



EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF OAKRIDGE, OREGON

AND THE

OAKRIDGE FIREFIGHTER ASSOCIATION

IAFF - LOCAL #851

JULY 1, 2020 - JUNE 30, 2023

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## **THE CITY OF OAKRIDGE**

**and**

## **THE OAKRIDGE FIREFIGHTERS, LOCAL #851 (IAFF)**

### **PREAMBLE:**

This agreement is entered into by and between the City of Oakridge, hereinafter referred to as the "City," and the Lane Professional Firefighters Association, IAFF Local 851, hereinafter referred to as the "Union" or "employees."

It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to set forth the full and complete agreement between the parties on wages, hours, and other conditions of employment.

### **ARTICLE I - Recognition and Scope of Agreement**

The City recognizes the Union as the exclusive and sole bargaining agent for regular, full-time, non-supervisory employees of the Emergency Services (Fire and Ambulance) Department, for the purpose of bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

Emergency Services Department personnel will not be asked to work out of their fields of expertise or job description except in an emergency involving loss of life or property.

### **ARTICLE II - Union Business**

#### **1. UNION MEMBERSHIP**

##### **A. DEDUCTION OF DUES**

Membership in the Union shall be available to all members of the bargaining unit and shall be the choice of the individual employee.

The Union shall notify the City of the current rate of dues in a timely manner which will enable the City to make necessary payroll deductions as specified below.

The City shall deduct from the paycheck for pay period of each month of all employees in the bargaining unit who have authorized such deductions the specified amount for the payment of Union membership to the Union.

The City agrees to deduct on a monthly basis from the payroll check of employees covered by the agreement who so request in writing voluntary contributions to be paid to the Union. In accordance with ORS 243.702, the parties agree that if these types of voluntary contributions are declared to be legally invalid at any point during the life of the *Agreement*, then this section shall be reopened for negotiation upon request by either party.

## B. DUES TRANSMITTAL/HOLD HARMLESS

The City agrees to remit the aggregate deductions, together with an itemized statement in Excel format to the Union, by the first day of the succeeding month after such deductions are made. Such statement will include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period, employee ID number.

The Union agrees to fully defend and indemnify the City and hold the City harmless from any liability or claims, suits or proceedings arising out of the City's faithful compliance with the terms of this Article, provided the City notifies the Union in writing of such claim and tenders the defense to the Union. Reasonable costs incurred in the defense of the City by the Union in any legal action or proceeding brought against the City for implementing or carrying out the provisions of this Article shall be borne by the Union. The City agrees to cooperate fully in the defense of the claim. Nothing in this section shall be construed as to limit the City's obligation to deduct and transmit dues and fees to the Union. Such amount shall not exceed Union dues.

## 2. SECURITY

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket lines established within the coverage area by any other labor organization when called upon to cross a picket line in the course of their duty.

The Union agrees that during the term of this agreement, its membership will not strike, or otherwise interrupt the employee's service to the public.

The term "strike" as used in this agreement means the failure with others to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sit-down, sick-out, refusal to work, work interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike" as used herein also means in any manner interfering with the operation of the Emergency Services Department of this City.

The employer agrees that it cannot affect a lock-out policy against the Membership.

## 3. REPRESENTATION

Union representatives of up to two members of the work force shall be allowed time off with pay, provided that such time off falls within their regular work schedule, to attend labor/management meetings and labor agreement negotiations with the City of Oakridge. Union will supply relief personnel at no cost to the City.

## 4. CONVENTIONS AND CONFERENCES

Members shall be granted an aggregate of five (5) shifts per year to perform their union functions, including attendance at conventions, conferences, and seminars without loss of pay. Union will supply relief personnel of equal rank at no cost to the City.

## 5. USE OF FACILITIES

In order that on-duty Firefighters may attend Union meetings, it is agreeable with the Employer that the Union may conduct meetings in the Emergency Services Department facilities.

## 6. HOLD HARMLESS

In any disputes between the employee and the Union regarding Union dues or employee objection to payment based upon a bona fide religious objection, the Union will hold the City harmless.

### **ARTICLE III - Management Rights**

Except as otherwise specifically limited by the terms of this agreement the City and PECBA retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of it.

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

1. To determine the services to be rendered to the citizens of the community.
2. To determine and to follow the City's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed.
4. To close or liquidate any office, branch, operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities so long as such action is not in violation with the provisions of this agreement or implemented in an arbitrary, capricious, or discriminatory manner.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
9. To contract or subcontract work as may be determined by the City, provided that work has not been previously and regularly performed by employees in the bargaining unit,

the City acknowledges its requirements under ORS 243.650 - 243.782 and applicable rules, rulings, and proceedings under the statute.

