exercise discretion and judgment in selecting the appropriate grounds for possible action. The list of grounds is to be used as a reference for the possibilities that could arise. See also WLFEA/IAFF 851 Collective Bargaining Agreement and WLFEA Personnel Policies.

Grounds for disciplinary action will generally fall within the following categories:

- 1) **MISCONDUCT:** Characterized by an act or omission constituting a violation of the regulations established for the department or general standards of reasonable conduct that adversely affect the functioning of the Authority or its staff, including, but not limited to, intoxication while on duty, offensive conduct or use of abusive language toward other employees or the public, unauthorized use of Authority equipment, or carelessness or negligence in the care and use of Authority property. See also WLFEA Personnel Workplace Harassment Policy and Alcohol and Drug Policy.
- 2) **Failure to Meet Performance Standards:** Including, but not limited to, failure to complete duties in a timely manner, exercising poor judgment in decisions, inaccuracy, failure to meet safety requirements, or failure to meet the requirements set forth in work plans, job description or grade responsibilities.
- 3) **Incapacity:** Inability to perform the essential functions of the position as set forth in the job description or grade responsibilities.
- 4) **Insubordination:** Willful violation of a rule, policy, or procedure or by the refusal to perform work assigned or comply with legally constituted written or verbal instructions of a superior officer.
- 5) **Attendance:** Failure to report for work as scheduled or assigned, including, but not limited to, absence from work without notice or habitual tardiness. Unauthorized absence of an employee from duty may be grounds for disciplinary action up to and including dismissal. The imposition of disciplinary action or determination that the unauthorized leave is a constructive resignation shall be based on the facts of the situation. A reasonable effort shall be made to contact the employee to determine the circumstances surrounding the absence before taking action. See also federal and state laws on family medical leave.
- 6) **Malfeasance:** Commission of an act which is unethical or unlawful, including, but not limited to, theft of Authority property, willful damage of Authority property, or the possession or use of illegal drugs.
- 7) **Other Unfitness to Render Effective Service:** Any other grounds, not falling within the above categories, which prevent an employee from rendering effective service, including, but not limited to, absence because of conviction not related to an employee's job, personal habits on or off the job which affect job performance, or behavior such as open hostility or belligerence to fellow employees or superiors.

## **I. ADMINISTRATION OF DISCIPLINE**

Disciplinary action must be based upon a sound evaluation of all the facts. Only after the facts are known is it possible to determine the nature of the offense and whether or not mitigating circumstances exist.

- 1) In determining what action to take, careful consideration should be given to the following factors:
  - a) Relevance to the work environment and the extent to which it affects performance and the work place.
  - b) Seriousness of the violation.
  - c) Situational factors such as who was involved, where and when it occurred and the accounts of others present.
  - d) The employee's past disciplinary record, seniority, work record, ability to perform duties cooperatively and effectively, and willingness to deal constructively with the situation.
  - e) The employee's verbal or written statement of the incident.
  - f) Action taken with regard to similar cases in the past.
  - g) Whether the corrective action is likely to reduce the probability of recurrence.
- 2) The following information shall be set forth for the purpose of supporting the actions taken, except in minor cases involving verbal or unofficial reprimand:
  - a) Pertinent facts such as employee's name, time and date the event occurred, names of witnesses and their account of what happened, and a summary description of the incident.
  - a) Remarks or response of the employee.
  - b) Supervisor's summary and specific action taken.
  - c) Corrective action required by the employee.
  - d) Signatures, and dates thereof, of the supervisor, employee and of acknowledged witnesses, if any.

## **J. DISCIPLINARY ACTION**

All disciplinary actions shall be taken in good faith for cause. The course of action will depend upon the seriousness of the infraction or repeated infractions. Isolated minor infractions can generally be handled successfully by frank discussions with the employee. If a reprimand is to be given by an officer, the employee may elect to be accompanied by a representative.

However, if corrective action cannot be obtained through this method, further actions may be necessary using the following pattern, listed in order of increasing severity:

- 1) **Verbal Warning or Unofficial Reprimand:** This is the discussion between a supervisor and the employee concerning the behavior or situation in question and appropriate corrective action. Should the supervisor note a minor offense which requires only an oral reprimand, it is not necessary to supply the employee with written documentation. This method of discipline can immediately eliminate misunderstandings and can set desired standards of performance and behavior. Oral warnings should ordinarily be given by the immediate supervisor. It is important that they be given in private. An unofficial reprimand need not be kept in the employee's personnel record, although the supervisor may keep a personal memorandum for future reference. If the verbal warning is documented and placed in the employee's personnel record, a copy shall be provided to the employee.
- 2) **Written Warning or Official Reprimand:** Written warnings are properly used for more serious infractions or for those situations in which previous oral warnings have been given without results. The written warning shall identify areas in which improvements are deemed necessary, and a plan of action should be developed in which expectations, process for achieving goals, and consequences are clearly defined. A copy of the written warning shall be provided to the employee, placed in the employee's personnel record, and shall include those factors listed under Administration of Discipline.
- 3) **Suspension Without Pay:** Disciplinary suspension involves the temporary removal and withholding of pay for a specified period of time for the purpose of securing an improvement in performance or behavior. The suspension without pay shall not exceed 30 days for any single disciplinary charge. The Fire and EMS Chief or designee shall notify the employee, the Civil Service Commission, the Authority Board President, and Human Resources, in writing, in a timely manner after the effective date of suspension. The notice shall include the grounds for the disciplinary action and the specific charges and facts supporting the action as specified under Administration of Discipline.

- 4) **Demotion or Salary Reduction:** When determined to be appropriate, employees may have their salary reduced while retaining their present position, or may be demoted from their present position to one entailing less responsibility with a commensurate reduction in salary. The demotion or salary reduction shall be preceded by notice in writing to the Civil Service Commission, the Authority Board President, and Human Resources, to include the facts as detailed under Administration of Discipline. Disciplinary demotions may not be used as a form of discipline if such action will cause a regular employee in the lower grade to be laid off or if the subject employee is ineligible for employment in the lower grade.
- 5) **Dismissal:** The most extreme disciplinary measure involves the separation of an employee from a position in the Authority's service. It may be justified on the basis of a single flagrant act or a series of lesser offenses. It should be noted that dismissal of a non-probationary employee implies that other action was not effective or is not an alternative. Written notification to the Civil Service Commission, the Authority Board President, and Human Resources, shall precede a dismissal. The notification shall include those facts listed in Administration of Discipline. An employee may be suspended with or without pay during the notification period. Written notice that dismissal will follow a suspension constitutes notice of dismissal.

With the approval of the Authority Board President, the Fire and EMS Chief or designee may amend, modify or withdraw a suspension, demotion, reduction in salary or dismissal after written notice has been filed. Such withdrawal, amendment or modification may include restoration of a portion or all of the lost wages and fringe benefits.

## **K. GRIEVANCE PROCEDURES**

**Appeal/Grievance Procedure:** A non-probationary employee who is suspended, demoted, reduced in salary, or dismissed may request an investigation of the disciplinary action before the Civil Service Commission not later than 10 days after the effective date of such action. Such request shall be in writing.

The Fire and EMS Chief or designee shall submit a written summary to the Civil Service Commission within 10 days of the effective date of any suspension, demotion, salary reduction or dismissal.

**Rehearing:** The Civil Service Commission will not consider a petition for rehearing unless filed within 30 days after any decision of the Commission restoring a non-probationary employee to duty or affirming the removal of a non-probationary employee.

# Patient Care Reports

## 500.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the requirements for documentation of patient responses, and the related document distribution, storage, and disclosure.

### 500.1.1 DEFINITIONS

Definitions related to this policy include:

**NEMSIS** - National EMS Information System.

**OR-EMSIS** - Oregon Emergency Medical Services Information System.

**Patient** - A person who is ill, injured, or who has a disability and who receives emergency or nonemergency care from an emergency medical services provider (ORS 682.025).

**Patient Care Report (PCR)** - An Oregon Health Authority-approved paper form or electronic field data format (ePCR) that is completed by an EMS provider or ambulance-based clinician for all patients receiving pre-hospital assessment, care, or transportation to a medical facility (OAR 333-250-0205). This may also be called a Pre-Hospital Care Report (PHCR/ePHCR).

**Patient refusing medical care against medical advice (AMA)** - A competent patient who is determined by an Emergency Medical Technician (EMT) or medical control to have a medical problem that requires the immediate treatment and/or transportation capabilities of the Emergency Medical Service (EMS) system, but who declines medical care despite being advised of his/her condition, and the risks and possible complications of refusing medical care.

## 500.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority to follow the patient documentation and distribution guidelines developed by the Oregon Health Authority.

## 500.3 REQUIREMENTS

An electronic PCR shall be completed for every incident in which patient contact is initiated (ORS 682.056; OAR 333-250-0310). This includes a patient who is released at the scene, meets the criteria for pronouncing death in the field, or is an inter-facility transport.

A PCR and a patient release form must be completed for all patients who refuse evaluation, treatment, and/or transport.

### 500.3.1 REQUIRED INFORMATION

Authority members providing pre-hospital care shall provide patient care information on the PCR including but not limited to (OAR 333-250-0310):

- (a) Information and data points as defined in the National Highway Traffic Safety Administration NEMSIS data dictionary, using a version determined by the Oregon Health Authority.



## *Patient Care Reports*

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- (b) Trauma band number, as applicable.
- (c) Triage criteria as defined in OAR Chapter 333, Division 200, Exhibit 2, as applicable.

During a disaster or multiple-patient incident, PCRs shall be completed in accordance with OAR 333-250-0310 or as otherwise prescribed in the county's Ambulance Service Area (ASA) plan.

Contact with persons who do not meet the criteria required for the definition of a patient should be recorded in the authority's incident reporting system to document that assistance was offered and declined. The authority's reporting requirements concerning personal identification information, including a person's name, age, date of birth, and sex, should be followed.

PCRs should be completed as soon as possible after providing patient care. If a completed PCR cannot be provided to the receiving medical facility with the patient, a verbal report relaying pertinent patient care information must be given to the receiving hospital staff after the patient arrives. Authority members shall ensure that they receive verbal verification from an emergency department employee who is involved with providing the patient care that sufficient patient information has been transferred to support safe and timely continuation of patient care (OAR 333-250-0310).

A completed PCR shall be submitted OR-EMSIS within 24 hours of patient contact and to the hospital or facility receiving the patient within 24 hours of the patient being transported (OAR 333-250-0310).

An EMS evaluation, performed minimally by a qualified authority member, may or may not be required for non-medical requests for assistance, such as "service calls" or "back-to-bed" requests. A PCR shall be completed for any person meeting the patient criteria.

For continuous quality improvement, the local or regional EMS authority, authority EMS supervisors, and the designated hospital receiving center shall review their copies of the PCRs and discuss any areas of concern.

### **500.4 DISTRIBUTION OF PCR COPIES**

- (a) If a patient is transported to a paramedic receiving center, copies should be distributed as follows:
  - 1. Copy retained by the Authority
  - 2. Copy sent to the base hospital or alternative base station. Receiving hospitals have access to the portal for viewing EMS records.
  - 3. Copy sent to the local EMS authority. Copy will remain with EMS Image Trend ePCR cloud website.
- (b) If a patient is not transported or refuses care and leaves against medical advice (AMA), copies should be distributed as follows:
  - 1. Copy retained by the Authority
  - 2. Other copies per local EMS authority policy

## *Patient Care Reports*

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- (c) If a patient is declared dead and is not transported, copies should be distributed as follows:
  - 1. Copy retained by the Authority
  - 2. Copy sent to the assigned base hospital or alternative base station upon request.
  - 3. Copy left with the body for the coroner's office. Lane County Medical Examiner's Office has access to Image Trend cloud portal to gather relevant information as needed.

### **500.5 PCR STORAGE**

PCRs shall be maintained and secured in a manner consistent with the Patient Medical Record Security and Privacy Policy and OAR 333-250-0310.

### **500.6 ADDITIONAL REPORTING REQUIREMENTS**

In addition to completing a PCR, members shall electronically report within 24 hours (including weekends and holidays) all human cases of MIS-C (Multisystem Inflammatory Syndrome in Children) and the death of any person younger than 18 years of age from COVID-19 infection as required by OAR 333-018-0016.

# Medical Supplies

## 501.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a Periodic Automatic Replenishment (PAR) level system for medical supply inventories for the safety and welfare of patients and employees. Adequate PAR levels for ordering medical supplies assist with budgeting and waste management. Adherence to this policy is intended to prevent the depletion of protective supplies for employees and supplies for the treatment of patients, while reducing inventory overstock and the inability to obtain critical supplies.

For controlled medications see the Controlled Substance Accountability Policy.

## 501.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority to use a PAR level system for medical supply inventories. Western Lane Fire and EMS Authority utilizes OperationIQ as its inventory management software.

## 501.3 PROCEDURES

The PAR level should be based on normal inventory usage for a two-week period at career stations and a four-week period at reserve stations. The PAR level should include all medical supplies maintained in fire / EMS stations and carried on apparatus.

A delivery schedule for supplies should be created and distributed to all stations one month in advance.

### 501.3.1 MEDICATIONS

The following guidelines should be observed with regard to medication storage, security, distribution and disposal:

- (a) Only authority members who have received medication distribution training may handle and distribute medications.
- (b) Medications shall be kept secure from unauthorized handling or use. No medications shall be sent via the authority mail system.
- (c) All medications should be inventoried daily by the designated paramedic for each facility or station.
- (d) All medications should be kept in their original packaging.
- (e) All medications shall be protected from high temperatures by utilizing shaded areas for prolonged parking of vehicles.
- (f) Medication packaging shall be protected to ensure the integrity of the medication and that the lot numbers and expiration dates are legible.
- (g) Medications with expiration dates indicating only a month and year shall be removed from the inventory on the last day of the month shown.

### *Medical Supplies*

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- (h) Out-of-date medications should be exchanged for current medications.
- (i) The Emergency Medical Services (EMS) supervisor should provide direction to members regarding the disposition of medications that are subject to product alerts or recalls.

#### **501.4 SUPPLY OVERSTOCK**

Overstock should be returned to the supplier. Items should be properly packaged and labeled. A written list of items being returned should be attached to the box or container with the returned items. Do not return individual items that are normally supplied as units in a case, bottle or box.

#### **501.5 BACK-ORDERED SUPPLIES**

If the supplier is unable to fill an order, the supplier may indicate that the supply is back-ordered. Do not continue to order items that are on back-order. Any questions concerning back-ordered supplies should be directed to the supplier. If the needed items cannot be obtained in the normal manner, contact the Division Chief.

## Patient Refusal of Pre-Hospital Care

### 502.1 PURPOSE AND SCOPE

This policy establishes guidelines to be followed any time a patient refuses pre-hospital emergency medical evaluation, care, and/or transport.

#### 502.1.1 DEFINITIONS

Definitions related to this policy include:

**Competent** - The patient has the capacity to understand the circumstances surrounding his/her illness or impairment and the risks associated with refusing treatment or transport. The patient is alert and his/her judgment is not significantly impaired by illness and/or injury. Mental illness, drugs, alcohol intoxication, or physical/mental impairment may significantly affect a patient's competence. Patients who have attempted suicide, verbalized suicidal intent, or for whom other factors lead pre-hospital care personnel to suspect suicidal intent, should not be regarded as competent.

**Emancipated minor** - An individual under the age of 18 years who is married, on active duty in the military, or is 16 years of age or older and emancipated by judgment of a court.

**Patient** - A person who is ill, injured, or who has a disability and who receives emergency or nonemergency care from an emergency medical services provider (ORS 682.025).

**Patient Care Report (PCR)** - An Oregon Health Authority-approved paper form or electronic field data format (ePCR) that is completed by an EMS provider or ambulance-based clinician for all patients receiving pre-hospital assessment, care, or transportation to a medical facility (OAR 333-250-0205).

**Patient refusing medical care against medical advice (AMA)** - A competent patient who is determined by an Emergency Medical Technician (EMT) or hospital to have a medical problem that requires the immediate treatment and/or transportation capabilities of the Emergency Medical Services (EMS) system, but who declines medical care despite being advised of his/her condition, and the risks and possible complications of refusing medical care.

**Protective custody** - A patient who is taken into custody by a peace officer pursuant to ORS 426.228 for a civil commitment evaluation because the patient is a danger to him/herself, a danger to others, and is in need of immediate care, custody, or treatment for mental illness.

**On-Line Medical Direction (OLMD)** - The direction provided by a physician to pre-hospital emergency medical care providers through radio, telephone, or other real-time communication (OAR 333-200-0010).

### 502.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority that a Patient Care Report (PCR) and a patient release form shall be completed any time a patient refuses emergency medical evaluation, care, and/or transportation (OAR 333-250-0310).

## *Patient Refusal of Pre-Hospital Care*

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### **502.3 GUIDELINES**

In the pre-hospital setting of the sick and injured patient, these guidelines may be interpreted and applied broadly. EMTs should err on the side of providing patient care, even if the patient is later found to have been competent to refuse care. Patients who likely have a serious medical problem should be evaluated more carefully for their decision-making capacity.

- (a) A competent adult or an emancipated minor has the right to determine the course of his/her own medical care and shall be allowed to make decisions affecting his/her medical care, including the refusal of care.
- (b) Spouses or relatives, unless they are a legal representative, cannot necessarily consent to the refusal of care for their spouse or relative. They may provide insight into what an incompetent relative would desire and may be used as surrogates for decision-making after an incompetent patient enters the hospital. Patients less than 18 years old must have a parent or legal representative present to refuse evaluation, medical care, and/or transport unless they are an emancipated minor. The parent or legal representative must be competent to make this decision. If the parent or legal representative's decision seems to grossly endanger the minor or the parent or legal representative does not appear to be competent, the EMT should make contact with On-Line Medical Direction (OLMD) for further guidance.
- (c) The EMT must evaluate and document the patient's ability to comprehend and whether his/her ability to do so is impaired by the medical condition. The EMT should assess the patient with particular attention to the following:
  - 1. The patient's complaint or the reason for the call.
  - 2. Any important circumstances surrounding the call for assistance.
  - 3. Significant patient medical history.
  - 4. Complete physical assessment, including vital signs and mental status.
  - 5. A check for signs of drug and/or alcohol use/intoxication and physical or mental conditions affecting judgment, such as injury, developmental disability or mental illness. Examples of conditions affecting the patient's decision-making capacity include but are not limited to a significantly altered level of consciousness or blood pressure, hypoxia, or severe pain.
- (d) The EMT should establish to the best of his/her ability what treatment the patient requires, the potential risks/consequences if the patient refuses care, and should communicate to the patient the benefits and risks of the proposed medical care or transport.
- (e) If the patient refuses treatment or transport and the EMT believes the patient is competent, the EMT should make reasonable efforts to ensure that the patient understands the risks and consequences of refusing medical attention and to understand why the patient is refusing care. The EMT should present to the patient alternatives to obtaining care, transport, or modification of services offered, and attempt to overcome the patient's objections, if reasonable. Any evaluation, including OLMD contact, should be thoroughly documented for conditions the EMT believes are potentially serious.

## *Patient Refusal of Pre-Hospital Care*

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- (f) The OLMD should be contacted regarding any patient exhibiting symptoms meeting the OLMD criteria for treatment and transport. If the patient refuses treatment and/or transport and there is some question on the part of field personnel as to the capacity of the patient, OLMD consultation should be obtained prior to leaving the scene.
- (g) A patient who meets the criteria for release at the scene may be released by an EMT. However, the patient should be advised, if applicable, to seek alternate medical care. If the patient requires additional medical advice, the hospital should be contacted.
- (h) When a patient exhibits signs of being a danger to him/herself or others, and is in need of immediate care or treatment for mental illness, the EMT should notify local law enforcement for consideration of placement into protective custody for a civil commitment. The EMT should remain with the patient until law enforcement has made a determination regarding protective custody. Patients in protective custody cannot be released at the scene by an EMT.
- (i) If the OLMD and/or EMT determine that the patient is not competent to refuse evaluation or transport, the following alternatives exist:
  - 1. The patient should be transported to an appropriate facility under implied consent.
  - 2. If the OLMD determines it is necessary to transport the patient against his/her will and the patient resists or the EMT believes the patient will resist, the EMT shall call for law enforcement assistance in transporting the patient. Law enforcement may consider protective custody for civil commitment for the patient.
  - 3. At no time are members to put themselves in danger by attempting to transport or treat a patient who refuses treatment. At all times, good judgment should be used and appropriate assistance obtained.

### **502.4 DOCUMENTATION**

The EMT should document the following for all patients who refuse medical care AMA:

- (a) All relevant patient medical history and assessment
- (b) A description of the patient that clearly indicates his/her decision-making capacity
- (c) Reasons given why the patient refused care, treatment, or transport
- (d) A statement that the patient was advised of the risk/consequences of refusing medical attention and that he/she acknowledged understanding those risks
- (e) Any alternatives that were presented to the patient
- (f) A description of base hospital contact including information given and received

After advising the patient and any associated witnesses concerning the consequences of refusing medical care, the EMT should obtain the signature of the patient and one witness on the patient release form. Preferably the witness should be a member of the patient's family, if available at the scene.

If the patient is a minor, the parent or legal guardian should sign the patient release form.

# Western Lane Fire and EMS Authority

## Policy Manual

### *Patient Refusal of Pre-Hospital Care*

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If the patient refuses to sign the patient release form, that fact should be documented on the form. The release should include the authority-specific incident number, the signature of the field personnel, and that of any witnesses.

A PCR for a patient refusing care shall be reviewed by the EMS Company Officer to ensure compliance with this policy. The patient release form and copy of the PCR should also be sent to the base hospital for review.



# Controlled Substance Accountability

## 503.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the procedures for the supply, use, and accountability of controlled substances administered by the Western Lane Fire and EMS Authority (21 CFR 1300.01 et seq.).

### 503.1.1 DEFINITIONS

Definitions related to this policy include:

**Controlled substance** - A drug, substance, or immediate precursor listed in any schedule of the federal Controlled Substances Act, including any substance added or rescheduled by the Oregon State Board of Pharmacy (ORS 475.035; ORS 475.005).

**Unit** - Any ambulance, transport unit, or first response engine or truck company.

**Narc Box** - Thomas Narc Box® is the Authority's controlled substance disposition and restock automated record keeping system. It is fully DEA [compliant](#). ~~compliant~~ -

## 503.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority to ensure the availability of the proper medications for emergencies and to comply with all applicable local, state, and federal regulations governing the supply, use, and accountability of all controlled substances (21 CFR 1300.01 et seq.; Title 21 USC Controlled Substances Act; ORS 475.125).

