

AGREEMENT

Between

THE CITIES OF EUGENE AND SPRINGFIELD

and

THE INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, LOCAL 851



**EUGENE
SPRINGFIELD**



FIRE

EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018

- 34.2 For fire suppression employees, the Department will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty, under the following conditions:
- a. When personnel are on any emergency(ies) or medical transfer(s) and out of the station for a substantial period of time prior to the hours of 1430 hours at lunch time, and 1930 hours at dinner time.
 - b. When personnel are on any emergency(ies) or medical transfer(s) for more than three (3) contiguous hours between the hours of 2200 and 0700 hours (no more than one [1] meal will be provided per night);
 - c. Employees who are assigned by a supervisor, after reporting to work, to a location other than a fire station or other Department facility, during the hours specified above;
 - d. When off-duty personnel are recalled for greater alarms of fire or other emergencies for four (4) hours or more between the hours of 2200 and 0800 hours; or,
 - e. At any other time the Captain feels the supplying of food is warranted, subject to a Chief Officer's approval.
- 34.3 The Department will reimburse employees for meals in an amount not to exceed the federal reimbursement schedule. A receipt must be submitted no later than three (3) shifts after purchase and must be signed by the person seeking reimbursement. The names of personnel for whom the meals were furnished, the date and the time, the place and location (city) where the meal was purchased, the unit number; and, the reason for the meal must be provided along with the receipt.

Article 35 USE OF ALCOHOL AND DRUGS

- 35.1 The Department and Union jointly recognize that drug or alcohol misuse by an employee would be a threat to the public welfare and the safety of Department personnel. It is the policy of the Department to prevent drug and alcohol misuse by providing education and assistance to all employees. Prohibited conduct is outlined below and may be further defined in Department policy.
- a. The use of, or being under the influence of, alcohol shall not be permitted at the work site and/or while on duty or standby.
 - b. The manufacturing, distribution, use of, or being under the influence of controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812) is prohibited on and off duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed and where its use does not present a safety hazard or otherwise impact an employee's performance or Department Operations. Marijuana is defined as a controlled substance for the purpose of this Agreement, regardless of whether or not the marijuana was prescribed, manufactured, or distributed for medical or recreational purposes.

- 1) Employees who are considering the use of medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as the Department will not agree to allow an employee to use medical marijuana as an accommodation.
 - 2) Employees must inform their supervisor about any prescription or over-the-counter drugs they are using which could adversely affect their physical or mental faculties to any perceptible degree.
 - 3) Employees must inform their supervisor if a controlled substance is ingested unintentionally so that appropriate medical steps may be taken to ensure the employees' health and safety. Employees should follow Department policy for reporting the exposure.
- 35.2 All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.
- 35.3 Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job. Reasonable suspicion could include, but is not limited to, observations concerning appearance, behavior, conduct, or speech.
- 35.4 Random or massive testing is prohibited except as specifically provided for in provision 35.8.b of this Article.
- 35.5 No testing may be conducted without the approval of a Fire Department supervisor. When giving notice of testing, the employee will be given brief documentation of the reason for the test. Any subsequent documentation will be given to the employee prior to any action being taken. It shall be the policy of the Department that, whenever possible, before ordering the testing of an employee, supervisors will consult with Human Resources to verify the appropriateness of the testing.
- 35.6 Testing Procedures: Samples will be tested for chemical adulteration, alcohol, and controlled substances (drugs). Accepted DOT and/or SAMHSA methods and standards will be employed for the collection of blood and/or urine samples.
- a. Drug and Alcohol Testing Laboratory: The Department and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine will be reported as such.
 - b. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on DOT Rule 49 CFR Part 40 Section 40.87.

- c. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .03 percent or greater.
- d. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.
 - 1) Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the Department and the Union.
 - 2) Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
- e. Procedures to be Used When the Blood and/or Urine Sample is Given and Assessed:
 - 1) The employee will be transported as soon as possible to the Department's physician's office during normal business hours or to the Department's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - 2) At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
 - 3) Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
 - 4) Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the Department's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
 - 5) If the test results exceed the limits specified in 35.6 b and c of this Article, excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results within twenty-four (24) hours after the Department learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 35.6.a of this Article.

- 6) Each step in the collecting and processing of the blood and/or urine specimens shall be documented to establish procedural integrity and chain of custody.
- 7) The Department will bear the cost of all required tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in a false positive, the City will reimburse the employee for the cost of the second sample testing.
- 8) Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- 9) All test results will be evaluated by a suitably trained physician.
- 10) Test results shall be treated with the same confidentiality as other employee medical records.

35.7 Any activity which purposely interferes with this Article may be grounds for disciplinary action as described in Article 30. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this Article to determine the presence of drugs or alcohol; or failure to comply with the requirements of this Article.

35.8 Consequences of Positive Test Results:

- a. An employee who tests positive for alcohol or controlled substances may be disciplined as described in Article 30. Any recent unintentional exposure reports (see 35.1.b.3) will be taken into consideration.
- b. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article shall be referred to a Substance Abuse Professional (SAP) at the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- c. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during the period, he/she will be subject to immediate discipline, which may include discharge.

35.9 The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement for non-occupational illnesses or injuries and current insurance policies.

35.10 Employee Rights:

- a. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein restricts the employee's right to representation under general law.
- b. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing will be discontinued except as specified in 35.8.c of this Article. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the Department.
- c. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody and the accuracy rate of the laboratory.

35.11 If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

35.12 This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the Department arising from the administration of the drug and alcohol testing program.

Article 36 MODIFICATION

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by the end of January of the year this Agreement expires.

Article 37 SAVINGS CLAUSE

37.1 The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this Agreement 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 within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.