## 503.3 STORAGE AND INVENTORY

To prevent the unauthorized access of controlled substances during an incident, the controlled substances must either be in direct possession of a paramedic or locked in a secured area.

The Operations Chief will determine the locking mechanism to be utilized on vehicles that contain controlled substances. Controlled substances should be secured in the locked mechanism any time the unit is parked and unattended.

All personnel authorized to handle controlled substances shall follow this procedure unless prior written permission to deviate is obtained from the Operations Chief or the authorized designee:

- (a) All controlled substances are to be secured by authority members in the designated locking mechanism provided by the Authority.
- (b) At each shift change, an incoming and outgoing paramedic shall, in each other's presence, inspect the quantities, the integrity of the containers, and the expiration dates of the controlled substance inventories. Each paramedic shall attest to the quantity available by printing and signing his/her full name on a controlled substance daily report. At no time shall an individual enter a name or signature on behalf of another person.
- (c) If the inventory of any controlled substance results in a discrepancy, the paramedics must immediately attempt to reconcile the amount missing. If the discrepancy

*Controlled Substance Accountability*

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cannot be reconciled, immediate notification shall be made to the Company Officer, the Division Chief, and the supervising physician. The Division Chief shall be responsible for coordinating with the supervising physician to ensure the completion and submission of the online DEA Form 106, Report of Theft or Loss of Controlled Substances (21 CFR 1301.76).

- (d) If the unit is dispatched to an incident before the daily inventory occurs, the inventory and reconciliation shall be done as soon as practicable upon returning to the station. If the outgoing paramedics have already left the station, one on-duty paramedic and the Company Officer from the on-duty shift may conduct the inventory and reconciliation process.
- (e) In the event that a paramedic works two consecutive shifts on the same unit, the inventory shall be performed by the paramedic and witnessed and verified by another paramedic assigned to the station, a Company Officer, or an on-duty shift member.
- (f) A controlled substance daily report and a controlled substance disposition and restock record shall be maintained on board all units. These documents shall be available for random inspection and review by the Division Chief and local, state, or federal regulatory representatives to ensure compliance.
- (g) When a controlled substance daily report is completed on the last day of the month, the Company Officers from each shift shall review the report for completeness and sign the bottom of the record. After review, the Company Officer shall forward a copy of the report, along with the corresponding controlled substance disposition and restock record, to the EMS supervisor as soon as practicable.
- (h) A copy of the controlled substance daily report and controlled substance disposition and restock record should be maintained in the station files for a period of one year. After one year, the station copies shall be shredded.

#### 503.3.1 STANDARD CONTROLLED SUBSTANCE INVENTORY

- (a) The standard complement of controlled substances shall be established by the EMS supervisor with approval of the supervising physician.
- (b) Any modification to the standard complement of controlled substances shall be justified and approved by the EMS supervisor and the supervising physician.
- (c) The supply of controlled substances will be obtained from any of the authority's automated storage and retrieval units, the authority's controlled substances vault, or other authorized source.
- (d) Only paramedics and EMS supervisors are authorized to remove controlled substances from the automated storage and retrieval unit and the controlled substances vault. A witness (paramedic, EMT, or other authorized member) is required in order to access the automated inventory control unit or controlled substances vault. When removing controlled substances from any automated storage and retrieval unit, personnel shall record:
  - 1. The patient's first and last name, sex, and date of birth (when known).
  - 2. Unit identification number and the Patient Care Report (PCR) number.

## *Controlled Substance Accountability*

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3. The incident number.
4. Any additional pertinent information may be entered into comments field.
- (e) When a controlled substance is received, the paramedic receiving the drug must immediately secure the drug into the locked mechanism on the unit.

### **503.4 CONTROLLED SUBSTANCE ADMINISTRATION AND DOCUMENTATION**

- (a) Only paramedics and EMT-Intermediates shall administer controlled substances. Each time a controlled substance is administered to a patient, the drug, dose, and administration route shall be documented on the PCR in compliance with applicable guidelines. In addition, the following information shall be recorded on the controlled substance disposition and restock record:
  1. Date of administration
  2. Incident number associated with the event
  3. PCR number
  4. Patient's full first and last name (when known)
  5. Drug and dose administered
  6. Printed first and last name and signature of paramedic who administered the controlled substance
  7. Date and source of the medication resupply
- (b) If the entire amount of a controlled substance is not administered by the transporting paramedic, a licensed staff member for the hospital that received the patient shall witness the proper disposal of the remaining amount. The hospital staff member's signature must be obtained on the controlled substance disposition and restock record. If waste of a controlled substance occurs at the incident, another paramedic or Company Officer must witness the waste and sign the record.
- (c) When a controlled substance is restocked, the following information shall be entered on the controlled substance disposition and restock record on the line immediately below the corresponding patient information:
  1. The date
  2. The restock source
  3. The full name of the paramedic who restocked the controlled substance into the Narc Box® for proper storage and accountability.

#### **503.4.1 ADDITIONAL DOCUMENTATION FOR TRANSFERS**

If a controlled substance is administered and the care of the patient is transferred to a transporting paramedic who resupplies the administering unit, the information listed above must appear on the controlled substance disposition and restock record of the administering and transporting unit that provided the drug for restock, in addition to the unit identification of both the units.

## *Controlled Substance Accountability*

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If a paramedic transfers the care of a patient to a transporting paramedic prior to the administration of the entire dosage of a controlled substance, any remaining controlled substance shall not be provided to the transporting paramedic. If additional medication is needed after the patient care transfer, the controlled substance shall be used from the inventory of the transporting paramedic.

### **503.5 CONTROLLED SUBSTANCE SUPPLY AND RESUPPLY**

- (a) The Operations Chief or designee shall coordinate with the supervising physician to ensure a completed DEA Form 222 is submitted to the designated authority supplier to order controlled substances in order to maintain established levels.
- (b) Upon receipt of the controlled substance from the supplier, the Company Officer or the designated paramedic shall inventory the controlled substance received to ensure that the type and quantities ordered match the type and quantities received and are reflected on the corresponding DEA Form 222 (21 CFR 1305.12; 21 CFR 1305.13).
- (c) The Company Officer or the designated paramedic will immediately place the controlled substance in the controlled substance vault or automated storage and retrieval unit and ensure that inventory is reconciled with any electronic data files.
- (d) The Company Officer or the designated paramedic will inventory the controlled substance vault and any automated storage and retrieval units weekly to ensure the existing inventory is reconciled with any electronic data files. The record of these inventories is to be printed and maintained as provided in the records retention schedule and for a minimum of three years (21 CFR 1304.04; OAR 166-200-0350; OAR 166-150-0115).
- (e) Any inventory or reconciliation discrepancies shall immediately be brought to the attention of the Division Chief and the supervising physician, and a DEA Form 106, Report of Theft or Loss of Controlled Substances, shall be completed and submitted, if required (21 CFR 1301.76).

#### **503.5.1 UNIT RESUPPLY**

The transporting unit or other authority unit on-scene shall then be responsible for obtaining the resupply from the authority's automated storage and retrieval unit or other authorized supply source.

An administering paramedic may opt to obtain the resupply of a controlled substance from the authority's automated storage and retrieval unit or other authorized source any time it is operationally appropriate instead of resupplying from the transporting or other on-scene authority unit.

Resupply from a non-authority unit is not authorized. If the care of a patient is transferred to a non-authority unit, the administering paramedic will obtain the resupply from the authority's automated storage and retrieval unit or other authorized source.

### **503.6 ACCOUNTING FOR EXPIRED OR DAMAGED CONTROLLED SUBSTANCES**

Controlled substances due to expire or that are damaged may be replaced as follows:

## *Controlled Substance Accountability*

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- Note the expiration date or damage, the date of replacement, and the source of restock on the authority's controlled substance NarcBox main vault for proper disposition and restock record..
- Place the expired drug or damaged container in the supplied envelope and label with the type of drug, dosage, unit identifier, and name of the paramedic who returned the drug and the date.
- Put the envelope in the locked return drug box to be returned to the designated supplier.

This process may also be used to replace controlled substances due to expire.

### **503.7 ACCOUNTABILITY**

The Division Chief should:

- (a) Review the controlled substance daily reports and the controlled substance disposition and restock records monthly for completeness, compliance with established procedure, consistency with the data entered, comparison to the signatures on file, and any other issues that may require follow-up or investigation.
- (b) Create, complete, maintain, and annually update the authority's signature log.
- (c) Randomly inspect controlled substance daily reports and the controlled substance disposition and restock records on units for completeness, compliance with established procedure, consistency with the data entered, comparison to the signatures on file, and any other issues that may require follow-up or investigation.
- (d) Ensure copies of controlled substance daily reports and the controlled substance disposition and restock records are maintained as provided in the records retention schedule and for a minimum period of three years (21 CFR 1304.04; OAR 166-200-0350; OAR 166-150-0115).
- (e) Notify the responsible Company Officer of any item that deviates from this policy.

# Advance Health Care Directives

## 506.1 PURPOSE AND SCOPE

This policy identifies the circumstances and types of documents required for authority Emergency Medical Services (EMS) members to withhold or withdraw resuscitative or life-sustaining measures based on the Oregon Health Care Decisions Act.

Nothing in this policy should be interpreted to limit EMS members from relieving an airway obstruction.

### 506.1.1 DEFINITIONS

Definitions related to this policy include:

**Advance health care directive (or Advance Directive)** - A document that contains a health care instruction or a power of attorney for health care (ORS 127.505).

**Attorney-in-fact** - An adult appointed to make health care decisions for a principal under a power of attorney for health care and includes an alternative attorney-in-fact (ORS 127.505).

**Do Not Resuscitate (DNR)** - A document that directs a health care provider not to make resuscitative efforts, such as chest compressions, defibrillation, assisted ventilation, basic airway adjuncts, advanced airway adjuncts (e.g., endotracheal tube, Combitube®), cardiotoxic medications, or other medications or means intended to initiate a heartbeat or to treat a non-perfusing rhythm. A DNR includes:

- An Advance Directive that directs the withholding of life sustaining or resuscitating measures.
- An order written by a physician or a patient in hospice care, a skilled nursing facility, or other licensed care facility.
- A Physician Orders for Life-Sustaining Treatment (POLST) Form.

**Health care representative** - An attorney-in-fact, a person designated in a written power of attorney for health care to make health care decisions, or a guardian or other person appointed by a court to make health care decisions (ORS 127.505).

**On-Line Medical Direction (OLMD)** - The direction provided by a physician to pre-hospital emergency medical care providers through radio, telephone, or other real-time communication (OAR 333-200-0010).

**Palliative care** - The total care of patients who are not responsive to curative treatment, designed to achieve the highest quality of life possible.

**Patient Care Report (PCR)** - An Oregon Health Authority-approved paper form or electronic field data format (ePCR) that is completed by an EMS provider or ambulance-based clinician for all patients receiving pre-hospital assessment, care, or transportation to a medical facility (OAR 333-250-0205).

## *Advance Health Care Directives*

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**Physician Orders for Life-Sustaining Treatment (POLST) Form** - A form available statewide that allows an individual to express his/her desires concerning resuscitation and various resuscitation modalities.

### **506.2 POLICY**

It is the policy of the Western Lane Fire and EMS Authority that EMS members honor DNR/POLST directives regarding pre-hospital life-sustaining treatments.

### **506.3 GUIDELINES**

The following guidelines should be used by members who are presented with a DNR/POLST directive:

- (a) EMS members shall honor a DNR/POLST directive when it can be reasonably established that the patient is the subject of the DNR/POLST directive and either:
  - 1. EMS members have identified a DNR/POLST directive as defined in this policy.
  - 2. EMS members have personally seen the DNR/POLST directive in the patient's medical record in a health care facility and they reasonably believe it has not been revoked.
- (b) DNR/POLST patients should receive non-resuscitation-related palliative care and other comfort measures as identified in the directive.
- (c) A DNR/POLST directive shall be disregarded if the patient requests resuscitative measures.
- (d) EMS members may accept a verbal directive to withhold or withdraw resuscitative measures under the following circumstances:
  - 1. A licensed physician identified as the patient's physician and present with the patient gives a verbal order and writes the DNR/POLST directive on the PCR and signs it. The physician's name, address, telephone number, and medical license number must be recorded on the PCR.
  - 2. The EMS member contacts the POLST registry and speaks with registry staff and verifies both pertinent information regarding the patient's identity and also POLST orders (OAR 333-270-0050). The EMS member shall contact OLMD for direction regarding POLST directives and/or resuscitative measures.
- (e) When EMS members honor a DNR/POLST directive, they should note on the PCR that a DNR/POLST directive was presented and honored, and shall document the circumstances surrounding the DNR/POLST directive on a PCR.
- (f) OLMD contact should be made and consulted, and resuscitation initiated:
  - 1. If there are any questions concerning the validity of the DNR/POLST directive.
  - 2. If a DNR/POLST directive is incomplete or not signed.
  - 3. When a document other than those noted in this policy is presented.
  - 4. Any time EMS members have concerns or require assistance.

## *Advance Health Care Directives*

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- (g) DNR/POLST patients who are in cardiopulmonary arrest should not be transported. EMS members shall contact local law enforcement and/or the coroner's office to report the death and should support family members on-scene, as appropriate.
- (h) DNR/POLST patients who decline transport to the hospital, including patients for whom transport is declined on their behalf, should not be transported. EMS members shall be required to preserve the patient's privacy, respect, dignity, comfort, and hygienic care before leaving the scene.
- (i) If a DNR patient is transported to a hospital, the following shall apply:
  - 1. A valid DNR/POLST directive shall be honored during transport of the patient.
  - 2. The DNR/POLST Form should accompany the patient.
  - 3. The health care representative (if applicable) should accompany the patient to the hospital.



# Latex Sensitivity

## 507.1 PURPOSE AND SCOPE

The purpose of this policy is to establish procedures to ensure that all authority members are aware of the potential for severe allergic reactions caused by contact with products containing latex and how to mitigate patient exposure.

### 507.1.1 DEFINITIONS

Definitions related to this policy include:

**Latex sensitivity** - Allergic reactions after exposure to products containing latex/natural rubber (e.g., balloons, rubber gloves, other consumable medical products or medical devices).

## 507.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority that members shall take precautions and follow the latex sensitivity policy any time members are advised that a patient is known to have a latex sensitivity. When the use of a latex product is unavoidable, reasonable precautions shall be taken to prevent a latex sensitivity reaction in a patient.

## 507.3 PROCEDURE

If treating members are aware that a patient has a history of latex sensitivity, efforts to minimize exposure should be initiated. If a patient begins exhibiting signs of latex sensitivity or anaphylaxis, members should immediately initiate medical treatment and make reasonable efforts to minimize additional exposure to latex products.

If time permits before the loading the patient into the ambulance, the interior surfaces should be wiped down with a wet towel to reduce the presence of powder that contains latex proteins. All members wearing latex gloves should cover them with a pair of non-latex gloves. Latex gloves should not be removed as this can put dust or powder in the ambient environment for up to five hours. Members should provide a barrier between equipment and the patient by covering all latex-containing medical devices with stockinette or plastic wrap.

All non-essential equipment should be stored in closed compartments. Care should be taken to remove or replace latex-containing caps from medication vials and to keep intravenous (IV) ports covered to prevent injections. Latex dressings and IV tourniquets should not be used.

Treating members should notify the designated hospital receiving center that a latex-sensitive patient is en route to the facility, and should document the patient's sensitivity and patient management (e.g., Nitrile gloves, plastic wrap on blood pressure cuff) on the Pre-Hospital care report form as appropriate. This information should also be communicated to the hospital staff immediately upon arrival.

Field units should strive to carry the following latex-free equipment:

- Nitrile exam gloves

## *Latex Sensitivity*

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- Airway equipment (e.g., bag valve masks, oxygen masks, nasal cannulas, oral airways, suction catheters)
- Plastic or soft cloth tape
- Stockinette or plastic wrap to use as a barrier on medical equipment (e.g., blood pressure cuff, splints, stethoscopes)

Care should be taken to avoid storing uncovered latex gloves with other medical and/or airway equipment.

*Collective Bargaining Agreement*  
*Between*  
*Western Lane Fire and EMS Authority*  
*And*  
*International Association of Firefighters*  
*Local 851*

*JULY 1, 2025 – JUNE 30, 2028*



## Table of Contents

Preamble .....	1
Article 1 – Recognition.....	1
Article 2 – Union Security .....	1
Article 3 – Union Representation .....	2
Article 4 – Authority Security, Strikes, and Lockouts .....	2
Article 5 – Management’s Rights.....	3
Article 6 – Probationary Period .....	3
Article 7 – Seniority .....	4
Article 8 – Hours of Work and Overtime .....	6
Article 9 – Callback .....	8
Article 10 – Schedule Change .....	10
Article 11 – Trade Time.....	10
Article 12 – Outside Employment.....	11
Article 13 – Temporary Assignment .....	11
Article 14 – Medical, Dental, and Vision Insurance .....	12
Article 15 – Wages and Incentives.....	13
Article 16 – Education and Career Development .....	14
Article 17 – Long-Term and Short-Term Disability.....	16
Article 18 – Worker’s Compensation.....	16
Article 19 – Accidental Death and Dismemberment .....	16
Article 20 – Family Leave .....	17
Article 21 – Bereavement Leave.....	17
Article 22 – Military Leave .....	17
Article 23 – Jury Duty and Court Witness .....	17
Article 24 – Leave without pay .....	18
Article 25 – Discipline .....	19
Article 26 – Grievance Procedure.....	20
Article 27 – Payroll Deductions.....	21
Article 28 – Sustenance .....	21
Article 29 – Retirement .....	21
Article 30 – Paid Time Off Program .....	22
Article 31 – Sick Leave .....	23

Article 32 – Uniforms.....	24
Article 33 – Work Equipment Reimbursement.....	24
Article 34 – Safety.....	25
Article 35 – Drug and Alcohol Testing.....	25
Article 36 – Wage and Leave Accrual Conversion.....	31
Article 37 – Modification .....	31
Article 38 – Savings Clause .....	32
Appendix A – Wages.....	34

## Preamble

This Agreement is entered into by the Western Lane Fire and EMS Authority (Authority) and the International Association of Firefighters Local No. 851 (Union). This Agreement is entered into for the purpose of setting forth the full and complete agreement on wages, hours, and other conditions of employment as defined in ORS 243.650(7) and the establishment of an equitable and peaceful procedure for the resolution of disputes.

The parties have elected to administer labor relations and the collective bargaining agreement as a single wall-to-wall unit. The parties believe it is in the public interest and in the economic interest of both the Authority and the Union to gain the efficiencies of one contract, in view of the size of the Authority and number of employees involved.

## Article 1 – Recognition

- 1.1 The Authority recognizes the International Association of Firefighters Local 851 as the exclusive representative of all regular full-time Firefighter/EMTs, Firefighter/Paramedics, Lieutenants, and Captains employed by the Authority.
- 1.2 Part time, volunteers, and temporary full-time employees are not covered by this Agreement. The use of temporary employees will not result in the loss of any regular IAFF positions. The Authority will give the Union fourteen (14) days' notice before hiring any temporary employee, including what work the temporary employee will be performing, unless the Authority has a business need to hire prior to fourteen (14) days.

## Article 2 – Union Security

- 2.1 Upon written authorization by the employee, the Authority shall make monthly deductions from the employee's wages of the amount designated by the Union as regular and uniform Union dues, assessments, and initiation fees. Such deduction shall be made from the first paycheck of each month and transmitted monthly to the Union within ten (10) business days.
- 2.2 The Union shall hold the Authority harmless against any claim or suits brought against the Authority as a result of this Article. The Authority shall correct any errors within thirty (30) days of their verification. The Union shall provide the Authority prior written notice of at least one month of any change in dues amounts.
- 2.3 In the event the Authority creates a new classification that is properly placed within the bargaining unit, it will provide the Union with written notice of same and a job description no less than thirty (30) calendar days prior to filling the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new bargaining unit classification if it has been properly classified into the bargaining unit.

## Article 3 – Union Representation

- 3.1 Up to two (2) Union representatives shall be allowed to attend meetings with the Authority, without loss of pay, to negotiate labor contracts between the Authority and IAFF Local 851, provided that such time off falls within their regular work schedule.
- 3.2 A representative shall be allowed time off with pay as may be required to attend meetings with management, meetings scheduled under the grievance procedure, or disciplinary interviews or hearings provided that such time off falls within their regular work schedule.
- 3.3 With Authority approval, Union representatives may be allowed time off for other Union functions or training programs, provided that if the representative taking time off is on duty, relief shall be provided by the Union at the Union's expense.
- 3.4 The Authority will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work under the provisions of section 3.3.
- 3.5 The Union may conduct Union meetings at Authority facilities with advanced written notice and upon the approval of the Fire and EMS Chief. Such meetings will not conflict with the scheduled duties of on-duty personnel.

## Article 4 – Authority Security, Strikes, and Lockouts

- 4.1 The Union will not initiate nor engage in, and no employee(s) will participate nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. Bargaining unit employees participating in the above-described will be subject to the disciplinary process. The Authority will not lock out employees during the term of this Agreement, provided, however, that the Authority will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the Authority's judgment, to warrant continuation of part or all of its operations. Employees, while acting in the course of their employment, shall not honor any picket lines established by any labor organization.
- 4.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the Authority shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the Authority's request in writing.
- 4.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work, which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the Authority for the unauthorized activity of the employees involved.

4.4 Violation of this Article will subject an employee to immediate discipline and discharge without recourse to the grievance procedure.

## Article 5 – Management’s Rights

5.1 The Authority shall retain all rights and privileges except as specifically restricted by other provisions of this Agreement. Authority rights include but are not limited to the right to:

- a. Determine its mission, establish policy, and set forth all standards of service.
- b. Plan and direct all aspects of work including the determination of the operations or services to be conducted.
- c. Determine the methods, means, and number of personnel needed.
- d. To schedule and assign work.
- e. Hire, assign, promote, lay-off, and take disciplinary action for just cause.
- f. Make, publish, and enforce rules and regulations.
- g. Introduce new or improved methods, equipment, or facilities.
- h. Contract for goods and services.

5.2 Management’s rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

5.3 The Authority is not limited or restricted by past practice, rule, regulation or custom in making changes in policy, procedure, rules or regulations to carry out the mission of the Authority. However, changes in mandatory subjects of bargaining which are not consistent with past practice shall be subject to negotiations pursuant to ORS 243.650 *et seq.* If the proposed change is dictated by business necessity, the Authority may implement the change. Past practices are those practices in effect as of the date of execution of this Agreement. In case of disagreement between the parties on the bargaining obligation of the Authority, the dispute shall be submitted to the Employment Relations Board.

## Article 6 – Probationary Period

6.1 All newly hired employees shall be deemed on probation from the last date of hire for at least twelve (12) consecutive months of full-time employment thereafter in order to demonstrate their qualifications to do the work to the Authority’s satisfaction. In determining such twelve (12) months of service, time spent in training and schools, away from the Authority and not related to the Authority shall not be included. The Authority shall evaluate the probationary employee’s performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation, in writing, so stating which shall not be



withheld unreasonably, or a memo from the Fire and EMS Chief stating that the probationary performance has been satisfactory.

- 6.2 In the case of new hires, the Authority, in its sole discretion, may discipline, discharge, or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees for any reason, including but not limited to layoff, bumping and recall. However, an employee shall be granted classification, as well as bargaining unit seniority, retroactive to the last date of hire as a full-time employee upon successful completion of probation.
- 6.3 Employees who are promoted into a higher paying classification within the bargaining unit will be required to serve a promotional probationary period of twelve (12) months in that classification. If the Authority determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to his/her former position and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure. Provided, however, that before the Fire and EMS Chief finalizes a decision that the promoted probationary employee should be returned to a lower classification, the Fire and EMS Chief shall notify the employee of that conclusion and the concerns upon which it is based and afford the employee and the union an opportunity to discuss with the Fire and EMS Chief to afford the employee additional opportunity. The Fire and EMS Chief's decision in this circumstance is administrative and not disciplinary.
- 6.4 The probationary period for all employees may be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.
- 6.5 The Authority in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three (3) months, if the Authority determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the Authority shall notify the employee of such extension in writing.

## Article 7 – Seniority

- 7.1 Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined by position on the hiring list, if applicable. For all other bargaining unit members hired on the same date, respective seniority shall be determined by lot.
- 7.2 Classification seniority means the length of continuous service since the employee's promotion or appointment to a classification. Classification seniority for each classification held is retained even though the employee is promoted to a higher classification.
- 7.3 Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have their unit and classification seniority dates computed on the basis of the periods of time served in the bargaining unit and in classifications within the bargaining unit. In

the event of such a transfer or promotion, the employee's vacation and sick leave banks will be carried over and his/her vacation accrual shall be based on years of service with the Authority, rather than years of service in the bargaining unit. Employee seniority dates shall also be adjusted for periods of unpaid leaves of absence, in accordance with Article 24.

#### 7.4 Seniority shall apply to the following employment decisions:

##### a. Layoffs

In the event of a reduction in the work force, the Authority will determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification.

Employees to be laid off shall receive at least thirty (30) days' written notice of layoff. The Union will be copied on all employee layoff notices. An employee laid off from his/her job classification will be entitled to bumping rights as set forth below.

##### b. Bumping

Employees who have received notice of layoff or who have been promoted out of the bargaining unit and receive notice of layoff, shall have the right to bump less senior employees in lower classifications, provided:

The employee is qualified to perform the job duties of the lower classification; and

The employee notifies the Fire and EMS Chief of his/her intention to bump in writing within ten (10) days of the date he/she physically receives written notification of layoff. Employees bumping to a position not held by them for the past twenty- four (24) months shall serve a six (6) month probationary period.

##### c. Recall

Employees who have been laid off or have bumped to a lower classification shall have the right to be recalled to their previously held classification for a period of twenty-four (24) consecutive months from date of layoff. To assist in this process, the names of employees who have been laid off or bumped to lower classifications shall be entered on recall lists for each classification covered by this Agreement in order of classification seniority. Employees shall be recalled in order of classification seniority, with the employee who has the most seniority in the classification affected being recalled first and continuing in that order.

If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.

It is the responsibility of employees on layoff status to maintain a current address on file with the Authority. The Authority will notify employees of recall by certified letter mailed to the employee's last address on file.

##### d. Vacation Scheduling

In the event of a conflict in vacation scheduling, preference in vacation scheduling is by bargaining unit seniority.

#### e. Breaks in Seniority

Seniority will be broken and the employment relationship will be terminated if any of the following events occur:

- i. Voluntary resignation or retirement.
- ii. Discharge of a regular employee for just cause or a probationary employee “at will”.
- iii. Layoff or continuous absence from work due to off-the-job injury or illness for more than six (6) consecutive months, unless otherwise required by law.
- iv. Failure to notify the Fire and EMS Chief of intent to return to work pursuant to a written recall notice sent by certified mail, return receipt requested, to the last address provided to the Authority through personnel records within ten (10) calendar days of receipt of notification or fourteen (14) days of mailing, whichever occurs later.
- v. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work.
- vi. Absence from work due to an on-the-job injury/illness in accordance with ORS 656.
- vii. Job abandonment, which is defined as being absent for three (3) consecutive shifts without Authority approval.

## Article 8 – Hours of Work and Overtime

8.1 Standard Work Shift – The standard work day shall be twenty-four (24) hours, from 0800 to 0759 the second day. Work Shifts will be scheduled forty-eight (48) consecutive hours on, ninety-six (96) consecutive hours off, for a standard fifty-six (56)-hour workweek. Except in the case of holdover or emergency callback, no employee shall work in excess of 72 continuous hours of Fire/EMS operations duty without an off-duty period of at least 12 hours and at least 48 consecutive hours off-duty time in each seven-day period. This requirement may be waived by the Fire and EMS Chief or his/her designee in an emergency situation. No employee shall be required to report on callback when the employee is too fatigued to function safely. This hours limitation shall not apply to personnel who are assigned to a conflagration or other non-mutual aid or emergency assignment outside the Authority.

8.2 If the Authority has concerns about or a business need to change the schedule, the Union agrees to meet with the Authority to discuss alternative schedules or other options for addressing the concern or need.

8.3 Standard Workweek – The standard workweek begins at 0800 hours Sunday and ends at 0759 hours the following Sunday.

- 8.4 Overtime - The Authority shall pay time and one half for hours worked more than forty (40) per seven (7)-day work cycle for employees on a forty (40) hour/week schedule (40-hour employees). The Authority shall pay time and one half for hours worked more than 212 hours per 28-day work period for employees designated as FLSA 207(k) exempt (56-hour employees). All hours are considered hours worked for the purpose of calculating overtime.
- 8.5 The Union agrees to meet and confer with the Authority to review vacation and sick leave abuse policies, and to work with the Authority to address any abuse issues, including those that lead to overtime abuse.
- 8.6 Extra duty shifts shall be compensated at the overtime rate of time and one-half times the regular hourly rate.
- 8.7 Compensatory time shall be accrued in lieu of overtime at the employee's request. Employees may carry a maximum of 72 hours of compensatory time at any time. Comp time use may be scheduled in the same manner as vacation leave. Compensatory time shall be used within the fiscal year that it was accrued.
- 8.8 Full time bargaining unit members will have first choice for all overtime when there are six (6) or fewer positions filled by career personnel.
- 8.9 Minimum staffing at Station 1 will include one (1) Company Officer or AIC and one (1) Firefighter/Engineer. Minimum staffing at Station 2 will include one (1) Company Officer or AIC. Total minimum staffing will be six (6) career personnel. There shall be a minimum of three (3) paramedics on duty at any time of which one must be certified as a critical care paramedic or equivalent.
- 8.10 When the Authority has determined there is a need for additional personnel, the following process will be utilized:
- a. In order to make additional duty shifts available to all employees full or part-time, the Authority shall schedule shifts using Aladtec or other scheduling software. Open shifts for the following month will be filled by the 16th of the month prior. An Overtime List will be created to distribute overtime opportunities equitably. Initial sign up shall be by seniority. New hires shall be placed at the bottom of the list. Full time bargaining unit members will have first choice for all overtime.
- 8.11 When a shift is open due to illness or last-minute vacation approval, supervisors will do a "send coverage alert" to all qualified employees (full and part-time) for the open shift. Employees must notify the acting supervisor via text or phone if they are interested and/or signed up for the shift. If notification of the open shift is fourteen (14) hours or greater prior to the start of the shift, supervisors will give at least two (2) hours for all employees to respond to a Find Coverage Alert. If there is less than fourteen (14) hours prior to the start of shift (22:00 hours or later), supervisors may fill the shift on a first come first serve basis. Every effort should be made if possible to follow the Overtime List.
- 8.12 Working from the top down, each employee on the list will have the choice of working the shift. If an employee works the shift their name moves to the bottom of the Overtime List. Employees may

request to work the hours as extra duty or standby. Management reserves the right to require the hours to be worked as extra duty.

- 8.13 If no bargaining unit members elect to work the available overtime, an overtime shift may, at the discretion of the Authority, be filled with a mandatory overtime action or with qualified part-time employees or volunteers.
- 8.14 An employee can only refuse mandatory overtime if he/she is physically incapacitated or the mandatory overtime creates an undue hardship. The employee must provide the reason for refusing the mandatory overtime. The Authority retains the right to determine if the reason constitutes an undue hardship.
- 8.15 Once an employee has been drafted to mandatory overtime work, he/she will be exempted from drafts until all other available employees have been drafted.
- 8.16 A draft of eight (8) or more mandatory overtime hours constitute a rotation to the bottom of the list.
- 8.17 During periods of frequent leaves, the Authority may hire temporary full-time relief personnel and use them to cover shifts prior to hiring other employees on overtime. If an employee is on injury leave for three (3) shifts, the Authority may hire qualified part-time employees for the remainder of the leave.
- 8.18 In situations where adequate notice of an absence is not given or when an employee is tardy, the Authority shall have the right to holdover employees on shift until they are relieved of duty by a regular scheduled employee or an employee called back for an extra shift. Employees will be held over in inverse order of seniority within the required job classification. If the least senior employee(s) has already been held over during the calendar month, the next least senior employee will be held over.
- 8.19 Staff Meetings – If employees are required to attend staff meetings while off duty, they shall be compensated at the time and one-half rate.

## Article 9 – Callback

- 9.1 Call back time for other than scheduled shifts or for periods of less than twenty-four (24) hours shall be compensated at the one and one-half times the regular hourly rate.
- 9.2 A minimum of two (2) hours shall be paid for incidents requiring call back or mandatory meetings.
- 9.3 Bargaining unit employees will be given preference, in seniority order, for call back of dispatched emergencies.
- 9.4 Compensatory time may be earned for call back at the time and one half (1-1/2) rate.



## Article 10 – Schedule Change

10.1 An employee shall be provided fourteen (14) days advance written notice of change in assigned schedule except as follows:

- a. Emergency Schedule Change: If the change is the result of a condition that could not have reasonably been anticipated fourteen (14) days in advance, such as the illness or termination of another employee, the Authority need not provide the fourteen (14) days' notice.
- b. If a schedule change is made without fourteen (14) days advance notice the Authority shall pay the first shift worked at the overtime rate.

## Article 11 – Trade Time

11.1 The Authority will allow employees to trade work time for each other so long as:

- a. The person working the trade time is qualified to fill the position.
- b. The person who will be absent will give reasonable prior notice to the shift supervisor or a Chief Officer.
- c. The practice of trading time does not affect an employee's training requirements or the ability to do the work assigned to his/her position.
- d. The trade time is not utilized for the purpose of acquiring a call back shift; and,
- e. Trade time is not utilized so as to result in an employee being paid for or working more than 72 consecutive hours. Time worked in trade for another person will not constitute "time worked" for purpose of the FLSA or Oregon law as long as the request for trade time originates with an employee, and not the employer.
- f. The trade will not result in overtime.

11.2 An employee who accepts a trade and the responsibility to work a particular shift must either work the shift or find another employee to work the trade shift. If the employee who accepted the trade calls in sick, his/her sick leave will be charged, unless he/she finds a replacement.

11.3 No person who has used sick or disability leave time in lieu of working his/her regularly scheduled shift shall be entitled to work a trade shift during the 48-hours following that use of leave time.

11.4 The Authority shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.

11.5 A trade is an exchange of shifts between two employees. Simply moving a scheduled shift to another day is not considered a trade as defined by FLSA.

## Article 12 – Outside Employment

12.1 Employees shall notify the Fire and EMS Chief, or designee, in writing of secondary employment and changes in the status of the secondary employment. Employees shall follow these general guidelines on securing secondary employment:

- a. The employee shall not secure secondary employment that conflicts with assigned duties in the Authority.
- b. The employee shall not secure secondary employment that would have a negative impact on the employee's work performance.

12.2 The Authority is considered to be the primary employer and if the Fire and EMS Chief believes a conflict exists with the secondary employment, she/he shall discuss the situation with the employee. The Fire and EMS Chief will then either approve or deny the secondary employment based upon his/her non-arbitrary discretion.

## Article 13 – Temporary Assignment

13.1 In the absence of a supervisor, qualified bargaining unit members will be assigned, with supervisor approval, to Act in the Capacity (AIC) of the absent position. Bargaining unit employees assigned to work in a higher classification, and who are qualified to perform in the higher classification, for more than four (4) hours, or on drills or call-back in the absence of an officer, shall be paid at the rate for the higher classification. Employees shall be compensated at the higher rate for all hours spent in the AIC assignment, rounded to the nearest quarter hour.

13.2 In the absence of a qualified bargaining unit member, qualified part time employees or volunteers will be assigned, with Chief officer approval, to Act in the Capacity of the absent position.

13.3 If the Authority has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list may be promoted into the position until the employee who was absent returns to his/her permanent position.

13.4 Qualifications to AIC are as follows:

- a. The employee shall meet all minimum qualifications of the higher job description.
- b. The employee has shown ability to lead the day-to-day operations in and around the Station.
- c. The employee has completed the relevant Task Book.

13.5 Members who are not on top step will be compensated at their step of the higher classification.



## Article 14 – Medical, Dental, and Vision Insurance

- 14.1 Regular full-time employees are eligible for medical and dental and vision insurance coverage on the first day of the month following 30 days of employment.
- 14.2 If the insurance carrier no longer provides coverage for the local area, the parties involved will negotiate the replacement carrier and plan that is comparable to the current plan.
- 14.3 Employees will pay five percent (5%) and the Authority ninety five percent (95%) of the premium amount for health, vision, and dental insurance.
- 14.4 Effective July 1, 2025, employees medical and dental insurance will be provided through the Oregon Fire Chiefs Association. The medical plan, which is currently titled Medical Option 1, has a \$500 annual deductible for individuals and a \$1,500 annual deductible for families. The annual maximum out-of-pocket in-network is \$2,500 for an individual and \$5,000 for a family. The dental plan has a \$25 annual deductible for individuals and a \$75 annual deductible for families, with an annual out-of-pocket maximum of \$1,500 per member. The Authority retains the right to discontinue this insurance plan and substitute an alternative plan with comparable benefits and costs to participating employees.
- 14.5 Insurance Waiver – The Union and the Authority both waive their right to bargain or grieve if the insurance carrier, in its sole discretion, makes changes in the insurance plan benefit level during the term of the agreement, notwithstanding the above changes made by the carrier that increase the “maximum out of pocket” expense for the basic medical plan benefits by more than 51%, either party may request negotiations.
- 14.6 For all employees eligible for health insurance, the Authority will make the following lump sum contributions to an HRA/VEBA account:
- a. On July 1, 2025 and every July 1 following during the life of this contract, \$2,000 for employees with employee only coverage under the health insurance plan and \$4,000 for all other employees in the health insurance plan.
- 14.7 If the premium costs for health, dental, and vision insurance increase by more the ten percent (10%) in a single year in which this contract is in effect, the Authority and employee will equally (50/50) split the amount of the increase over ten percent (10%).
- 14.8 The Authority will provide members with a basic LifeMed membership or an equivalent program.
- 14.9 Those members who decline health, dental, and vision insurance through WLFEA will receive \$300.00 each month deposited into their HRA-VEBA account.
- 14.10 The Authority will provide yearly Life Scan assessments as outlined in Chapter 2 of the WFI manual and in accordance with NFPA 1582 at no cost to the employee. The participation is mandatory and is non-punitive and confidential with the employee and provider. Newly hired employees will have a

Life Scan within the first six (6) months from date of hire. Current employees will have initial Life Scans within one (1) year of July 1, 2025.

- 14.11 The following age-based schedule will be followed for Life Scan assessments for all employees: Employees 52 years or older will have yearly Life Scans performed, employees 40-50 years of age will have Life Scans every two years, employees less than 40 will have Life Scans every three years. These exams will be at no cost to the member. If the District is unable to schedule a member's physical while on duty, and the member is to attend off duty, they will be compensated at the overtime rate.

## Article 15 – Wages and Incentives

### 15.1 Base Salary

- a. Employees shall be paid the base wages set forth as Appendix A – Wages.
- b. Effective on July 1, 2025 all bargaining unit members shall receive a wage increase of four per cent (4%).
- c. Effective on July 1, 2026 all bargaining unit members shall receive a wage increase of three percent (3%)
- d. Effective on July 1, 2027 all bargaining unit members shall receive a wage increase of three percent (3%).

### 15.2 Step Assignment

- a. All regular full-time employees may be hired at any Step deemed appropriate by the Authority within their appropriate classification and in accordance with State or Federal law.
- b. Appropriate step increases will be awarded each year (12 months) from the employee's date of hire, and on the subsequent anniversary date. Employees with a hire date from January to June and due a step raise will receive their step raise on July 1, 2025 and subsequent step raises on their anniversary date. Employees hired within the months July to December will receive their following step raises on the anniversary of their hire date.
- c. Bargaining unit members promoted within the Captain, Lieutenant, and Firefighter/Paramedic classifications will move to the first step higher than their current base wage which results in a minimum of a 2% wage increase.

- 15.3 Degree/Certificate Incentives: Employees shall be paid the following incentives based on their base wage. (Any degree must be awarded from a nationally or regionally accredited university or college. Educational incentives for Associate's, Bachelor's, or Master's degrees are not cumulative.

- a. Associates Degree: 3% of base salary (excludes EMS degree if Paramedic)
- b. Bachelor's Degree: 5% of base salary
- c. Master's Degree: 7% of base salary
- d. Critical Care Paramedic: 4% of base salary

- e. Engineer (excluding Officers): 3% of base salary (Requires NFPA Fire Apparatus Driver/Operator (Driver) and NFPA Apparatus Equipped with Fire Pump (Pumper).
- f. Paramedic (Officers): 8% of base salary

#### 15.4 Field Training Officer

- a. With the approval of the Fire and EMS Chief the Training Division Chief may assign up to one employee from each shift to be a Field Training Officer (FTO). Duties performed on behalf of the Training Division as an FTO are expected to be done while on shift.
- b. Individuals assigned as an FTO will receive an additional three percent (3%) of base wages.
- c. Assignment as an FTO will typically be for up to two years.
- d. The appointment of individuals as an FTO shall be entirely at the discretion of the Authority; any such appointment may be reassigned or discontinued by the Authority for any reason, at any point of time. Should a vacancy occur, at the Authority's discretion, the Fire and EMS Chief may choose to fill the positions using a competitive process.

#### 15.5 Conflagration /Mobilization Incentives

Employees who are certified as a NWCG wildland firefighter, engine boss, or task force leader and are deployed on an approved conflagration, mobilization or prepositioned with a Lane County Task Force will receive the following incentive applied to all regular and overtime hours for the duration of the deployment:

- a. NWCG Wildland FF1 or FF2: One (1%) percent.
- b. NWCG Engine Boss: One and one half (1.5%) percent.
- c. NWCG TFL/STL: two (2%) percent.

No incentive will be paid if the program is determined to violate provisions within the current Oregon State Fire Marshal's Mobilization Plan.

## Article 16 – Education and Career Development

16.1 The Tuition Reimbursement Program is available to all active full-time employees that have successfully completed probation and are in good standing.

16.2 Tuition reimbursement is awarded when an eligible full-time employee completes a college course with a minimum final grade of a B or higher. The Tuition Reimbursement Program is available to all eligible full-time employees actively pursuing an Associates, Bachelor's, or Master's Degree from a Nationally or Regionally accredited college or university in a relevant field of study.

16.3 A request for tuition reimbursement must be made prior to enrolling in the class. Approval of reimbursement is at the discretion of the Training Division Chief and dependent upon available funds. Reimbursement will be provided after the full-time employee has completed the class and provides documentation they received a final grade of a B or higher to the Finance / HR Manager.

Proper documentation includes a copy of a grade report, tuition receipt, and a memo from the employee requesting reimbursement.

16.4 Re-certification Training -The Authority realizes, in order for an employee to maintain their State of Oregon, National Registry, or Critical Care Technician certifications they are required to attend training, seminars, meetings, or other activities.

The Authority will pay the full and reasonable cost of up to forty-eight (48) hours every two years for EMT-Paramedic, thirty-four (34) hours every two (2) years for EMT-Intermediate or Advanced EMT, or twelve (12) hours for EMT-Basic for attending required EMS training, including registration, tuition, per diem, travel, and other related training expenses. If the training occurs during regular scheduled duty shifts, the Authority shall continue the employee's regular salary. If the training occurs on nonscheduled workdays the employee shall be compensated at the time and one-half rate for actual classroom or meeting hours. Mileage for personal vehicles will be reimbursed at the current GSA rates with pre-approval from the Fire and EMS Chief or designee.

16.5 Authority Required Training - If the Authority requires an employee to attend training and educational classes related to their job responsibilities, the Authority shall pay the full and reasonable cost of attending such activities. This includes registration, tuition, per diem, travel, and other related costs. The Authority shall also continue the employee's regular salary if such activities occur during regularly scheduled duty shifts. If attendance of such activities takes place on any non-scheduled workdays, the employee will be compensated at the time and one half rate for actual hours of class or meeting time. Travel time to and from the training venue will also be compensated at time and one half.

16.6 Optional Employee Requested Training during regular working hours - If an employee requests to attend training, meetings, or other training related activities during a duty shift, the Fire and EMS Chief may, at his/her discretion, continue to pay the employee's salary during these hours, temporarily adjust the employee's work schedule to cover time loss, or grant the time off as leave without pay. The Fire and EMS Chief may at his/her discretion pay none, all, or a portion of the cost of registration, tuition, travel, per diem, or other related costs.

16.7 Optional Employee Requested Training outside regular working hours - . The Fire and EMS Chief may at his/her discretion pay none, all, or a portion of the cost of registration, tuition, travel, per diem, or other related costs.

16.8 Paid Training - It is the responsibility of the Fire and EMS Chief to determine what employee training the Authority will pay for.

16.9 Return to Duty - Employees who attend training on a day they are scheduled for duty may be required to return to work at the end of the training.

16.10 Educational Assistance and Reimbursement - The Authority may pay the full cost (100 percent tuition and 100 percent book cost) to any employee in a course of study required for an Associate Degree in EMS. The employee must maintain a B average and complete the course. If the employee does not maintain a B average and/or fails to complete the course, the employee shall make full reimbursement for all costs to the Authority. The employee and the Authority shall sign an agreement specifying the terms of reimbursement in the event the employee is unable to maintain

a B average or complete the course. The number of employees receiving educational assistance at one time during a single fiscal year may be limited by the Authority.

## Article 17 – Long-Term and Short-Term Disability

The Authority will provide long-term and short-term disability benefits for eligible employees.

## Article 18 – Worker’s Compensation

18.1 The Authority provides benefits as required by State law for injuries and illnesses arising in the course of employment with the Authority. Employees who must take time off from work as a result of such injury or illness shall receive compensation as scheduled by law.

18.2 An employee may elect to be paid accrued sick leave benefits equal to the difference between the employee’s regular net salary and the amount of Worker’s Compensation received by the employee while unable to work due to an injury or illness covered by Worker’s Compensation until the employee’s sick leave benefits are exhausted.

18.3 Payroll liabilities such as the employee’s share of health insurance, union dues, contributions to retirement accounts, etc. shall be the responsibility of the employee. The employee may not use accrued sick leave to cover payroll liabilities.

18.3 Employees covered by Worker’s Compensation who are drawing sick leave benefits to supplement their Worker’s Compensation benefits will be credited with sick leave hours in a proportionate amount equal to the ratio of monthly Worker’s Compensation salaried benefit to the employee’s current monthly salary.

18.4 Employees on disability leave may be eligible for limited-duty assignments. The Authority shall determine the assignment or assignments available at any particular time and the duration, consistent with applicable law. Limited-duty assignments may be made by the Authority.

## Article 19 – Accidental Death and Dismemberment

19.1 The Authority shall provide a \$50,000 group life and \$50,000 accidental death and dismemberment plan, and a \$25,000 Accident and Health policy for all regular employees.

19.2 In addition, the current plan provides a \$5000 life insurance for a spouse and \$5000 life insurance for each child.

## Article 20 – Family Leave

20.1 Employees will be granted family leave and parental leave in accordance with state and federal law.

20.2 Employees may utilize all or a part of their accrued vacation or sick time to supplement their Paid Leave Oregon Benefits. Employees may utilize sick time once their vacation time is exhausted

## Article 21 – Bereavement Leave

21.1 Bereavement leave will be granted to any regular full-time employee without loss of pay following notification of the death in the immediate or extended family (as defined by state and federal law).

21.2 Employees will be paid for any regularly scheduled duty shifts that occur during their bereavement leave to a maximum of two (2) twenty-four (24) hour shifts.

21.3 For instances requiring more leave, the employee may access their accrued sick leave to extend bereavement leave, upon approval of the Fire and EMS Chief.

21.4 Upon receiving notification of the death, the employee should contact the Fire and EMS Chief, if possible, to request bereavement leave.

21.5 The Fire and EMS Chief will be responsible for scheduling the days of leave to be granted.

## Article 22 – Military Leave

Military leave will be provided pursuant to the USERRA (Uniformed Services Employment and Reemployment Rights ACT).

## Article 23 – Jury Duty and Court Witness

23.1 Employees required to serve as a juror will be excused with pay from any regularly scheduled duty conflicting with the hours he/she must actually spend in connection with jury duty. The employee shall deposit any fee paid for this service with the Authority's Finance Manager.

23.2 The employee must report to work if the jury duty ends in time to permit at least 4 hours in the balance of his/her shift.

23.3 Upon receiving notice to serve on jury duty, the employee must immediately notify the Fire and EMS Chief or designee.

23.4 Any employee required to serve as a witness in connection with his employment related to Authority business will be excused with pay from any regularly scheduled duty. If employee is off duty that employee will be paid wages at a rate of time and one half per hour while serving as a witness. The employee shall deposit any fee with the Authority's Finance Manager. This provision does not include court attendance for personal legal business or actions against the Authority. Such court attendance will not be paid, and the employee may keep all moneys received as witness fees or jury duty pay.

23.5 Upon receiving a notice of subpoena to appear as a witness for the Authority, the employee will immediately notify the Fire and EMS Chief or designee. A copy of the subpoena or notice must be given to the Fire and EMS Chief.

## Article 24 – Leave without pay

24.1 Employees who have been continuously employed with the Authority for at least one (1) year may request a leave of absence without pay for a reasonable period of time up to one (1) year. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, staffing levels and the expected impact of the leave on the Authority.

24.2 Requests shall be in writing and specify the starting and ending date of the leave. Requests must be approved by the Fire and EMS Chief prior to the commencement of the leave. An employee who fails to report for work on the fourth (4th) working day after the leave expires will be considered to have voluntarily resigned.

24.3 The Authority will pay for group health and dental insurance premiums to maintain insurance for a full month not including the payment made for the month in which leave commences of an unpaid leave of absence. The employee may keep the insurance in force by pre-paying the premium per month for the entire period of leave. Earned leave and sick leave shall not accrue during an unpaid leave of absence.

24.4 Leave of Absence effects on service and reinstatement:

- a. A leave of absence begins on the first day of unpaid absence from work. A leave of absence of thirty (30) calendar days or less will not affect an employee's seniority date. A leave of absence of thirty (30) calendar days or more will result in an adjustment of the employee's seniority date by the number of days that leave of absence exceeds thirty (30) calendar days.
- b. Upon the conclusion of a leave of absence, the employee will be returned to his/her former position (same job classification and scheduled hours) if the leave period has been eight (8) weeks or less. If the leave period has been more than eight (8) weeks, all reasonable efforts will be exerted to secure a suitable position for the individual.

- c. In the event that an employee returns from a leave of absence and his/her position has been eliminated or the employee in that position is on laid-off status, the provisions of the layoff clause will apply.
- d. Exceptions shall be made to these provisions as required by federal and state laws for leaves covered by statutes or regulations.

## Article 25 – Discipline

25.1 The Authority shall normally use the progressive discipline process. No regular employee shall be reprimanded in writing, have pay reduced, suspended without pay, demoted, or discharged without just cause. Counseling, warnings, verbal reprimands, and work plans are not subject to the grievance procedure. Every effort will be made to ensure that no employee is reprimanded in the presence of other employees or members of the public, which would cause embarrassment or humiliation to the employee.

If there is an objectively reasonable likelihood that discipline will occur, the employee will be entitled to union representation upon request during any investigative interview.

Any notice of disciplinary action shall specify the factual basis and charges for such action. Prior to imposition of discipline involving a reduction or loss of pay, demotion or termination, the employee shall be given the opportunity to meet with the Fire and EMS Chief or his designee to rebut the facts and argue factors in mitigation and defense. The basis for discipline shall not be changed unless new evidence is discovered. Protest of the discharge of the employee shall be made through the grievance procedure as set forth in Article 26.

25.2 Discipline of Probationary Employees. Probationary employees shall serve at the pleasure of the Authority and shall not have the right to appeal any discharge or other disciplinary action under the grievance article, and the concepts of progressive discipline and “just cause” shall not apply to a decision to terminate a probationary employee.

25.3 Removal of Certain Discipline. Documentation of discipline shall be placed in the employee’s personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, exceptions may be made when justified by a clear pattern of disciplinary action. The Authority reserves the right to the use of such documentation to refute a claim regarding the employee’s overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure.

Step 1 – written record of oral reprimand = 1 year

Step 2 – written reprimand = 2 years

Step 3 – suspension = 3 years



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

Any expired discipline will not be considered by promotion boards or referred to in written performance evaluations.

## Article 26 – Grievance Procedure

26.1 A grievance is a dispute about the interpretation of a provision or provisions of this Agreement. The Authority and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

26.2 Step I - If the attempt to resolve the problem informally is unsuccessful, the Union shall within thirty (30) calendar days of when they knew or should have known of the occurrence of the dispute or alleged violation of the Agreement reduce the grievance to writing. The written grievance shall state the specific articles(s) alleged to have been violated, an explanation of the alleged violation and the remedy requested. Once filed the elements identified in the written grievance shall not be expanded. The Union shall file the grievance with the Fire and EMS Chief. The Fire and EMS Chief has ten (10) calendar days to respond in writing.

26.4 Step II - If the grievance is not resolved, within ten (10) calendar days following the response at Step 1, the grievance, along with all pertinent written information, may be submitted by the Union to the WLFEA Board of Directors. The Board shall meet with the Union representatives, the Fire and EMS Chief, and legal representatives and shall render a decision within ten (10) calendar days after the close of the meeting.

26.5 Step III - Within ten (10) days of the decision at Step II or if no written decision has been rendered within the required time, the Union may submit the contractual grievance to arbitration. The Authority shall receive written notice of such submission.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. If they fail to do so, they shall within ten (10) days of the submission for arbitration, jointly request the Employment Relations Board to submit a list of seven (7) full-time arbitrators. Within seven (7) days after the list has been received, the parties or their designated representatives shall alternately strike a name from the list and the seventh (7th) and remaining person shall act as the arbitrator. The party requesting arbitration shall strike the first name.

The Arbitrator shall interpret the Agreement and determine if it has been violated. He shall have no power to add to, subtract from or to modify the terms of this Agreement. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning, and conclusions on the issues submitted. His decision shall be submitted to the Board and to the Union and shall within the scope of his authority be final and binding on both parties.

Costs of arbitration other than the costs incurred by each party in presenting its case shall be borne equally by the parties.

26.6 As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

26.7 Any or all time limits specified in the grievance procedure may be waived in writing by mutual consent of the parties. The Union or the Authority may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the Authority to submit a reply within the specified time will result in advancing the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved.

## Article 27 – Payroll Deductions

27.1 When signed paperwork authorizing payroll deductions is submitted, the Authority shall make appropriate payroll deductions for retirement, health insurance, approved savings plans, union dues, deferred compensation or other customary services, in accordance with this Agreement.

## Article 28 – Sustenance

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

28.2 The Authority will provide meal expense during the transfer of patients to a higher level of care facility for transfers of seventy-five (75) miles one way or more, or back-to-back out of ASA transfers. The meal is to be taken after the transfer of the patient is completed and in route back to Authority Headquarters.

28.3 Reimbursement is limited to current GSA per diem rates at the patient destination per person per meal.

## Article 29 – Retirement

29.1 Employees shall be covered under the State of Oregon Public Employee Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). The employee six percent (6%) contribution

is deemed “picked up” by the Authority for the purposes of ORS Chapter 238A. Employees shall not have the option of receiving the money directly and making said contribution.

29.2 If during the life of this contract, the Authority’s payment of the employee contribution must be modified due to a change in state law or a final non-appealable judgment of a court of competent jurisdiction, the Authority agrees to negotiate with the Union for a comparable level benefit.

29.3 Upon retirement, fifty percent (50%) of an employee’s unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits (this is only available to Tier 1 and Tier 2 employees). Accruals of sick leave greater than the maximum set forth in Article 31 Sick Leave shall be forfeited.

29.4 All employees considered by the Authority to be Firefighter qualified will be placed into the PERS Fire & Police classification. These employees must have and maintain certification as a Firefighter 1 or higher and HazMat Operations or higher.

29.5 Upon retirement, a monetary amount equivalent to up to three hundred (300) hours of an employee’s unused accumulated sick leave shall be deposited in the employee’s HRA-VEBA account.

## Article 30 – Paid Time Off Program

30.1 An employee using earned vacation leave, sick leave, jury duty and bereavement leave will be compensated based on the regular earnings applicable to the affected employee. The employee’s regular earnings for the affected days shall be the maximum allowed for any paid time off during an employee’s regularly scheduled shift.

30.2 When a regular full-time employee is granted medical leave of absence, he/she may be paid all unused earned leave accrued on request if the employee has completed twelve (12) consecutive months of employment in a regular position. Accrued earned leave will be paid to an employee who has been granted an educational leave of absence. An employee who has been granted a military leave of absence may be paid for accrued earned leave if he/she has completed six (6) months of service in a regular position.

30.3 Effective July 1, 2022 or upon execution, whichever is later, all regular full-time employees will receive vacation leave, inclusive of holidays, with pay as follows:

<u>Years of Service</u>	<u>Annual Hours Earned</u>	<u>Monthly Accrual</u>
0 thru 5 years	288 Hours	24 Hours/Month
6 through 10 years	336 Hours	28 Hours/Month
11 through 15 years	384 Hours	32 Hours/Month
16 years and above	420 Hours	35 Hours/Month

- 30.4 Vacation cash out. An employee shall be eligible to cash out earned vacation leave when they have a minimum of 240 hours accrued vacation time. An employee may only cash out vacation hours accrued in excess of this 240-hour threshold, up to the 600-hour maximum defined at 30.9. In some emergent or hardship situations, this rule may be waived by Authority administration. Requests to cash out vacation shall be made a minimum of seven business days in advance of the end of a pay period. The payment of vacation cash outs will be included in the employee's monthly check.
- 30.5 An employee may not take more than four (4) consecutive weeks of vacation at any one time.
- 30.6 All vacations affecting more than four (4) scheduled shifts must be planned at least two months in advance. Vacation leave requests of 30 days or more will be approved in order of seniority if submitted in January of the calendar year for which the leave is anticipated.
- 30.7 Employees may use earned vacation leave after completion of ninety (90) days following their hire date.
- 30.8 Earned leave will be computed at the regular rate of pay received on the employee's normally scheduled shift and classification at the time the earned leave is used.
- 30.9 A maximum of six hundred (600) hours of earned vacation leave may be accumulated.

## Article 31 – Sick Leave

- 31.1 Sick leave is earned by all regular full-time employees at a rate of fifteen (15) hours for each month of full-time service.
- 31.2 Upon hire, employees will be credited with their first six (6) months of sick leave accrual.
- 31.3 Paid sick leave will commence with the first day of personal injury or illness.
- 31.4 A statement from the employee's physician evidencing the employee's inability to perform their regular duties because of illness or injury may be required at management's discretion.
- 31.5 A signed release from the employee's physician permitting him/her to return to work may be required prior to the employee's return to duty.
- 31.6 In those cases, where an employee has requested and been granted earned vacation leave time and experiences a disabling injury during that time, the employee is eligible to use accrued sick leave benefits instead of vacation leave time. A doctor's statement indicating that the employee's injury is sufficient to prevent him/her from performing regular job duties shall be required.
- 31.7 Accrued sick leave benefits shall be used for a medical leave of absence during the waiting period before the disability insurance coverage begins.
- 31.8 Sick leave benefits will be used in full hour increments.
- 31.9 Sick leave may be used for qualifying events consistent with Oregon law.

- 31.10 Sick leave may be used to supplement bereavement leave when in the opinion of the Fire and EMS Chief the employee's ability to perform his/her regular duties would be impaired.
- 31.11 Employees are subject to disciplinary action for excessive absenteeism, abuse of sick leave, or for failing to notify the Fire and EMS Chief or Supervisor in advance if they cannot come to work due to illness or injury.
- 31.12 A maximum of two thousand five hundred (2500) hours may be accumulated.

## Article 32 – Uniforms

- 32.1 Dress and uniform requirements are set by Authority policy and the required articles of clothing including safety shoes and boots, will be provided at Authority expense.
- 32.2 Authority employees are required to maintain their uniforms and be neat, clean, and in appropriate attire at all times while on duty. Head and facial hair shall be neat and well-trimmed. Appropriate personal hygiene shall be practiced.
- 32.3 All uniforms (including footwear), protective clothing, or protective devices required of employees, by the Authority, in the performance of their duties shall be furnished without cost to all bargaining unit members by the Authority and shall remain the property of the Authority.
- 32.4 The Authority will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, she/he will be required to purchase a replacement item from the Authority. The Authority has the authority to determine if and when replacement of any uniform item is required.
- 32.5 In addition to the basic attire, all employees are required to wear an approved form of Authority identification while on duty. The Authority will furnish the required identification to all employees.
- 32.6 All uniforms and articles of clothing and identification provided by the Authority will only be worn while on duty or on official business of the Authority.

## Article 33 – Work Equipment Reimbursement

- 33.1 The Authority will reimburse employees for personal property, as listed below, that is stolen, damaged, lost or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement will not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the Authority.

33.2 Employees will receive reimbursement for the specified items at the lower of the replacement cost (taking into consideration any insurance covered amount), or the amount specified below.

Item Scheduled Value, to the extent such items are not covered by insurance:

- Wristwatch \$100
- Knife/Multi-Purpose Tool \$100
- Safety Glasses, frames, Prescription Glasses or Contacts, \$350
- Cell Phone \$500

33.3 For the items above, if the Authority is able to purchase the same item the employee currently has at a cheaper rate than the employee, the Authority has the right to provide a comparable item in kind rather than cash reimbursement.

## Article 34 – Safety

34.1 The Authority acknowledges an obligation to provide a safe and healthy environment for its employees. The Authority, the Union, and bargaining unit employees agree to follow any and all applicable local, State, and Federal laws pertaining to health and safety.

34.2 Only trained and qualified Fire Officers, or acting-in-capacity Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s). The Union agrees to work with the Authority to establish qualifications and training requirements for Company Officers.

34.3 Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use. OrOSHA shall be notified as soon as possible and in accordance with Oregon law.

34.4 Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

## Article 35 – Drug and Alcohol Testing

35.1 Policy: The Authority considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health and may jeopardize the safety of co-workers and the general public. The Authority is committed to maintaining a safe and healthy workplace for

all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other Authority instructions.

35.2 Employee Assistance Program: The Authority has established an Employee Assistance Program (EAP) at no cost to the Employee. The general purpose of the EAP is to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including alcohol and drug abuse that may have an adverse effect on job performance.

### 35.3 Definitions

- a. Drugs and Alcohol - For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.
- b. Drug and Alcohol Test - The compulsory production and submission of urine or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use. The Authority may test for any or all drugs and/or alcohol, including but not limited to the 12-panel urine drug test that includes MDMA and extended opiates.
- c. Reasonable Suspicion - For the purposes of this agreement, reasonable suspicion exists when the employer holds a belief that is reasonable under the totality of the circumstances existing at the time and place that the employee is more likely than not under the influence of drugs and/or alcohol as those terms are defined in this agreement. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:
  - i. A pattern of abnormal or erratic behavior;
  - ii. Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in prohibited conduct as defined in Section 35.4 of this Article.
  - iii. Presence of the mental or physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
  - iv. A work-related or motor vehicle accident in conjunction with other facts which determine "reasonable suspicion";
  - v. Citing solely an anonymous tip" does not qualify as reasonable suspicion.
- d. Under the influence: For the purposes of this agreement, an individual is under the influence if a drug test reveals any detectable amount of drugs, or a breathalyzer test reveals a detectable level of alcohol.

### 35.4 Prohibited Conduct

The following conduct is prohibited:

- a. The buying, selling, or providing; or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on Authority property or in Authority vehicles or equipment, or during work hours, including paid rest and meal periods.
- b. Being at work under the influence of alcohol, or consuming alcohol while in Authority vehicles or equipment at any time, or on Authority property during work hours, including paid rest and meal periods.
- c. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the Employee's use which has not been obtained for the purpose of abuse) while on Authority property or in Authority vehicles or equipment at any time, or during work hours, including paid rest and meal periods.
- d. Being at work under the influence of drugs as defined by Article 35.3.a while on Authority property or in Authority vehicles or equipment at any time, or during work hours, including paid rest and meal periods.

### 35.5 Discipline and Other Action

Prohibited conduct described in Section 35.4 above shall result in termination.

### 35.6 Grounds for Testing

- a. Pre-Hire Drug Testing. Employees in public safety positions may be required to submit to and successfully pass a post-offer, pre-hire drug test.
- b. Reasonable Suspicion Testing. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article. The Authority may test for those drugs for which it has reasonable suspicion that an employee may have consumed.
- c. On-the-Job Accidents Resulting in Serious Injury or Death. At the Authority's sole discretion, employees may be required to pass a drug and/or alcohol test after any on-the-job accident involving death, or serious physical injury. The Authority will determine whether a drug and/or alcohol test is required.

35.7 Incidents Involving Authority Vehicles. In addition to Section 35.6.c above, the Authority shall:

- a. Test each driver for alcohol if he/she receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle; and/or
- b. Test each driver for drugs if he/she receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

### 35.8 Testing Mechanisms

Testing mechanisms used for any test for alcohol or drugs performed on members of the Association may include breathalyzer and/or standard laboratory blood and/or urine analysis tests. Procedures



used to obtain, and test samples will be prescribed by the testing laboratory in accordance with relevant federal and states statutes as outlined in this Article.

- a. Where the Authority has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Authority may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test. The Authority shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination.
- b. When the employee is notified that he or she is required to consent and submit to such tests, or searches as described in this Article, he or she may request the presence of a Union representative to witness the tests or searches. The tests or searches may not be unduly delayed for more than one hour in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- c. Before a supervisor, acting on behalf of the Authority under this policy, may require an employee to consent and submit to any test(s) specified in this section, or to search(s) specified in this article which require reasonable suspicion, the supervisor must first obtain concurrence from the supervisor's department head or his designee or Human Resources that the information available to the Authority about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s) or search(s).
- d. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form supplied by the testing facility.
- e. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the Authority shall require that a second confirmatory test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body.
- f. If a blood or confirmed urine test is positive, the Authority will instruct the laboratory to retain the blood or urine sample for a period of not less than 30 calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the Authority.
- g. The procedures followed under this Article to obtain, hold and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this Policy. The employee shall be notified of the results of all tests conducted pursuant to this Policy.
- h. Nothing in this Article is intended to establish the Authority's right to conduct random blood or urine testing to detect the presence of alcohol or controlled substances, or to conduct such tests on any basis other than reasonable suspicion or on the job accidents as described in Sections 35.6.a, 35.6.b and 35.6.c of this Article.

35.9 Prescribed Medications: An employee utilizing any prescribed medications or controlled substances that may affect his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor.

In the event there is a question regarding an employee's ability to safely perform assigned duties, the employee shall be responsible for receiving clearance from the employee's physician. For the purpose of this Agreement, under no circumstances, shall the use of marijuana constitute the use of medication under this section. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action.

35.10 Use of Over-the-Counter Medications: The use of over-the-counter medications are in no way prohibited. An employee ingesting an over-the-counter medication in doses that affect his or her ability to safely perform assigned duties must report the use of the over-the-counter medication to his or her supervisor. There will be no discipline to an employee who reports to his or her supervisor the use of an over-the-counter medication which the employee feels affect his or her assigned duties. Protected use of over-the-counter medication shall not include the use of "designer drugs" not approved by the U.S. Food and Drug Administration, or the abuse of over-the-counter drugs. Failure to report the use of an over-the-counter medication which affects an employee's ability to safely perform his or her duties may subject the employee to disciplinary action.

#### 35.11 Consequences of Test Results

- a. Test results which do not positively establish that the Employee has engaged in prohibited conduct as described in Section 35.4 of this Article shall result in no further action against the Employee related to an alleged violation of that section. The Employee shall be informed of such test results.
- b. Should an Employee be found to have committed prohibited conduct within three years following completion of voluntary rehabilitation per Section 35.12, he or she shall be terminated.

#### 35.12 Voluntary Rehabilitation

- a. The primary objectives of the Authority's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Authority that the Employee submit to any of the tests specified in Section 35.8 of this Article, the Employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the Employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Authority. The Employee shall enroll in and successfully complete a treatment program recommended by the doctor and any Authority payment contribution shall be governed by the Mental Health and Chemical Dependency benefit provisions of the applicable Authority health insurance plan. If the Employee fails to complete the treatment program successfully, their employment will be terminated.

- b. If an Employee has previously enrolled in voluntary rehabilitative treatment described in subsection A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 35.8 of this Article, then the Employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Authority and shall successfully complete the treatment program recommended by the doctor. If the Employee fails to complete the treatment program successfully, he or she shall be terminated.

#### 35.13 Searches

- a. The Authority reserves the right to conduct searches for any reason of Authority equipment or facilities generally; and may search anything or area in which the Employee has an expectation of privacy (i.e. desk or locker) when the Authority has reasonable suspicion to believe alcohol, marijuana or other drugs may be found.
- b. The Authority may require an Employee to submit to a search of the Employee's clothing or personal property when the Authority has reasonable suspicion to believe alcoholic intoxicants, marijuana or other drugs may be found. Refusal by the Employee to submit to such a search of his or her clothing or personal property shall result in termination.

#### 35.14 Consequences of Search Results

- a. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the Employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the Employee related to an alleged violation of Section 35.4. The Employee shall be informed of such search results.
- b. Searches which reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Sections 35.5 as though a positive blood or confirmed urine test had been administered.

35.15 Interference with Policy: Any activity which purposely interferes with this Drug and Alcohol Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following:

- a. Tainting, tampering, or substitution of blood or urine samples;
- b. Falsifying information regarding the use of prescribed medications or controlled substances;
- c. Failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or
- d. Failure to cooperate with any searches.

35.16 Supervisor Training: The Authority recognizes that, in order to administer the standards and procedures set forth in this Article fairly and to minimize the possibility of unwarranted testing and searches, supervisory personnel should receive training in how to recognize and deal effectively with substance abuse in the work place. Accordingly, the Authority will provide such training to supervisors before the requirements of the Article are implemented and enforced.

35.17 Union Held Harmless: The Authority agrees to indemnify, defend and save the Union harmless from any and all claims arising solely out of Authority's acts, errors or omissions in the

administration of drug testing and searches conducted pursuant to this Article provided, however, that Authority shall have no such obligation with respect to claims for which Authority would be immune if brought directly against Authority; claims, notice of which is not given by the Union within the time prescribed by ORS 30.275; and claims to the extent they exceed the limits established by ORS 30.271.

## Article 36 – Wage and Leave Accrual Conversion

36.1 When an employee transfers from a forty (40) hour to fifty six (56) hour schedule, their vacation and sick leave balance shall be multiplied by 1.4 and benefits there after will be accrued and used on the fifty six (56) hour basis. When an employee is transferred from a fifty six (56) hour to a forty (40) hour schedule, their vacation and sick leave balance shall be multiplied by 0.7 and benefits thereafter will be accrued and used on the forty (40) hour basis. When an employee transfers from a forty (40) hour to fifty six (56) hour schedule, their annual wage will be divided by 2,912 to calculate their new hourly rate. When an employee is transferred from a fifty six (56) hour to a forty (40) hour schedule, their annual wage will be divided by 2,080 to calculate their new hourly rate. Employees not covered under the FLSA 207(k) exemption will have their hourly rate modified to maintain their annual wage when switching from a 48/96 schedule to a forty (40) hour schedule (e.g., eight (8) hour days).

36.2 Insufficient Compensable Hours - In the event alterations in an individual employee's shift or schedule results in insufficient compensable hours to maintain their regular base salary for the pay period in which the shift or schedule changes occurs, the Department will make up the resulting difference in pay for that pay period. Shift or schedule changes may include but are not limited to:

- a. Changing from Daylight Savings time to Standard time or vice versa.
- b. Attending training that is one week or longer.
- c. Moving an employee from regular to light duty alternate schedule or vice versa.
- d. Moving from A to B or C shifts, B to C or A shifts, or C to A or B shifts.
- e. Academy style training schedules.
- f. Moving from forty (40) to fifty-three (53) hour schedule or vice versa.
- g. Moving from a recruit academy or assignment to a fifty-three (53) hour shift assignment

## Article 37 – Modification

36.1 This Agreement shall be automatically renewed from year to year unless either party notifies the other in writing not later than February 15, 2028 that they wish to modify this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than March 15, 2028.

36.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or

matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

36.3 This Article shall remain in full force and effect during the entire period the Authority is required to recognize and bargain with the Union, whether or not this collective bargaining agreement has expired.

## Article 38 – Savings Clause

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

37.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached the parties will proceed to the dispute resolution processes as provided under Oregon law.

**EXECUTION OF AGREEMENT**

This agreement is hereby executed on this June 26, 2025 by:

**WESTERN LANE FIRE AND EMS AUTHORITY:**

\_\_\_\_\_  
Mike Webb, President, Western Lane Fire and EMS Authority, Board of Directors

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS – LOCAL 851**

\_\_\_\_\_  
Brett Deedon, IAFF Local 851

## Appendix A – Wages

Effective July 1, 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Captain	\$ 83,824	\$ 87,880	\$ 91,936	\$ 95,992	\$ 100,048	\$ 105,714
Lieutenant	\$ 77,376	\$ 81,120	\$ 84,864	\$ 88,608	\$ 93,578	\$ 98,819
FF/Paramedic	\$ 75,442	\$ 79,092	\$ 82,742	\$ 86,393	\$ 90,043	\$ 93,694
FF/EMT	\$ 67,704	\$ 70,980	\$ 74,256	\$ 77,532	\$ 80,808	\$ 84,084





*Collective Bargaining Agreement*  
*Between*  
*Western Lane Fire and EMS Authority*  
*And*  
*International Association of Firefighters*  
*Local 851*

JULY 1, ~~2022~~2025 – JUNE 30, ~~2025~~2028



## Table of Contents

Preamble .....	1
Article 1 – Recognition.....	2
Article 2 – Union Security .....	3
Article 3 – Union Representation .....	4
Article 4 – Authority Security, Strikes, and Lockouts .....	5
Article 5 – Management’s Rights.....	6
Article 6 – Probationary Period .....	7
Article 7 – Seniority .....	8
Article 8 – Hours of Work and Overtime .....	10
Article 9 – Callback .....	13
Article 10 – Schedule Change .....	14
Article 11 – Trade Time.....	15
Article 12 – Outside Employment.....	16
Article 13 – Temporary Assignment .....	17
Article 14 – Medical, Dental, and Vision Insurance .....	18
Article 15 – Wages and Incentives.....	20
Article 16 – Education and Career Development .....	22
Article 17 – Long-Term and Short-Term Disability.....	24
Article 18 – Worker’s Compensation.....	25
Article 19 – Accidental Death and Dismemberment .....	26
Article 20 – Family Leave .....	27
Article 21 – Bereavement Leave.....	28
Article 22 – Military Leave .....	29
Article 23 – Jury Duty and Court Witness .....	30
Article 24 – Leave without pay .....	31
Article 25 – Discipline .....	32
Article 26 – Grievance Procedure.....	34
Article 27 – Payroll Deductions.....	36
Article 28 – Sustenance .....	37
Article 29 – Retirement .....	38
Article 30 – Paid Time Off Program .....	39
Article 31 – Sick Leave .....	41

Article 32 – Uniforms.....	42
Article 33 – Work Equipment Reimbursement.....	43
Article 34 – Safety.....	44
Article 35 – Drug and Alcohol Testing.....	45
Article 36 – Wage and Leave Accrual Conversion.....	51
Article 37 – Modification .....	52
Article 38 – Savings Clause .....	53
Appendix A – Wages.....	55

## Preamble

This Agreement is entered into by the Western Lane Fire and EMS Authority (Authority) and the International Association of Firefighters Local No. 851 (Union). This Agreement is entered into for the purpose of setting forth the full and complete agreement on wages, hours, and other conditions of employment as defined in ORS 243.650(7) and the establishment of an equitable and peaceful procedure for the resolution of disputes.

The parties have elected to administer labor relations and the collective bargaining agreement as a single wall-to-wall unit. The parties believe it is in the public interest and in the economic interest of both the Authority and the Union to gain the efficiencies of one contract, in view of the size of the Authority and number of employees involved.

## Article 1 – Recognition

- 1.1 The Authority recognizes the International Association of Firefighters Local 851 as the exclusive representative of all regular full-time ~~Emergency Medical Technicians, Firefighter/EMTs, Firefighter/Engineers, Paramedics, Firefighter/Paramedics,~~ Lieutenants, and Captains employed by the Authority.
- 1.2 Part time, volunteers, and temporary full-time employees ~~who are employed less than four (4) months, or the hourly equivalent, in a calendar year~~ are not covered by this Agreement. ~~The time limitation will not apply if the temporary employee is needed to cover for a full-time employee on extended leave, as per Article 24. Temporary employees will not be employed on a continual basis from one calendar year to the next without a break in service of at least thirty (30) days if they have worked the maximum number of hours in a year.~~ The use of temporary employees will not result in the loss of any regular IAFF positions. The Authority will give the Union fourteen (14) days' notice before hiring any temporary employee, including what work the temporary employee will be performing, unless the Authority has a business need to hire prior to fourteen (14) days.

## Article 2 – Union Security

- 2.1 Upon written authorization by the employee, the Authority shall make monthly deductions from the employee's wages of the amount designated by the Union as regular and uniform Union dues, assessments, and initiation fees. Such deduction shall be made from the first paycheck of each month and transmitted monthly to the Union within ten (10) business days.
- 2.2 The Union shall hold the Authority harmless against any claim or suits brought against the Authority as a result of this Article. The Authority shall correct any errors within thirty (30) days of their verification. The Union shall provide the Authority prior written notice of at least one month of any change in dues amounts.
- 2.3 In the event the Authority creates a new classification that is properly placed within the bargaining unit, it will provide the Union with written notice of same and a job description no less than thirty (30) calendar days prior to filling the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new bargaining unit classification if it has been properly classified into the bargaining unit.

## Article 3 – Union Representation

- 3.1 Up to two (2) Union representatives shall be allowed to attend meetings with the Authority, without loss of pay, to negotiate labor contracts between the Authority and IAFF Local 851, provided that such time off falls within their regular work schedule.
- 3.2 A representative shall be allowed time off with pay as may be required to attend meetings with management, meetings scheduled under the grievance procedure, or disciplinary interviews or hearings provided that such time off falls within their regular work schedule.
- 3.3 With Authority approval, Union representatives may be allowed time off for other Union functions or training programs, provided that if the representative taking time off is on duty, relief shall be provided by the Union at the Union's expense.
- 3.4 The Authority will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work under the provisions of section ~~3.13~~.
- 3.5 The Union may conduct Union meetings at Authority facilities with advanced written notice and upon the approval of the Fire and EMS Chief. Such meetings will not conflict with the scheduled duties of on-duty personnel.

## Article 4 – Authority Security, Strikes, and Lockouts

- 4.1 The Union will not initiate nor engage in, and no employee(s) will participate nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. Bargaining unit employees participating in the above-described will be subject to the disciplinary process. The Authority will not lock out employees during the term of this Agreement, provided, however, that the Authority will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the Authority's judgment, to warrant continuation of part or all of its operations. Employees, while acting in the course of their employment, shall not honor any picket lines established by any labor organization.
- 4.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the Authority shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the Authority's request in writing.
- 4.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work, which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the Authority for the unauthorized activity of the employees involved.
- 4.4 Violation of this Article will subject an employee to immediate discipline and discharge without recourse to the grievance procedure.



## Article 5 – Management’s Rights

5.1 The Authority shall retain all rights and privileges except as specifically restricted by other provisions of this Agreement. Authority rights include but are not limited to the right to:

- a. Determine its mission, establish policy, and set forth all standards of service.
- b. Plan and direct all aspects of work including the determination of the operations or services to be conducted.
- c. Determine the methods, means, and number of personnel needed.
- d. To schedule and assign work.
- e. Hire, assign, promote, lay-off, and take disciplinary action for just cause.
- f. Make, publish, and enforce rules and regulations.
- g. Introduce new or improved methods, equipment, or facilities.
- h. Contract for goods and services.

5.2 Management’s rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

5.3 The Authority is not limited or restricted by past practice, rule, regulation or custom in making changes in policy, procedure, rules or regulations to carry out the mission of the Authority. However, changes in mandatory subjects of bargaining which are not consistent with past practice shall be subject to negotiations pursuant to ORS 243.650 *et seq.* If the proposed change is dictated by business necessity, the Authority may implement the change. Past practices are those practices in effect as of the date of execution of this Agreement. In case of disagreement between the parties on the bargaining obligation of the Authority, the dispute shall be submitted to the Employment Relations Board.

## Article 6 – Probationary Period

- 6.1 All newly hired employees shall be deemed on probation from the last date of hire for at least twelve (12) consecutive months of full-time employment thereafter in order to demonstrate their qualifications to do the work to the Authority's satisfaction. In determining such twelve (12) months of service, time spent in training and schools, away from the Authority and not related to the Authority shall not be included. The Authority shall evaluate the probationary employee's performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation, in writing, so stating which shall not be withheld unreasonably, or a memo from the Fire and EMS Chief stating that the probationary performance has been satisfactory.
- 6.2 In the case of new hires, the Authority, in its sole discretion, may discipline, discharge, or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees for any reason, including but not limited to layoff, bumping and recall. However, an employee shall be granted classification, as well as bargaining unit seniority, retroactive to the last date of hire as a full-time employee upon successful completion of probation.
- 6.3 Employees who are promoted into a higher paying classification within the bargaining unit will be required to serve a promotional probationary period of twelve (12) months in that classification. If the Authority determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to his/her former position and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure. Provided, however, that before the Fire and EMS Chief finalizes a decision that the promoted probationary employee should be returned to a lower classification, the Fire and EMS Chief shall notify the employee of that conclusion and the concerns upon which it is based and afford the employee and the union an opportunity to discuss with the Fire and EMS Chief to afford the employee additional opportunity. The Fire and EMS Chief's decision in this circumstance is administrative and not disciplinary.
- 6.4 The probationary period for all employees may be extended for any period of time for which the employee is on an approved leave of absence, disability leave, or family medical leave.
- 6.5 The Authority in its sole discretion may extend the probationary period for any employee for an additional period not to exceed three (3) months, if the Authority determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the Authority shall notify the employee of such extension in writing.

## Article 7 – Seniority

~~7.1 Authority employees moved from Western Lane Ambulance District or Siuslaw Valley Fire & Rescue into the Authority will maintain their unit and classification seniority.~~

~~7.27.1~~ Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined by position on the hiring list, if applicable. For all other bargaining unit members hired on the same date, respective seniority shall be determined by lot.

~~7.37.2~~ Classification seniority means the length of continuous service since the employee's promotion or appointment to a classification. Classification seniority for each classification held is retained even though the employee is promoted to a higher classification.

~~7.47.3~~ Employees who transfer or promote to positions outside the bargaining unit and who later return to the bargaining unit shall have their unit and classification seniority dates computed on the basis of the periods of time served in the bargaining unit and in classifications within the bargaining unit. In the event of such a transfer or promotion, the employee's vacation and sick leave banks will be carried over and his/her vacation accrual shall be based on years of service with the Authority, rather than years of service in the bargaining unit. Employee seniority dates shall also be adjusted for periods of unpaid leaves of absence, in accordance with Article 24.

~~7.57.4~~ Seniority shall apply to the following employment decisions:

a. Layoffs

In the event of a reduction in the work force, the Authority will determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification.

Employees to be laid off shall receive at least thirty (30) days' written notice of layoff. The Union will be copied on all employee layoff notices. An employee laid off from his/her job classification will be entitled to bumping rights as set forth below.

b. Bumping

Employees who have received notice of layoff ~~or~~ who have been promoted out of the bargaining unit and receive notice of layoff, shall have the right to bump less senior employees in lower classifications, provided:

The employee is qualified to perform the job duties of the lower classification; and

The employee notifies the Fire and EMS Chief of his/her intention to bump in writing within ten (10) days of the date he/she physically receives written notification of layoff. Employees bumping to a position not held by them for the past twenty- four (24) months shall serve a six (6) month probationary period.

c. Recall

Employees who have been laid off or have bumped to a lower classification shall have the right to be recalled to their previously held classification for a period of twenty-four (24) consecutive months from date of layoff. To assist in this process, the names of employees who have been laid off or bumped to lower classifications shall be entered on recall lists for each classification covered by this Agreement in order of classification seniority. Employees shall be recalled in order of classification seniority, with the employee who has the most seniority in the classification affected being recalled first and continuing in that order.

If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.

It is the responsibility of employees on layoff status to maintain a current address on file with the Authority. The Authority will notify employees of recall by certified letter mailed to the employee's last address on file.

#### d. Vacation Scheduling

In the event of a conflict in vacation scheduling, preference in vacation scheduling is by bargaining unit seniority.

#### e. Breaks in Seniority

Seniority will be broken and the employment relationship will be terminated if any of the following events occur:

- i. Voluntary resignation or retirement.
- ii. Discharge of a regular employee for just cause or a probationary employee "at will".
- iii. Layoff or continuous absence from work due to off-the-job injury or illness for more than six (6) consecutive months, unless otherwise required by law.
- iv. Failure to notify the Fire and EMS Chief of intent to return to work pursuant to a written recall notice sent by certified mail, return receipt requested, to the last address provided to the Authority through personnel records within ten (10) calendar days of receipt of notification or fourteen (14) days of mailing, whichever occurs later.
- v. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work.
- vi. Absence from work due to an on-the-job injury/illness in accordance with ORS ~~Chapter~~ 656.
- vii. Job abandonment, which is defined as being absent for three (3) consecutive shifts without Authority approval.

## Article 8 – Hours of Work and Overtime

- 8.1 Standard Work Shift – The standard work day shall be twenty-four (24) hours, from 0800 to ~~0800~~ 0759 the second day. Work Shifts will be scheduled forty-eight (48) consecutive hours on, ninety-six (96) consecutive hours off, for a standard fifty-six (56)-hour workweek. Except in the case of holdover or emergency callback, no employee shall work in excess of 72 continuous hours of Fire/EMS operations duty without an off-duty period of at least 12 hours and at least 48 consecutive hours off-duty time in each seven-day period. This requirement may be waived by the Fire and EMS Chief or his/her designee in an emergency situation. No employee shall be required to report on callback when the employee is too fatigued to function safely. This hours limitation shall not apply to personnel who are assigned to a conflagration or other non-mutual aid or emergency assignment outside the Authority.
- 8.2 If the Authority has concerns about or a business need to change the schedule, the Union agrees to meet with the Authority to discuss alternative schedules or other options for addressing the concern or need.
- 8.3 Standard Workweek – The standard workweek begins at 0800 hours Sunday and ends at ~~0800~~ 0759 hours the following Sunday.
- 8.4 Overtime - The Authority shall pay time and one half for hours worked more than forty (40) per seven (7)-day work cycle for employees on a forty (40) hour/week schedule (40-hour employees). The Authority shall pay time and one half for hours worked more than 212 hours per 28-day work period for employees designated as FLSA 207(k) exempt (56-hour employees). All hours are considered hours worked for the purpose of calculating overtime.
- 8.5 The Union agrees to meet and confer with the Authority to review vacation and sick leave abuse policies, and to work with the Authority to address any abuse issues, including those that lead to overtime abuse.
- 8.6 Extra duty shifts shall be compensated at the overtime rate of time and one-half times the regular hourly rate.
- 8.7 Compensatory time shall be accrued in lieu of overtime at the employee's request. ~~40-hour employees may carry a maximum of 60 hours of compensatory time at any time. 56-hour employees may carry a maximum of 72 hours of compensatory time at any time. Comp time use may be scheduled in the same manner as vacation leave. Employees may only take 48 hours of compensatory leave at one time without approval from the Fire and EMS Chief Fire Chief or designee. Compensatory time shall be used within the fiscal year that it was accrued.~~
- 8.8 Full time bargaining unit members will have first choice for all overtime when there are six (6) or fewer positions filled by career personnel.
- 8.9 Minimum staffing at Station 1 will include one (1) Company Officer or AIC and one (1) Firefighter/Engineer. Minimum staffing at Station ~~10-2~~ will include one (1) Company Officer or AIC. Total minimum staffing will be six (6) career personnel. There shall be a minimum of three (3)

paramedics on duty at any time of which one must be certified as a critical care paramedic or equivalent.

8.10 When the Authority has determined there is a need for additional personnel, the following process will be utilized:

a. In order to make additional duty shifts ~~standby~~ available to all employees full or part-time, the Authority shall schedule shifts using Aladtec or other scheduling software. Open shifts for the following month will be filled by the 16th of the month prior. An Overtime List will be created to distribute overtime opportunities equitably. Initial sign up shall be by seniority. New hires shall be placed at the bottom of the list. Full time bargaining unit members will have first choice for all overtime.

8.11 When a shift is open due to illness or last-minute vacation approval, supervisors will do a “send coverage alert” to all qualified employees (full and part-time) for the open shift. Employees must notify the acting supervisor via text or phone if they are interested and/or signed up for the shift. If notification of the open shift is fourteen (14) hours or greater prior to the start of the shift, supervisors will give at least two (2) hours for all employees to respond to a Find Coverage Alert. If there is less than fourteen (14) ~~ten (10)~~ hours prior to the start of shift (22:00 hours or later), supervisors may fill the shift on a first come first serve basis. Every effort should be made if possible to follow the Overtime List.

8.12 Working from the top down, each employee on the list will have the choice of working the shift. If an employee works the shift their name moves to the bottom of the Overtime List. Employees may request to work the hours as extra duty or standby. Management reserves the right to require the hours to be worked as extra duty.

8.13 If no bargaining unit members elect to work the available overtime, an overtime shift may, at the discretion of the Authority, be filled with a mandatory overtime action or with qualified part-time employees or volunteers.

8.14 An employee can only refuse mandatory overtime if he/she is physically incapacitated or the mandatory overtime creates an undue hardship. The employee must provide the reason for refusing the mandatory overtime. The Authority retains the right to determine if the reason constitutes an undue hardship.

8.15 Once an employee has been drafted to mandatory overtime work, he/she will be exempted from drafts until all other available employees have been drafted.

8.16 A draft of eight (8) or more mandatory overtime hours constitute a rotation to the bottom of the list.

8.17 During periods of frequent leaves, the Authority may hire temporary full-time relief personnel and use them to cover shifts prior to hiring other employees on overtime. If an employee is on injury leave for three (3) shifts, the Authority may hire qualified part-time employees for the remainder of the leave.

~~8.18 Employees on standby are required to be able to return to duty at the Authority's offices within twenty (20) minutes if required pursuant to paragraph 8.19 below.~~

~~8.19 Employees on-call for standby will only be required to return to duty for purposes of providing emergency services. Emergency services include, but are not limited to, situations where the duty crew is responding to medical aid calls outside the five (5) mile perimeter, dunes calls, and any other emergency situations where the duty crew requests assistance or emergency backup.~~

~~8.20~~18 In situations where adequate notice of an absence is not given or when an employee is tardy, the Authority shall have the right to holdover employees on shift until they are relieved of duty by a regular scheduled employee or an employee called back for an extra shift. Employees will be held over in inverse order of seniority within the required job classification. If the least senior employee(s) has already been held over during the calendar month, the next least senior employee will be held over.

~~8.21~~19 Staff Meetings – If employees are required to attend staff meetings while off duty, they shall be compensated at the time and one-half rate.

## Article 9 – Callback

~~9.1 Standby Shifts shall be paid at sixty percent (60%) of regular hourly rates. Except when an employee goes to duty status, in which case they will receive their regular hourly rate.~~

9.21 Call back time for other than scheduled shifts or for periods of less than twenty-four (24) hours shall be compensated at the one and one-half times the regular hourly rate.

9.32 A minimum of two (2) hours shall be paid for incidents requiring call back or mandatory meetings.

9.43 Bargaining unit employees will be given preference, in seniority order, for call back of dispatched emergencies.

~~9.5 Bargaining members may automatically respond to call back for structure fire or rescue incidents. Members responding to callback not initiated by a supervisor shall receive a minimum of one (1) hour of overtime.~~

9.59.4 Compensatory time may be earned for call back at the time and one half (1-1/2) rate.



## Article 10 – Schedule Change

10.1 An employee shall be provided ~~seven-fourteen~~ (714) days advance written notice of change in assigned schedule except as follows:

- a. Emergency Schedule Change: If the change is the result of a condition that could not have reasonably been anticipated ~~seven-fourteen~~ (714) days in advance, such as the illness or termination of another employee, the Authority need not provide the ~~seven-fourteen~~ (714) days' notice.
- b. If a schedule change is made without ~~seven-fourteen~~ (714) days advance notice the Authority shall pay the first shift worked at the overtime rate.

## Article 11 – Trade Time

11.1 The Authority will allow employees to trade work time for each other so long as:

- a. The person working the trade time is qualified to fill the position.
- b. The person who will be absent will give reasonable prior notice to the shift supervisor or a Chief Officer.
- c. The practice of trading time does not affect an employee's training requirements or the ability to do the work assigned to his/her position.
- d. The trade time is not utilized for the purpose of acquiring a call back shift; and,
- ~~e. Trade time is not utilized so as to result in an employee being paid for or working more than 72 consecutive hours. Trade time is not utilized so as to result in an employee being paid for more than a regular 72-hour shift.~~
- ~~f.e.~~ Time worked in trade for another person will not constitute "time worked" for purpose of the FLSA or Oregon law as long as the request for trade time originates with an employee, and not the employer.
- ~~g.f.~~ The trade will not result in overtime.

11.2 An employee who accepts a trade and the responsibility to work a particular shift must either work the shift or find another employee to work the trade shift. If the employee who accepted the trade calls in sick, his/her sick leave will be charged, unless he/she finds a replacement.

11.3 No person who has used sick or disability leave time in lieu of working his/her regularly scheduled shift shall be entitled to work a trade shift during the 48-hours following that use of leave time.

11.4 The Authority shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.

11.5 A trade is an exchange of shifts between two employees. Simply moving a scheduled shift to another day is not considered a trade as defined by FLSA.

## Article 12 – Outside Employment

12.1 Employees shall notify the Fire and EMS Chief, or designee, in writing of secondary employment and changes in the status of the secondary employment. Employees shall follow these general guidelines on securing secondary employment:

- a. The employee shall not secure secondary employment that conflicts with assigned duties in the Authority.
- b. The employee shall not secure secondary employment that would have a negative impact on the employee's work performance.

12.2 The Authority is considered to be the primary employer and if the Fire and EMS Chief believes a conflict exists with the secondary employment, she/he shall discuss the situation with the employee. The Fire and EMS Chief will then either approve or deny the secondary employment based upon his/her non-arbitrary discretion.

## Article 13 – Temporary Assignment

- 13.1 In the absence of a supervisor, qualified bargaining unit members will be assigned, with supervisor approval, to Act in the Capacity (AIC) of the absent position. Bargaining unit employees assigned to work in a higher classification, and who are qualified to perform in the higher classification, for more than four (4) hours, or on drills or call-back in the absence of an officer, shall be paid at the rate for the higher classification. Employees shall be compensated at the higher rate for all hours spent in the AIC assignment, rounded to the nearest quarter hour.
- 13.2 In the absence of a qualified bargaining unit member, qualified part time employees or volunteers will be assigned, with Chief officer approval, to Act in the Capacity of the absent position.
- 13.3 If the Authority has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list may be promoted into the position until the employee who was absent returns to his/her permanent position.
- 13.4 Qualifications to AIC are as follows:
- a. The employee shall meet all minimum qualifications of the higher job description.
  - b. The employee has shown ability to lead the day-to-day operations in and around the Station.
  - c. The employee has completed the relevant Task Book.
- 13.5 Members who are not on top step will be compensated at their step of the higher classification.

## Article 14 – Medical, Dental, and Vision Insurance

14.1 Regular full-time employees are eligible for medical and dental and vision insurance coverage on the first day of the month following 30 days of employment.

14.2 If the insurance carrier no longer provides coverage for the local area, the parties involved will negotiate the replacement carrier and plan that is comparable to the current plan.

14.3 Employees will pay five percent (5%) and the Authority ninety five percent (95%) of the premium amount for health, vision, and dental insurance.

14.4 Effective July 1, ~~2022~~2025, employees medical and dental insurance will be provided through the Oregon Fire Chiefs Association. The medical plan, which is currently titled Medical Option 1, has a \$500 annual deductible for individuals and a \$1,500 annual deductible for families. The annual maximum out-of-pocket in-network is \$2,500 for an individual and \$5,000 for a family. The dental plan has a \$25 annual deductible for individuals and a \$75 annual deductible for families, with an annual out-of-pocket maximum of \$1,500 per member. The Authority retains the right to discontinue this insurance plan and substitute an alternative plan with comparable benefits and costs to participating employees.

14.5 Insurance Waiver – The Union and the Authority both waive their right to bargain or grieve if the insurance carrier, in its sole discretion, makes changes in the insurance plan benefit level during the term of the agreement, notwithstanding the above changes made by the carrier that increase the “maximum out of pocket” expense for the basic medical plan benefits by more than 51%, either party may request negotiations.

14.6 For all employees eligible for health insurance, the Authority will make the following lump sum contributions to an HRA/VEBA account:

- a. On July 1, ~~2022~~2025 and every July 1 following during the life of this contract, ~~\$1,500~~\$2,000 for employees with employee only coverage under the health insurance plan and ~~\$3,000~~\$4,000 for all other employees in the health insurance plan.

14.7 If the premium costs for health, dental, and vision insurance increase by more the ten percent (10%) in a single year in which this contract is in effect, the Authority and employee will equally (50/50) split the amount of the increase over ten percent (10%).

14.8 The Authority will provide members with a basic LifeMed membership or an equivalent program.

14.9 Those members who decline health, dental, and vision insurance through WLFEA will receive \$300.00 each month deposited into their HRA-VEBA account.

14.10 The Authority will provide yearly Life Scan assessments as outlined in Chapter 2 of the WFI manual and in accordance with NFPA 1582 at no cost to the employee. The participation is mandatory and is non-punitive and confidential with the employee and provider. Newly hired employees will have a

Life Scan within the first six (6) months from date of hire. Current employees will have initial Life Scans within one (1) year of July 1, 2025.

14.11 The following age-based schedule will be followed for Life Scan assessments for all employees: Employees 52 years or older will have yearly Life Scans performed, employees 40-50 years of age will have Life Scans every two years, employees less than 40 will have Life Scans every three years. These exams will be at no cost to the member. If the District is unable to schedule a member's physical while on duty, and the member is to attend off duty, they will be compensated at the overtime rate.

## Article 15 – Wages and Incentives

### 15.1 Base Salary

- a. Employees shall be paid the base wages set forth as Appendix A – Wages.
- b. Effective on July 1, ~~2022-2025~~ all bargaining unit members shall receive a wage increase of four per cent (4%). ~~except Paramedic-only employees shall receive a wage increase of two percent (2%). Paramedic-only employees will receive a wage increase of 2.5%.~~
- c. Effective on July 1, ~~2023-2026~~ all bargaining unit members shall receive a wage increase of three percent (3%) ~~two percent (2%). Paramedic-only employees will receive a wage increase of 2.5%.~~
- d. Effective on July 1, 2027 all bargaining unit members shall receive a wage increase of three percent (3%).
- d. ~~Effective on July 1, 2024 all bargaining unit members except Paramedic-only employees shall receive a wage increase of two percent (2%). Paramedic-only employees will receive a wage increase of 2.5%.~~

### 15.2 Step Assignment

- a. All regular full-time employees may be hired at any Step deemed appropriate by the Authority within their appropriate classification and in accordance with State or Federal law.
- b. Appropriate step increases will be awarded ~~on July 1<sup>st</sup> of each year~~ (12 months) from the employee's date of hire, and on the subsequent anniversary date. Employees with a hire date from January to June and due a step raise will receive their step raise on July 1, 2025 and subsequent step raises on their anniversary date. Employees hired within the months July to December will receive their following step raises on the anniversary of their hire date. to employees who have successfully completed at least six months of their probation.
- c. Bargaining unit members promoted within the Captain, Lieutenant, and Firefighter/Paramedic and Firefighter/Engineer classifications will move to the first step higher than their current base wage which results in a minimum of a 2% wage increase.

15.3 Degree/Certificate Incentives: Employees shall be paid the following incentives based on their base wage. (Any degree must be awarded from a nationally or regionally accredited university or college. Educational incentives for Associate's, Bachelor's, or Master's degrees are not cumulative.

- a. Associates Degree: 3% of base salary (excludes EMS degree if Paramedic)
- b. Bachelor's Degree: 5% of base salary
- c. Master's Degree: 7% of base salary
- d. Critical Care Paramedic: 34% of base salary
- e. Engineer (excluding Officers): 3% of base salary (Requires NFPA Fire Apparatus Driver/Operator (Driver) and NFPA Apparatus Equipped with Fire Pump (Pumper).
- d.f. Paramedic (Officers): 8% of base salary

#### 15.4 Training Coordinators

- ~~a. Training Coordinators will receive an additional ten percent (10%) of base wages. The Training Coordinator may receive temporary assignment pay when authorized and assigned to work in a higher classification in accordance with Article 13.~~
- ~~b. The appointment of Training Coordinators shall be entirely at the discretion of the Authority; any such appointment may be reassigned or discontinued by the Authority for any reason, at any point of time. Should a vacancy occur, at the Authority's discretion, the Fire and EMS Chief may choose to fill the position using a competitive process.~~

#### 15.4 Field Training Officer

- a) With the approval of the Fire and EMS Chief the Training Division Chief may assign up to one employee from each shift to be a Field Training Officer (FTO). Duties performed on behalf of the Training Division as an FTO are expected to be done while on shift.
- b) Individuals assigned as an FTO will receive an additional three percent (3%) of base wages.
- c) Assignment as an FTO will typically be for up to two years.
- d) The appointment of individuals as an FTO shall be entirely at the discretion of the Authority; any such appointment may be reassigned or discontinued by the Authority for any reason, at any point of time. Should a vacancy occur, at the Authority's discretion, the Fire and EMS Chief may choose to fill the positions using a competitive process.

#### 15.5 Conflagration /Mobilization Incentives

Employees who are certified as a NWCG wildland firefighter, engine boss, or task force leader and are deployed on an approved conflagration, mobilization or prepositioned with a Lane County Task Force will receive the following incentive applied to all regular and overtime hours for the duration of the deployment:

- a. NWCG Wildland FF1 or FF2: One (1%) percent.
- b. NWCG Engine Boss: One and one half (1.5%) percent.
- c. NWCG TFL/STL: two (2%) percent.

No incentive will be paid if the program is determined to violate provisions within the current Oregon State Fire Marshal's Mobilization Plan.



## Article 16 – Education and Career Development

16.1 The Tuition Reimbursement Program is available to all active full-time employees that have successfully completed probation and are in good standing.

16.2 Tuition reimbursement is awarded when an eligible full-time employee completes a college course with a minimum final grade of a B or higher. The Tuition Reimbursement Program is available to all eligible full-time employees actively pursuing an Associates, Bachelor's, or Master's Degree from a Nationally or Regionally accredited college or university in a relevant field of study.

16.3 A request for tuition reimbursement must be made prior to enrolling in the class. Approval of reimbursement is at the discretion of the Fire and EMS Training Division Chief and dependent upon available funds. Reimbursement will be provided after the full-time employee has completed the class and provides documentation they received a final grade of a B or higher to the Finance / HR Manager. Proper documentation includes a copy of a grade report, tuition receipt, and a memo from the employee requesting reimbursement.

16.4 Re-certification Training -The Authority realizes, in order for an employee to maintain their State of Oregon, National Registry, or Critical Care Technician certifications they are required to attend training, seminars, meetings, or other activities.

The Authority will pay the full and reasonable cost of up to forty-eight (48) hours every two years for EMT-Paramedic, thirty-four (34) hours every two (2) years for EMT-Intermediate or Advanced EMT, or twelve (12) hours for EMT-Basic for attending required EMS training, including registration, tuition, per diem, travel, and other related training expenses. If the training occurs during regular scheduled duty shifts, the Authority shall continue the employee's regular salary. If the training occurs on nonscheduled workdays the employee shall be compensated at the time and one-half rate for actual classroom or meeting hours. Mileage for personal vehicles will be reimbursed at the current GSA rates with pre-approval from the Fire and EMS Chief or designee.

16.5 Authority Required Training - If the Authority requires an employee to attend training and educational classes related to their job responsibilities, the Authority shall pay the full and reasonable cost of attending such activities. This includes registration, tuition, per diem, travel, and other related costs. The Authority shall also continue the employee's regular salary if such activities occur during regularly scheduled duty shifts. If attendance of such activities takes place on any non-scheduled workdays, the employee will be compensated at the time and one half rate for actual hours of class or meeting time. Travel time to and from the training venue will also be compensated at time and one half.

16.6 Optional Employee Requested Training during regular working hours - If an employee requests to attend training, meetings, or other training related activities during a duty shift, the Fire and EMS Chief may, at his/her discretion, continue to pay the employee's salary during these hours, temporarily adjust the employee's work schedule to cover time loss, or grant the time off as leave

without pay. The Fire and EMS Chief may at his/her discretion pay none, all, or a portion of the cost of registration, tuition, travel, per diem, or other related costs.

16.7 Optional Employee Requested Training outside regular working hours ~~Outside Training - The Authority will not pay for any cost of voluntary training outside the employee's regular working hours. .~~ The Fire and EMS Chief may at his/her discretion pay none, all, or a portion of the cost of registration, tuition, travel, per diem, or other related costs.

16.8 Paid Training - It is the responsibility of the Fire and EMS Chief to determine what employee training the Authority will pay for.

16.9 Return to Duty - Employees who attend training on a day they are scheduled for duty may be required to return to work at the end of the training.

16.10 Educational Assistance and Reimbursement - The Authority may pay the full cost (100 percent tuition and 100 percent book cost) to any employee in a course of study required for an Associate Degree in EMS. The employee must maintain a B average and complete the course. If the employee does not maintain a B average and/or fails to complete the course, the employee shall make full reimbursement for all costs to the Authority. The employee and the Authority shall sign an agreement specifying the terms of reimbursement in the event the employee is unable to maintain a B average or complete the course. The number of employees receiving educational assistance at one time during a single fiscal year may be limited by the Authority.

## Article 17 – Long-Term and Short-Term Disability

The Authority will provide long-term and short-term disability benefits for eligible employees as listed in Appendix B.

## Article 18 – Worker’s Compensation

18.1 The Authority provides benefits as required by State law for injuries and illnesses arising in the course of employment with the Authority. Employees who must take time off from work as a result of such injury or illness shall receive compensation as scheduled by law.

18.2 An employee may elect to be paid accrued sick leave benefits equal to the difference between the employee’s regular net salary and the amount of Worker’s Compensation received by the employee while unable to work due to an injury or illness covered by Worker’s Compensation until the employee’s sick leave benefits are exhausted.

18.3 Payroll liabilities such as the employee’s share of health insurance, union dues, contributions to retirement accounts, etc. shall be the responsibility of the employee. The employee may not use accrued sick leave to cover payroll liabilities.

18.3 Employees covered by Worker’s Compensation who are drawing sick leave benefits to supplement their Worker’s Compensation benefits will be credited with sick leave hours in a proportionate amount equal to the ratio of monthly Worker’s Compensation salaried benefit to the employee’s current monthly salary.

18.4 Employees on disability leave may be eligible for limited-duty assignments. The Authority shall determine the assignment or assignments available at any particular time and the duration, consistent with applicable law. Limited-duty assignments may be made by the Authority.

## Article 19 – Accidental Death and Dismemberment

19.1 The Authority shall provide a \$50,000 group life and \$50,000 accidental death and dismemberment plan, ~~and an~~ \$25,000 Accident and Health policy for all regular employees.

19.2 In addition, the current plan ~~will~~ provides a \$5000 life insurance for a spouse and \$5000 life insurance for each child.

~~19.3 If any employee chooses to purchase additional Life coverage for a higher benefit amount, the employee will be responsible for any extra expense incurred above and beyond the regular premium amount.~~

## Article 20 – Family Leave

20.1 Employees will be granted family leave and parental leave in accordance with state and federal law.

20.21 Employees may utilize all or a part of their accrued vacation or sick time to supplement their Paid Leave Oregon Benefits. ~~If the employee wants to pay for any payroll liabilities, the request must be in writing.~~ Employees may utilize sick time once their vacation time is exhausted.

## Article 21 – Bereavement Leave

- 21.1 Bereavement leave will be granted to any regular full-time employee without loss of pay following notification of the death in the immediate or extended family (~~spouse, domestic partner, parent, child, sibling, grandchild, or grandparent, mother or father-in-law, sister or brother-in-law, and/or any family member living in the employee's personal household~~as defined by state and federal law).
- 21.2 Employees will be paid for any regularly scheduled duty shifts that occur during their bereavement leave to a maximum of two (2) twenty-four (24) hour shifts.
- 21.3 For instances requiring more leave, the employee may access their accrued sick leave to extend bereavement leave, upon approval of the Fire and EMS Chief.
- 21.4 Upon receiving notification of the death, the employee should contact the Fire and EMS Chief, if possible, to request bereavement leave.
- 21.5 The Fire and EMS Chief will be responsible for scheduling the days of leave to be granted.

## Article 22 – Military Leave

Military leave will be provided pursuant to the USERRA (Uniformed Services Employment and Reemployment Rights ACT).



## Article 23 – Jury Duty and Court Witness

- 23.1 Employees required to serve as a juror will be excused with pay from any regularly scheduled duty ~~or standby hours~~ conflicting with the hours he/she must actually spend in connection with jury duty. The employee shall deposit any fee paid for this service with the Authority's Finance Manager.
- 23.2 The employee must report to work if the jury duty ends in time to permit at least 4 hours in the balance of his/her shift.
- 23.3 Upon receiving notice to serve on jury duty, the employee must immediately notify the Fire and EMS Chief or designee.
- 23.4 Any employee required to serve as a witness in connection with his employment related to Authority business will be excused with pay from any regularly scheduled duty. If employee is off duty that employee will be paid wages at a rate of time and one half per hour while serving as a witness. The employee shall deposit any fee with the Authority's Finance Manager. This provision does not include court- attendance for personal legal business or actions against the Authority. Such court attendance will not be paid, and the employee may keep all moneys received as witness fees or jury duty pay.
- 23.5 Upon receiving a notice of subpoena to appear as a witness for the Authority, the employee will immediately notify the Fire and EMS Chief or designee. A copy of the subpoena or notice must be given to the Fire and EMS Chief.

## Article 24 – Leave without pay

24.1 Employees who have been continuously employed with the Authority for at least one (1) year may request a leave of absence without pay for a reasonable period of time up to one (1) year. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, staffing levels and the expected impact of the leave on the Authority.

24.2 Requests shall be in writing and specify the starting and ending date of the leave. Requests must be approved by the Fire and EMS Chief prior to the commencement of the leave. An employee who fails to report for work on the fourth (4th) working day after the leave expires will be considered to have voluntarily resigned.

24.3 The Authority will pay for group health and dental insurance premiums to maintain insurance for a full month not including the payment made for the month in which leave commences of an unpaid leave of absence. The employee may keep the insurance in force by pre-paying the premium per month for the entire period of leave. Earned leave and sick leave shall not accrue during an unpaid leave of absence.

24.4 Leave of Absence effects on service and reinstatement:

- a. A leave of absence begins on the first day of unpaid absence from work. A leave of absence of thirty (30) calendar days or less will not affect an employee's seniority date. A leave of absence of thirty (30) calendar days or more will result in an adjustment of the employee's seniority date by the number of days that leave of absence exceeds thirty (30) calendar days.
- b. Upon the conclusion of a leave of absence, the employee will be returned to his/her former position (same job classification and scheduled hours) if the leave period has been eight (8) weeks or less. If the leave period has been more than eight (8) weeks, all reasonable efforts will be exerted to secure a suitable position for the individual.
- c. In the event that an employee returns from a leave of absence and his/her position has been eliminated or the employee in that position is on laid-off status, the provisions of the layoff clause will apply.
- d. Exceptions shall be made to these provisions as required by federal and state laws for leaves covered by statutes or regulations.

## Article 25 – Discipline

25.1 The Authority shall normally use the progressive discipline process. No regular employee shall be reprimanded in writing, have pay reduced, suspended without pay, demoted, or discharged without just cause. Counseling, warnings, verbal reprimands, and work plans are not subject to the grievance procedure. Every effort will be made to ensure that no employee is reprimanded in the presence of other employees or members of the public, which would cause embarrassment or humiliation to the employee.

If there is an objectively reasonable likelihood that discipline will occur, the employee will be entitled to union representation upon request during any investigative interview.

Any notice of disciplinary action shall specify the factual basis and charges for such action. Prior to imposition of discipline involving a reduction or loss of pay, demotion or termination, the employee shall be given the opportunity to meet with the Fire and EMS Chief or his designee to rebut the facts and argue factors in mitigation and defense. The basis for discipline shall not be changed unless new evidence is discovered. Protest of the discharge of the employee shall be made through the grievance procedure as set forth in Article 26.

25.2 Discipline of Probationary Employees. Probationary employees shall serve at the pleasure of the Authority and shall not have the right to appeal any discharge or other disciplinary action under the grievance article, and the concepts of progressive discipline and “just cause” shall not apply to a decision to terminate a probationary employee.

25.3 Removal of Certain Discipline. Documentation of discipline shall be placed in the employee’s personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, exceptions may be made when justified by a clear pattern of disciplinary action. The Authority reserves the right to the use of such documentation to refute a claim regarding the employee’s overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure.

Step 1 – written record of oral reprimand = 1 year

Step 2 – written reprimand = 2 years

Step 3 – suspension = 3 years

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

Any expired discipline will not be considered by promotion boards or referred to in written performance evaluations.



## Article 26 – Grievance Procedure

26.1 A grievance is a dispute about the interpretation of a provision or provisions of this Agreement. The Authority and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

26.2 Step I - If the attempt to resolve the problem informally is unsuccessful, the Union shall within thirty (30) calendar days of when they knew or should have known of the occurrence of the dispute or alleged violation of the Agreement reduce the grievance to writing. The written grievance shall state the specific articles(s) alleged to have been violated, an explanation of the alleged violation and the remedy requested. Once filed the elements identified in the written grievance shall not be expanded. The Union shall file the grievance with the ~~employees' immediate supervisor~~ Fire and EMS Chief. The ~~immediate supervisor~~ Fire and EMS Chief has ten (10) calendar days to respond in writing.

~~26.3 Step II - If the grievance remains unresolved or no written decision has been rendered within the required time, within fifteen (15) calendar days from the date of receipt of the Step II response, the Union may submit the grievance in writing to the Fire and EMS Chief. A meeting with the employee, union representative, and other management person(s) will be scheduled within ten (10) calendar days of the receipt of written notice to review the facts of the grievance. The Fire and EMS Chief has ten (10) calendar days to respond.~~

26.4 Step ~~III~~ II - If the grievance is not resolved, within ten (10) calendar days following the response at Step 21, the grievance, along with all pertinent written information, may be submitted by the Union to the WLFEA Board of Directors. The Board shall meet with the Union representatives, ~~and the~~ Fire and EMS Chief, and legal representatives and shall render a decision within ten (10) calendar days after the close of the meeting.

26.5 Step ~~IV~~ III - Within ten (10) days of the decision at Step ~~III~~ II or if no written decision has been rendered within the required time, the Union may submit the contractual grievance to arbitration. The Authority shall receive written notice of such submission.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. If they fail to do so, they shall within ten (10) days of the submission for arbitration, jointly request the Employment Relations Board to submit a list of seven (7) full-time arbitrators. Within seven (7) days after the list has been received, the parties or their designated representatives shall alternately strike a name from the list and the seventh (7th) and remaining person shall act as the arbitrator. The party requesting arbitration shall strike the first name.

The Arbitrator shall interpret the Agreement and determine if it has been violated. He shall have no power to add to, subtract from or to modify the terms of this Agreement. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning, and conclusions on the issues

submitted. His decision shall be submitted to the Board and to the Union and shall within the scope of his authority be final and binding on both parties.

Costs of arbitration other than the costs incurred by each party in presenting its case shall be borne equally by the parties.

26.6 As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

26.7 Any or all time limits specified in the grievance procedure may be waived in writing by mutual consent of the parties. The Union or the Authority may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the Authority to submit a reply within the specified time will result in advancing the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved.

## Article 27 – Payroll Deductions

27.1 When signed paperwork authorizing payroll deductions is submitted, ~~the~~ the Authority shall make appropriate payroll deductions for retirement, health insurance, approved savings plans, union dues, deferred compensation or other customary services, in accordance with this Agreement.

## Article 28 – Sustenance

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

28.2 The Authority will provide meal expense during the transfer of patients to a higher level of care facility for transfers of seventy-five (75) miles one way or more, or back-to-back out of ASA transfers. The meal is to be taken after the transfer of the patient is completed and in route back to Authority Headquarters.

[28.3](#) Reimbursement is limited to ~~\$20.00~~current GSA per diem rates at the patient destination per person per meal.



## Article 29 – Retirement

29.1 Employees shall be covered under the State of Oregon Public Employee Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). The employee six percent (6%) contribution is deemed “picked up” by the Authority for the purposes of ORS Chapter 238A. Employees shall not have the option of receiving the money directly and making said contribution.

29.2 If during the life of this contract, the Authority’s payment of the employee contribution must be modified due to a change in state law or a final non-appealable judgment of a court of competent jurisdiction, the Authority agrees to negotiate with the Union for a comparable level benefit.

29.3 Upon retirement, fifty percent (50%) of an employee’s unused accumulated sick leave shall be applied as provided for under ~~ORS 238.250~~ORS 238.350 and regulations established by PERS in the form of increased retirement benefits (this is only available to Tier 1 and Tier 2 employees). Accruals of sick leave greater than the maximum set forth in Article 31 Sick Leave shall be forfeited.

29.4 All employees considered by the Authority to be Firefighter qualified will be placed into the PERS Fire & Police classification. These employees must have and maintain certification as a Firefighter 1 or higher and HazMat Operations or higher.

29.5 Upon retirement, a monetary amount equivalent to up to three hundred (300) hours of an employee’s unused accumulated sick leave shall be deposited in the employee’s HRA-VEBA account.

## Article 30 – Paid Time Off Program

30.1 An employee using earned vacation leave, sick leave, jury duty and bereavement leave will be compensated based on the regular earnings applicable to the affected employee. The employee's regular earnings for the affected days shall be the maximum allowed for any paid time off during an employee's regularly scheduled shift.

30.2 When a regular full-time employee is granted medical leave of absence, he/she may be paid all unused earned leave accrued on request if the employee has completed twelve (12) consecutive months of employment in a regular position. Accrued earned leave will be paid to an employee who has been granted an educational leave of absence. An employee who has been granted a military leave of absence may be paid for accrued earned leave if he/she has completed six (6) months of service in a regular position.

30.3 Effective July 1, 2022 or upon execution, whichever is later, all regular full-time employees will receive ~~annual earned~~ vacation leave, inclusive of holidays, with pay as follows:

<u>Years of Service</u>	<u>Annual Hours Earned</u>	<u>Monthly Accrual</u>
0 thru 5 years	288 Hours	24 Hours/Month
6 through 10 years	336 Hours	28 Hours/Month
11 through 15 years	384 Hours	32 Hours/Month
16 years and above	420 Hours	35 Hours/Month

30.4 Vacation cash out. An employee shall be eligible to cash out earned vacation leave when they have a minimum of 240 hours accrued vacation time. An employee may only cash out vacation hours accrued in excess of this 240-hour threshold, up to the 600-hour maximum defined at 30.9. In some emergent or hardship situations, this rule may be waived by Authority administration. Requests to cash out vacation shall be made a minimum of seven business days in advance of the end of a pay period. The payment of vacation cash outs will be included in the employee's monthly check.

30.5 An employee may not take more than four (4) consecutive weeks of vacation at any one time.

30.6 All vacations affecting more than four (4) scheduled shifts must be planned at least two months in advance. Vacation leave requests of 30 days or more will be approved in order of seniority if submitted in January of the calendar year for which the leave is anticipated.

30.7 Employees may use earned vacation leave after completion of ninety (90) days following their hire date. ~~Employees may use earned leave upon completion of the one-year probation period.~~

30.8 Earned leave will be computed at the regular rate of pay received on the employee's normally scheduled shift and classification at the time the earned leave is used.

30.9 A maximum of six hundred (600) hours of earned vacation leave may be accumulated.



## Article 31 – Sick Leave

31.1 Sick leave is earned by all regular full-time employees at a rate of fifteen (15) hours for each month of full-time service.

31.2 Upon hire, employees will be credited with their first six (6) months of sick leave accrual.

31.3 Paid sick leave will commence with the first day of personal injury or illness. ~~A maximum of 720 hours may be utilized for any one period of illness. If long-term disability does not start, then 900 hours is the maximum. Paid sick leave will not be granted in excess of the balance accumulated.~~

~~31.4 Twenty-four (24) hours will be deducted from accumulated sick leave for each duty shift.~~

31.~~5~~4 A statement from the employee's physician evidencing the employee's inability to perform their regular duties because of illness or injury may be required at management's discretion.

31.~~6~~5 A signed release from the employee's physician permitting him/her to return to work may be required prior to the employee's return to duty.

31.~~7~~6 In those cases, where an employee has requested and been granted earned vacation leave time and experiences a disabling injury during that time, the employee is eligible to use accrued sick leave benefits instead of earned vacation leave time. A doctor's statement indicating that the employee's injury is sufficient to prevent him/her from performing regular job duties shall be required.

31.~~8~~7 Accrued sick leave benefits shall be used for a medical leave of absence during the waiting period before the disability insurance coverage begins.

31.~~9~~8 Sick leave benefits will be used in full hour increments.

31.~~10~~9 Sick leave may be used for qualifying events consistent with Oregon law.

31.~~11~~10 Sick leave may be used to supplement bereavement leave when in the opinion of the Fire and EMS Chief the employee's ability to perform his/her regular duties would be impaired.

31.~~12~~11 Employees are subject to disciplinary action for excessive absenteeism, abuse of sick leave, or for failing to notify the Fire and EMS Chief or Supervisor in advance if they cannot come to work due to illness or injury.

31.~~13~~12 A maximum of two thousand five hundred (2500) hours may be accumulated.

## Article 32 – Uniforms

32.1 Dress and uniform requirements are set by Authority policy and the required articles of clothing including safety shoes and boots, will be provided at Authority expense.

32.2 Authority employees are required to maintain their uniforms and be neat, clean, and in appropriate attire at all times while on duty. Head and facial hair shall be neat and well-trimmed. Appropriate personal hygiene shall be practiced.

32.3 All uniforms (including footwear), protective clothing, or protective ~~devises~~ devices required of employees, by the Authority, in the performance of their duties shall be furnished without cost to all bargaining unit members by the Authority and shall remain the property of the Authority.

32.4 The Authority will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, she/he will be required to purchase a replacement item from the Authority. The Authority has the authority to determine if and when replacement of any uniform item is required.

32.5 In addition to the basic attire, all employees are required to wear an approved form of Authority identification while on duty. The Authority will furnish the required identification to all employees.

32.6 All uniforms and articles of clothing and identification provided by the Authority will only be worn while on duty or on official business of the Authority.

## Article 33 – Work Equipment Reimbursement

33.1 The Authority will reimburse employees for personal property, as listed below, that is stolen, damaged, lost or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement will not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the Authority.

33.2 Employees will receive reimbursement for the specified items at the lower of the replacement cost (taking into consideration any insurance covered amount), or the amount specified below.

Item Scheduled Value, to the extent such items are not covered by insurance:

- Wristwatch \$100
- Knife/Multi-Purpose Tool \$100
- Safety Glasses, frames, Prescription Glasses or Contacts, \$350
- Cell Phone \$500

33.3 For the items above, if the Authority is able to purchase the same item the employee currently has at a cheaper rate than the employee, the Authority has the right to provide a comparable item in kind rather than cash reimbursement.

## Article 34 – Safety

- 34.1 The Authority acknowledges an obligation to provide a safe and healthy environment for its employees. The Authority, the Union, and bargaining unit employees agree to follow any and all applicable local, State, and Federal laws pertaining to health and safety.
- 34.2 Only trained and qualified Fire Officers, or acting-in-capacity Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s). The Union agrees to work with the Authority to establish qualifications and training requirements for Company Officers.
- 34.3 Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use. OrOSHA shall be notified as soon as possible and in accordance with Oregon law.
- 34.4 Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

## Article 35 – Drug and Alcohol Testing

35.1 Policy: The Authority considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health and may jeopardize the safety of co-workers and the general public. The Authority is committed to maintaining a safe and healthy workplace for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other Authority instructions.

35.2 Employee Assistance Program: The Authority has established an Employee Assistance Program (EAP) at no cost to the Employee. The general purpose of the EAP is to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including alcohol and drug abuse that may have an adverse effect on job performance.

### 35.3 Definitions

- a. Drugs and Alcohol - For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.
- b. Drug and Alcohol Test - The compulsory production and submission of urine or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use. The Authority may test for any or all drugs and/or alcohol, including but not limited to the 12-panel urine drug test that includes MDMA and extended opiates.
- c. Reasonable Suspicion - For the purposes of this agreement, reasonable suspicion exists when the employer holds a belief that is reasonable under the totality of the circumstances existing at the time and place that the employee is more likely than not under the influence of drugs and/or alcohol as those terms are defined in this agreement. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:
  - i. A pattern of abnormal or erratic behavior;
  - ii. Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in prohibited conduct as defined in Section 35.4 of this Article.
  - iii. Presence of the mental or physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
  - iv. A work-related or motor vehicle accident in conjunction with other facts which determine "reasonable suspicion";
  - v. Citing solely an anonymous tip" does not qualify as reasonable suspicion.



- d. Under the influence: For the purposes of this agreement, an individual is under the influence if a drug test reveals any detectable amount of drugs, or a breathalyzer test reveals a detectable level of alcohol.

#### 35.4 Prohibited Conduct

The following conduct is prohibited:

- a. The buying, selling, or providing; or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on Authority property or in Authority vehicles or equipment, or during work hours, including paid rest and meal periods.
- b. Being at work under the influence of alcohol, or consuming alcohol while in Authority vehicles or equipment at any time, or on Authority property during work hours, including paid rest and meal periods.
- c. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the Employee's use which has not been obtained for the purpose of abuse) while on Authority property or in Authority vehicles or equipment at any time, or during work hours, including paid rest and meal periods.
- d. Being at work under the influence of drugs as defined by Article 35.3.a while on Authority property or in Authority vehicles or equipment at any time, or during work hours, including paid rest and meal periods.

#### 35.5 Discipline and Other Action

Prohibited conduct described in Section 35.4 above shall result in termination.

#### 35.6 Grounds for Testing

- a. Pre-Hire Drug Testing. Employees in public safety positions may be required to submit to and successfully pass a post-offer, pre-hire drug test.
- b. Reasonable Suspicion Testing. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article. The Authority may test for those drugs for which it has reasonable suspicion that an employee may have consumed.
- c. On-the-Job Accidents Resulting in Serious Injury or Death. At the Authority's sole discretion, employees may be required to pass a drug and/or alcohol test after any on-the-job accident involving death, or serious physical injury. The Authority will determine whether a drug and/or alcohol test is required.

35.7 Incidents Involving Authority Vehicles. In addition to Section 35.6.c above, the Authority shall:

- a. Test each driver for alcohol if he/she receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle; and/or
- b. Test each driver for drugs if he/she receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident

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

### 35.8 Testing Mechanisms

Testing mechanisms used for any test for alcohol or drugs performed on members of the Association may include breathalyzer and/or standard laboratory blood and/or urine analysis tests. Procedures used to obtain, and test samples will be prescribed by the testing laboratory in accordance with relevant federal and states statutes as outlined in this Article.

- a. Where the Authority has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the Authority may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test. The Authority shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination.
- b. When the employee is notified that he or she is required to consent and submit to such tests, or searches as described in this Article, he or she may request the presence of a Union representative to witness the tests or searches. The tests or searches may not be unduly delayed for more than one hour in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- c. Before a supervisor, acting on behalf of the Authority under this policy, may require an employee to consent and submit to any test(s) specified in this section, or to search(s) specified in this article which require reasonable suspicion, the supervisor must first obtain concurrence from the supervisor's department head or his designee or Human Resources that the information available to the Authority about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s) or search(s).
- d. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form supplied by the testing facility.
- e. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the Authority shall require that a second confirmatory test from the same sample be conducted which also must be positive before concluding the employee has such substance(s) present in their body.
- f. If a blood or confirmed urine test is positive, the Authority will instruct the laboratory to retain the blood or urine sample for a period of not less than 30 calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the Authority.
- g. The procedures followed under this Article to obtain, hold and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent

with the needs of this Policy. The employee shall be notified of the results of all tests conducted pursuant to this Policy.

- h. Nothing in this Article is intended to establish the Authority's right to conduct random blood or urine testing to detect the presence of alcohol or controlled substances, or to conduct such tests on any basis other than reasonable suspicion or on the job accidents as described in Sections 35.6.a, 35.6.b and 35.6.c of this Article.

35.9 Prescribed Medications: An employee utilizing any prescribed medications or controlled substances that may affect his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor.

In the event there is a question regarding an employee's ability to safely perform assigned duties, the employee shall be responsible for receiving clearance from the employee's physician. For the purpose of this Agreement, under no circumstances, shall the use of marijuana constitute the use of medication under this section. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action.

35.10 Use of Over-the-Counter Medications: The use of over-the-counter medications are in no way prohibited. An employee ingesting an over-the-counter medication in doses that affect his or her ability to safely perform assigned duties must report the use of the over-the-counter medication to his or her supervisor. There will be no discipline to an employee who reports to his or her supervisor the use of an over-the-counter medication which the employee feels affect his or her assigned duties. Protected use of over-the-counter medication shall not include the use of "designer drugs" not approved by the U.S. Food and Drug Administration, or the abuse of over-the-counter drugs. Failure to report the use of an over-the-counter medication which affects an employee's ability to safely perform his or her duties may subject the employee to disciplinary action.

#### 35.11 Consequences of Test Results

- a. Test results which do not positively establish that the Employee has engaged in prohibited conduct as described in Section 35.4 of this Article shall result in no further action against the Employee related to an alleged violation of that section. The Employee shall be informed of such test results.
- b. Should an Employee be found to have committed prohibited conduct within three years following completion of voluntary rehabilitation per Section 35.12, he or she shall be terminated.

#### 35.12 Voluntary Rehabilitation

- a. The primary objectives of the Authority's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the Authority that the Employee submit to any of the tests specified in Section 35.8 of this Article,

the Employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the Employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Authority. The Employee shall enroll in and successfully complete a treatment program recommended by the doctor and any Authority payment contribution shall be governed by the Mental Health and Chemical Dependency benefit provisions of the applicable Authority health insurance plan. If the Employee fails to complete the treatment program successfully, their employment will be terminated.

- b. If an Employee has previously enrolled in voluntary rehabilitative treatment described in subsection A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 35.8 of this Article, then the Employee shall immediately submit to a medical evaluation by a doctor selected and paid by the Authority and shall successfully complete the treatment program recommended by the doctor. If the Employee fails to complete the treatment program successfully, he or she shall be terminated.

#### 35.13 Searches

- a. The Authority reserves the right to conduct searches for any reason of Authority equipment or facilities generally; and may search anything or area in which the Employee has an expectation of privacy (i.e. desk or locker) when the Authority has reasonable suspicion to believe alcohol, marijuana or other drugs may be found.
- b. The Authority may require an Employee to submit to a search of the Employee's clothing or personal property when the Authority has reasonable suspicion to believe alcoholic intoxicants, marijuana or other drugs may be found. Refusal by the Employee to submit to such a search of his or her clothing or personal property shall result in termination.

#### 35.14 Consequences of Search Results

- a. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the Employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the Employee related to an alleged violation of Section 35.4. The Employee shall be informed of such search results.
- b. Searches which reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Sections 35.5 as though a positive blood or confirmed urine test had been administered.

35.15 Interference with Policy: Any activity which purposely interferes with this Drug and Alcohol Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following:

- a. Tainting, tampering, or substitution of blood or urine samples;
- b. Falsifying information regarding the use of prescribed medications or controlled substances;
- c. Failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or
- d. Failure to cooperate with any searches.

35.16 Supervisor Training: The Authority recognizes that, in order to administer the standards and procedures set forth in this Article fairly and to minimize the possibility of unwarranted testing and searches, supervisory personnel should receive training in how to recognize and deal effectively with substance abuse in the work place. Accordingly, the Authority will provide such training to supervisors before the requirements of the Article are implemented and enforced.

35.17 Union Held Harmless: The Authority agrees to indemnify, defend and save the Union harmless from any and all claims arising solely out of Authority's acts, errors or omissions in the administration of drug testing and searches conducted pursuant to this Article provided, however, that Authority shall have no such obligation with respect to claims for which Authority would be immune if brought directly against Authority; claims, notice of which is not given by the Union within the time prescribed by ORS ~~31.275~~30.275; and claims to the extent they exceed the limits established by ORS ~~30.270~~271.

## Article 36 – Wage and Leave Accrual Conversion

36.1 When an employee transfers from a forty (40) hour to fifty six (56) hour schedule, their vacation and sick leave balance shall be multiplied by 1.4 and benefits there after will be accrued and used on the fifty six (56) hour basis. When an employee is transferred from a fifty six (56) hour to a forty (40) hour schedule, their vacation and sick leave balance shall be multiplied by 0.7 and benefits thereafter will be accrued and used on the forty (40) hour basis. When an employee transfers from a forty (40) hour to fifty six (56) hour schedule, their annual wage will be divided by 2,912 to calculate their new hourly rate. When an employee is transferred from a fifty six (56) hour to a forty (40) hour schedule, their annual wage will be divided by 2,080 to calculate their new hourly rate. Employees not covered under the FLSA 207(k) exemption will have their hourly rate modified to maintain their annual wage when switching from a 48/96 schedule to a forty (40) hour schedule (e.g., eight (8) hour days).

36.2 Insufficient Compensable Hours - In the event alterations in an individual employee's shift or schedule results in insufficient compensable hours to maintain their regular base salary for the pay period in which the shift or schedule changes occurs, the Department will make up the resulting difference in pay for that pay period. Shift or schedule changes may include but are not limited to:

- a) Changing from Daylight Savings time to Standard time or vice versa.
- b) Attending training that is one week or longer.
- c) Moving an employee from regular to light duty alternate schedule or vice versa.
- d) Moving from A to B or C shifts, B to C or A shifts, or C to A or B shifts.
- e) Academy style training schedules.
- f) Moving from forty (40) to fifty-three (53) hour schedule or vice versa.
- g) Moving from a recruit academy or assignment to a fifty-three (53) hour shift assignment

## Article ~~36~~37 – Modification

36.1 This Agreement shall be automatically renewed from year to year unless either party notifies the other in writing not later than February 15, ~~2025~~2028 that they wish to modify this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than March 15, ~~2025~~2028.

36.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

36.3 This Article shall remain in full force and effect during the entire period the Authority is required to recognize and bargain with the Union, whether or not this collective bargaining agreement has expired.

## Article ~~37~~38 – Savings Clause

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

37.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached the parties will proceed to the dispute resolution processes as provided under Oregon law.



## EXECUTION OF AGREEMENT

This agreement is hereby executed on this ~~28<sup>th</sup> day of April, 2022~~ June 26, 2025  
by:

### **WESTERN LANE FIRE AND EMS AUTHORITY:**

~~Jim Palisi~~ Mike Webb, President, Western Lane Fire and EMS Authority, Board of Directors

### **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS – LOCAL 851**

~~Kris Siewert~~ Brett Deedon, IAFF Local 851

~~Darrek Mullins, IAFF Local 851~~

~~Andy Gray, IAFF Local 851~~

## Appendix A – Wages

Effective July 1, 2025

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Captain</u>	<u>\$ 83,824</u>	<u>\$ 87,880</u>	<u>\$ 91,936</u>	<u>\$ 95,992</u>	<u>\$ 100,048</u>	<u>\$ 105,714</u>
<u>Lieutenant</u>	<u>\$ 77,376</u>	<u>\$ 81,120</u>	<u>\$ 84,864</u>	<u>\$ 88,608</u>	<u>\$ 93,578</u>	<u>\$ 98,819</u>
<u>FF/Paramedic</u>	<u>\$ 75,442</u>	<u>\$ 79,092</u>	<u>\$ 82,742</u>	<u>\$ 86,393</u>	<u>\$ 90,043</u>	<u>\$ 93,694</u>
<u>FF/EMT</u>	<u>\$ 67,704</u>	<u>\$ 70,980</u>	<u>\$ 74,256</u>	<u>\$ 77,532</u>	<u>\$ 80,808</u>	<u>\$ 84,084</u>

## Appendix B—Long Term and Short Term Disability

<u>Group Life and Accidental Death &amp; Dismemberment Insurance</u>	SDIS—The Standard	\$50,000 Life/ \$50,000 AD&D	Employee can purchase additional life up to \$300,000_	Dependent Life: Spouse \$5,000 children \$5,000
Short Term Disability	SDIS—The Standard	60% of weekly wages up to \$900 Max	Benefit begins 1 <sup>st</sup> day for accident, 8 <sup>th</sup> day for illness	Benefit lasts for 90 days
Long Term Disability	SDIS—The Standard	60% of earnings to a max of \$5,000 p/month	Benefit begins after 90 days	Benefit is offset by Social Security & PERS
24 Hour Accident/Health	Provident	\$25,000	Covers accidental death on the job	
<u>Accidental Death and Dismemberment Policy</u>	<u>Provident</u>	<u>\$50,000</u>	<u>Schedule of benefits is listed in the Benefit Resource Guide</u>	

# Emergency Vehicle Operator Training

## 600.1 PURPOSE AND SCOPE

The purpose of this policy is to enhance the safety of members and the public by ensuring that all Western Lane Fire and EMS Authority members who operate emergency vehicles, firefighting apparatus and/or ambulances as part of their duties receive appropriate training (OAR 437-002-0182(25)).

### 600.1.1 DEFINITIONS

Definitions related to this policy include:

**Ambulance** - Any privately or publicly owned motor vehicle, aircraft or watercraft that is regularly provided or offered for the emergency transportation of persons who are ill or injured or who have disabilities (OAR 333-255-0000).

**Emergency vehicle** - A vehicle that is operated by the Authority and is equipped with lights and sirens, as required by ORS 820.350 and ORS 820.370. Emergency vehicles designed for firefighting purposes may also be known as apparatus (ORS 801.260).

**Firefighting apparatus** - A mobile piece of firefighting equipment such as pumper or water tender (OAR 437-002-0182(3)). This includes pumpers, ladder trucks and aerial devices, tiller trucks, wildland firefighting, aircraft rescue firefighting (ARFF) and mobile water supply (water tender) units.

**Task performance evaluation** - Document used to report a member's ability to perform tasks of a certification level, in a controlled environment, while being evaluated. This is also known as a task book (OAR 259-009-0005).

**Tiller operator** - The driver of the rear free-axle portion of a ladder truck.

## 600.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority that all members who operate firefighting apparatus, including tiller operators, shall successfully complete driver training that meets or exceeds the requirements of the National Fire Protection Association (NFPA) 1002, 2009 edition.

Training should include written, oral and practical evaluations to demonstrate proficiency. The Training Coordinator shall annually audit and update operator training materials to ensure compliance with local, state and federal requirements.

## 600.3 PROCEDURES

All members who operate firefighting apparatus shall have certification and training validating competent operational and driving skills for the specific apparatus type, consistent with OAR 259-009-0062.

### *Emergency Vehicle Operator Training*

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All members who operate ambulances shall successfully complete driver training that meets or exceeds the National Safety Council for Emergency Vehicle Operators Course (EVOC 3) or the NFPA Fire and Emergency Services Vehicle Operations Training standards prior to independently operating an ambulance (OAR 333-250-0270).

Emergency vehicle operators shall demonstrate proficiency through completion of a task performance evaluation or a task book approved by the Authority for the specific type of emergency vehicle being operated.

#### **600.4 RESPONSIBILITIES**

It shall be the responsibility of the Training Coordinators to ensure that any member required to drive emergency vehicles and/or ambulances as part of his/her normal duties has received all training required for competent, safe operation of the vehicle. The Training Coordinators shall coordinate with the authority member appointed to monitor member driver license status to ensure members have a valid Oregon Class C Driver License, in accordance with the Driver License Requirements Policy.

The Training Coordinators shall verify the completed training by signing the task performance evaluation (or task book) and maintaining proof of the training in the records management system.

# CPR and Automated External Defibrillator (AED) Training

## 601.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the training requirements for members to maintain the current and valid certificate that is required to perform CPR and to utilize an automated external defibrillator (AED).

### 601.1.1 DEFINITIONS

Definitions related to this policy include:

**Automated External Defibrillator (AED)** - An external defibrillator capable of cardiac rhythm analysis and that will charge, with or without further operator action, and deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.

**Qualified instructor** - An individual who is qualified by the American Heart Association (AHA) or the equivalent agency to teach AED/CPR to the AHA's level of Basic Life Support for health care providers.

## 601.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority that all members whose duties include the use of an AED or the performance of CPR shall receive initial and recertification training to maintain the current and valid certificate that is required in order to utilize such equipment and/or skills. Initial training and recertification will consist of AHA-approved courses or equivalent courses and will be provided by qualified instructors at the health care provider level.

## 601.3 REQUIREMENTS

CPR and AED training should comply with the most current AHA guidelines including, but not limited to, the following topics and skills:

- Proper use, maintenance and periodic inspection of the AED.
- The importance of CPR, defibrillation, Advanced Life Support (ALS), adequate airway care and internal emergency response system, if applicable.
- Assessment of an unconscious patient to include evaluation of the airway, breathing and circulation to determine cardiac arrest.
- The administration of CPR, obstructed airway and other health care provider CPR curriculum skills.
- Information relating to AED safety precautions to enable the administration of a shock, without jeopardizing the safety of the patient, rescuers or other nearby persons.
- Recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged.
- Rapid, accurate assessment of the patient's post-shock status.

## *CPR and Automated External Defibrillator (AED) Training*

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- The appropriate continuation of care following a successful defibrillation.

In order to be authorized to perform CPR and utilize the defibrillator, an individual shall pass an AHA written and skills examination with a pre-established standard. The skills test shall meet the most current AHA guidelines.

All CPR and AED training provided by the Authority shall be approved and monitored by the AHA or equivalent agency, which shall also approve any written and skills examinations required for course completion. All instructors shall be currently certified by the AHA or equivalent agency.

### **601.4 TRAINING RECORDS**

The Training Coordinators shall be responsible for maintaining records of all CPR and AED training provided to members in accordance with the Oregon Health Authority's regulations and AHA or equivalent requirements. Records should include, but are not limited to:

- (a) The dates of the training sessions.
- (b) A list of the topics or a summary of the content of the training sessions.
- (c) The names or other identifiers and job titles of the members who received the training.
- (d) The names, certificate numbers and qualifications of the person conducting the training.

The Training Coordinators should maintain the training records in accordance with established records retention schedules.

### **601.5 REPORTING**

The Operations Chief shall be responsible for collecting and reporting AED data to the Oregon Health Authority or the authority supervising physician. It will be necessary to establish procedures for the collection, maintenance and evaluation of AED data.

# Communicable Disease Training Program

## 602.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a training program to ensure members have the skills and knowledge to protect themselves against communicable diseases.

## 602.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority to make members' health and safety a priority by providing initial and recurring communicable disease training.

## 602.3 TRAINING REQUIREMENTS

The Health and Safety Officer, working with the Training Coordinators, shall be responsible for:

- (a) Developing and implementing a training program on the Communicable Disease Policy and an Exposure Control Plan.
- (b) Remaining current on all legal requirements concerning communicable disease training mandates and reasonable training goals.
- (c) Maintaining an up-to-date list of personnel requiring training.
- (d) Maintaining class rosters and quizzes, and periodically reviewing and updating the training program.
- (e) Ensuring that the training mandates set forth in 29 CFR 1910.1030 and OAR 437-002-0360 are included in the training program and are met by all members.

## 602.4 MEMBER TRAINING

Any member whose duties place him/her at risk for exposure to communicable disease shall receive authority-provided, no-cost training during working hours (29 CFR 1910.1030; OAR 437-002-0360).

## 602.5 TRAINING RECORDS

The Training Coordinators shall be responsible for maintaining records of all communicable disease training provided to members. Records should include, but are not limited to, the following:

- (a) The dates of the training sessions.
- (b) A list of the topics or a summary of the content of the training sessions.
- (c) The name or other identifier and job title of the members who received the training.
- (d) The names, certificate numbers and qualifications of persons conducting the training.

The Training Coordinators should maintain the training records in accordance with established records retention schedules.



# Hazard Communication Program Training

## 603.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the required training regarding the authority's hazard communication program. This policy identifies who must receive training, training content requirements, when additional or supplemental training is required and what record keeping is necessary to comply with federal regulations and state law (OAR 437-002-0360; 29 CFR 1910.1200).

### 603.1.1 DEFINITIONS

Definitions related to this policy include (29 CFR 1910.1200):

**Hazardous chemical** - Any chemical which is classified as a physical hazard or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas or a hazard not otherwise classified.

**Health hazard** - Any chemical which is classified as posing one of the following hazardous effects: acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or eye irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific target organ toxicity (single or repeated exposure); or aspiration hazard.

## 603.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority, in accordance with the Hazard Communication Program Policy, to provide members with effective information and training on health hazards and hazardous chemicals in their work area at the time of their initial assignment and whenever a new hazard is introduced (29 CFR 1910.1200).

## 603.3 TRAINING REQUIREMENTS

The initial hazard communication program training shall include, but is not limited to, the following topics:

- (a) Members shall be informed of any operations in their work area where hazardous chemicals are present.
- (b) Members shall be informed of the location and availability of the written hazard communication program, including lists of hazardous chemicals and Safety Data Sheets (SDS) as required by the state.
- (c) Members shall be trained in the methods and observations that may be used to detect the presence or release of hazardous chemicals in the work area.
- (d) Members shall be trained in the physical and health hazards of the chemicals in the work area and the measures they can take to protect themselves, including specific procedures the Authority has implemented to protect them from exposure to hazardous chemicals. These include appropriate work practices, emergency procedures and personal protective equipment (PPE).

## *Hazard Communication Program Training*

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- (e) Members shall be provided with an explanation of the labeling system and the SDS, and how they can obtain and use the appropriate hazard information.

### **603.4 TRAINING RECORDS**

The Training Coordinators shall be responsible for maintaining records of all hazard communications program training provided to members. Records should include, but are not limited to, the following:

- (a) The dates of the training sessions.
- (b) A list of the topics or a summary of the content of the training sessions.
- (c) The name or other identifier and job title of the members who received the training.
- (d) The names, certificate numbers and qualifications of persons conducting the training.

The Training Coordinators should maintain the training records in accordance with established records retention schedules.

# Hazardous Materials (HAZMAT) Training

## 604.1 PURPOSE AND SCOPE

The purpose of this policy is to establish training that will meet state requirements regarding the Western Lane Fire and EMS Authority Hazardous Materials (HAZMAT) response program. This policy identifies the level of training members must receive, when additional or supplemental training is required, and the training records required to comply with Oregon law (OAR 437-002-0100; 29 CFR 1910.120).

## 604.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority that any member whose duties include a role in the HAZMAT response program shall receive training at the level in which they are expected to operate in a HAZMAT environment or at an incident involving hazardous materials.

## 604.3 TRAINING REQUIREMENTS

HAZMAT training shall be based on the duties and functions to be performed by each member. This includes training specific to the incident commander, awareness or operations level, and HAZMAT technician or specialist (29 CFR 1910.120(q)(6)).

Competencies required for all new members shall be conveyed to them through training before participating on an incident. Any member who participates or is expected to participate in an emergency response involving HAZMAT shall objectively demonstrate competency in the following areas.

### 604.3.1 FIRST RESPONDER AWARENESS

First responder awareness level training shall be provided to all individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. A member with this level of training should demonstrate competency in the understanding and recognition of a hazardous substance release (29 CFR 1910.120(q)(6)(i)).

### 604.3.2 HAZMAT FIRST RESPONDER OPERATIONS (FRO)

First responder operations (FRO) level training shall be provided for individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. A member with this level of training is trained to respond in a defensive fashion without actually trying to stop the release. This member's function is to contain the release from a safe distance, keep it from spreading, and prevent exposures (29 CFR 1910.120(q)(6)(ii)).

### 604.3.3 HAZMAT TECHNICIAN

HAZMAT technician level training shall be provided to all individuals who respond to releases or potential releases of hazardous substances for the purpose of stopping the release. A member with this level of training would assume a more aggressive role by approaching the point

## *Hazardous Materials (HAZMAT) Training*

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of release in order to plug, patch, or otherwise stop the release of a hazardous substance (29 CFR 1910.120(q)(6)(iii)).

### **604.3.4 HAZMAT SPECIALIST**

HAZMAT specialist level training shall be provided to all individuals who respond with, and provide support to, HAZMAT technicians. A member with this level of training has a more direct or specific knowledge of the various hazardous substances requiring containment. A HAZMAT specialist may also act as a site liaison to government authorities regarding site activities (29 CFR 1910.120(q)(6)(iv)).

### **604.3.5 HAZMAT INCIDENT COMMANDER**

HAZMAT incident commander level training shall be provided to all individuals who could be responsible for all decisions relating to the management of a HAZMAT incident (29 CFR 1910.120(q)(6)(v)).

### **604.3.6 HAZMAT EMERGENCY RESPONSE PLAN**

An emergency response plan shall be developed and implemented to address pre-emergency planning and coordination with additional responders prior to the commencement of emergency response operations. The plan will identify members' roles, lines of authority, and communications for all members. The plan shall be in writing and available for inspection and copying by employees, their representatives, and Oregon Occupational Safety and Health Administration (OR-OSHA) personnel.

### **604.3.7 HAZMAT ANNUAL REFRESHER TRAINING**

Members who receive an initial level of training in accordance with this policy shall receive annual refresher training of sufficient and necessary content and duration to maintain their competencies, or shall demonstrate competency in those areas at least yearly (29 CFR 1910.120(q)(8)).

## **604.4 BASELINE PHYSICAL FOR HAZMAT TEAM MEMBERS**

Members of an organized, designated HAZMAT team and HAZMAT specialists shall receive a baseline physical examination. OR-OSHA requires that medical examinations and consultations be made available to members of HAZMAT teams within prescribed time periods. All members of a designated HAZMAT team shall receive medical examinations and consultations on the following schedules:

- (a) Prior to assignment
- (b) At least once every 12 months
- (c) At termination of employment or reassignment to duties not covered by this policy
- (d) As soon as possible upon notification that the employee has developed signs or symptoms indicating possible overexposure to hazardous substances or health hazards

## *Hazardous Materials (HAZMAT) Training*

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- (e) As soon as possible upon notification that the employee has been injured or exposed above the permissible exposure limits or published exposure levels in an emergency situation

The frequency of a member's examinations may be increased if the examining physician determines that it is medically necessary. Medical examinations should include medical and work history. Emphasis should be placed on any symptoms related to the handling of, or exposure to, hazardous substances or health hazards. Medical examinations should address fitness for duty, especially as it pertains to wearing personal protective equipment under conditions that may be encountered on-duty. The content of medical examinations should be made available to the member as determined by the attending physician.

### **604.4.1 HAZMAT MEDICAL SURVEILLANCE**

Members of an organized and designated HAZMAT team, and HAZMAT specialists shall receive a baseline physical examination and be provided with medical surveillance (29 CFR 1910.120(q)(9)).

Any emergency response member who exhibits signs or symptoms which may have resulted from exposure to hazardous substances during the course of an emergency incident, either immediately or subsequently, shall be provided with medical consultation (29 CFR 1910.120(q)(9)).

Accurate records of the medical surveillance required by this policy shall be retained for the duration of the member's employment plus 30 years. This record shall contain at a minimum the following information (OAR 437-002-0360; 29 CFR 1910.1020):

- (a) The name of the member.
- (b) The physician's written opinions, recommended limitations, and results of examinations and tests.
- (c) Any member medical complaints related to exposure to hazardous substances.
- (d) A copy of the information given to the examining physician by the Authority, with the exception of authority policies and OSHA standards.

### **604.5 TRAINING RECORDS**

The Training Coordinator shall be responsible for maintaining records of all HAZMAT training provided to members. Records should include but are not limited to:

- (a) Dates of the training sessions.
- (b) A list of the topics or a summary of the content of the training sessions.
  - 1. Specific content required by regulation covered
  - 2. Manufacturer's recommendations (as applicable)
  - 3. Manufacturer's operations/service/maintenance manuals (as applicable)
- (c) The names or other identifier and job title of all members who received the training.
- (d) The names, certificate numbers, and qualifications of persons conducting the training.

# Western Lane Fire and EMS Authority

## Policy Manual

### *Hazardous Materials (HAZMAT) Training*

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- (e) Demonstration that learning took place (e.g., evaluation, quiz, test).

The Training Coordinator should maintain the training records in accordance with established records retention schedules.

# Occupational Noise Exposure and Hearing Conservation Program Training

## 605.1 PURPOSE AND SCOPE

The purpose of this policy is to establish and maintain occupational noise exposure and hearing conservation training for members exposed to noise above levels predetermined by Oregon law (OAR 437-002-0080; 29 CFR 1910.95).

## 605.2 POLICY

It is the policy of the Western Lane Fire and EMS Authority to promote member health and safety by establishing a hearing conservation program and requiring annual member participation. The hearing conservation program shall include parameters for permissible noise exposure limits, monitoring guidelines, audiometric testing procedures, hearing protection equipment and training, and documentation of the authority's efforts (29 CFR 1910.95).

## 605.3 RESPONSIBILITIES

The following procedures shall comprise the hearing conservation program for the Western Lane Fire and EMS Authority. The Training Coordinators shall be responsible for ensuring that the appropriate members are enrolled in the training. Company Officers shall be responsible for ensuring that members attend scheduled testing and training.

### 605.3.1 NOISE EXPOSURE LIMITS

The Western Lane Fire and EMS Authority shall ensure that each member is provided with protection against the effects of noise exposure any time the sound levels exceed those shown in 29 CFR 1910.95, App. A.

### 605.3.2 HEARING PROTECTORS

If control measures fail to reduce sound levels to an acceptable level for the amount of exposure, the Authority shall provide personal protective equipment to all members subject to the noise exposure and require that it be used. Members shall have the opportunity to select hearing protectors from a variety provided by the Authority (29 CFR 1910.95, App. B).

The Authority shall ensure proper initial fit and correct use of hearing protectors and shall provide training in the use and care of the equipment.

### 605.3.3 HEARING PROTECTOR ATTENUATION

The Western Lane Fire and EMS Authority shall evaluate hearing protector attenuation for the specific noise environments in which the protector will be used. Evaluation methods shall be consistent with those described in 29 CFR 1910.95, App. B. The Authority will provide more effective hearing protectors where necessary.

## *Occupational Noise Exposure and Hearing Conservation Program Training*

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### **605.3.4 MONITORING**

The Western Lane Fire and EMS Authority shall monitor noise levels in the workplace by either area monitoring or personal monitoring that is representative of a member's exposure, to enable the proper selection of hearing protectors (29 CFR 1910.95, App. G).

### **605.3.5 AUDIOMETRIC TESTING PROGRAM**

The Western Lane Fire and EMS Authority shall provide audiometric testing and evaluation to all members who are exposed to noise levels in excess of those permissible pursuant to 29 CFR 1910.95, App. C and App. D. The Authority shall provide baseline audiometric testing (preceded by at least 14 hours without exposure to workplace noise) within six months of the first noise exposure, and annually thereafter.

Each member's annual audiogram shall be compared to that member's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred.

All audiometric testing shall be conducted by properly trained audiometric professionals in compliance with state testing requirements.

### **605.4 TESTING AND TRAINING RECORDS**

The Training Coordinators shall be responsible for maintaining records of all hearing conservation program training and audiometric testing provided to members. Records should include, but are not limited to, the following:

- (a) The dates of the training sessions.
- (b) A list of topics or a summary of the content of the training sessions.
- (c) The name or other identifier and job title of the members who received the training.
- (d) The names, certificate numbers and qualifications of persons conducting the training.
- (e) Copies of baseline and annual audiometric testing and evaluation document.

The Training Coordinators shall maintain the testing and training records in accordance with 29 CFR 1910.95(m) and established records retention schedules.