10. To assign shifts, workdays, hours of work and work locations.
11. To designate and to assign all work duties. To determine the need for the qualifications of new employees, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
13. To determine the need for additional educational courses, training programs, on-the-job training, and cross training within the scope of the department, and to assign employees to such duties for such periods to be determined by the City.
14. To take all actions necessary to carry out the City's and department's mission in emergencies.
15. To perform all other functions not otherwise expressly limited by this agreement.
16. And unless abridged, to determine the effect on employment conditions of actions taken by the City based upon its rights as set forth in this article.

#### **ARTICLE IV - Working Conditions**

1. DEFINITION: As used in the article

A. Overtime means:

- i. Those hours worked in excess of and contiguous with an employee's assigned shift.
- ii. Those hours worked in excess of the FLSA standard for the applicable work schedule.
- iii. Work in addition to the employee's regular schedule.

B. Callback means:

Those hours worked which are not contiguous with an employee's assigned shift and are worked in response to a fire or other emergency alarms which requires the callback of additional personnel to augment on-duty personnel or to maintain staffing levels. Callback shall be paid at the rate of time and one half (1 1/2) for a minimum of two (2) hours. No person shall be paid twice for the same hours.

C. Mandatory Overtime means:

When an unanticipated shift vacancy occurs, and no one volunteers to work this shift, the off-going employee will work the first 24 hours of the vacant shift. The second 24-hour period shall be filled by the employee scheduled to work the next scheduled shift.

## 2. SCHEDULES:

### A. 40-Hour Employees:

Employees will be scheduled up to forty (40) hours in a week. The employee will work a flexible 5-day work schedule, but no less than two consecutive days off. 40-hour employees may be used to fill in for absences of shift employees after being offered to 24-hour shift employees. The hourly rate of pay will be prorated to the shift hourly rate.

### B. Normal Schedule:

All referenced as shifts in this contract are consistent with the following definitions.

- i. The normal schedule for shift employees shall consist of a forty-eight (48) hour shift. Each shift will be followed by a ninety-six (96) hour off duty period. Shift employees will be compensated at the regular hourly rate for shift hours worked.
- ii. The City agrees to consider alternate scheduling options provided that the options maintain necessary staffing levels. The Fire Chief and the Union may meet to develop a scheduling policy.

### C. Training Time:

All training hours that are required and directed by the Fire Chief, for maintaining certifications required by the City or for drills shall be compensated as hours worked.

### D. Paid Leave Hours:

Paid leave hours taken as a result of an employee's accumulated leave shall be considered as hours worked.

## 3. OVERTIME

### A. Shift Employees:

Employees working a normal shift schedule will be compensated on a 28-day, 212-hour cycle for FLSA purposes. If additional time in excess of 212 hours is worked, overtime shall be paid at one and one-half times the regular rate of pay.

### B. 40-Hour Employees.

If additional time in excess of 40 hours per week is worked, overtime shall be paid at one and one-half times the regular rate of pay.

## 4. LEAVES, OTHER THAN LONG-TERM ABSENCES

For all scheduled leaves, the City within 45 days of such leave shall offer such work to qualified bargaining unit members, with the offer being first extended to



shift employees. If within eight (8) days, the City has not been notified of a replacement/fill-in the City may offer the shift to a non-union member or volunteer. For leave requests or absences not scheduled 45 days in advance, the City may offer the shift to a non-union employee or volunteer if the City has first attempted to contact and offer the work to qualified bargaining unit members.

## **5. WORK HOUR LIMIT**

Due to safety concerns, no firefighter shall be permitted to work more than 72 consecutive hours on duty, unless approved by the Fire Chief, or his designee.

## **ARTICLE V - Payroll Deductions**

The employer shall, with written authorization of the employee, make applicable payroll deductions so authorized by the employee.

The employer shall remit the amount of Union dues to the Union Treasurer each month. The Union will hold the City harmless for deduction errors so long as such errors are promptly adjusted.

## **ARTICLE VI - Clothing Allowance**

The department shall provide all necessary uniform items, including footwear. The department shall provide 2 sets of turnouts per employee. Turnouts shall be used and maintained in a sanitary and reliable condition. Advanced inspections of all protective ensemble elements that are issued shall be conducted at a minimum of every 12 months or whenever routine inspections indicate that a problem could exist. Turnouts shall be inspected annually by a certified turnout technician. All uniforms, protective clothing, boot and protective devices required of employees shall be furnished without cost to the employee. Boots, protective items, and uniforms are for Department activities and purposes. Employee is responsible for other than duty damage. Replacement of uniforms shall be on an as needed basis as approved by the Fire Chief. Such approval shall not be unreasonably withheld.

## **ARTICLE VII - Education**

1. Employees may be granted time off with pay for educational purposes, at the discretion of the Fire Chief.
2. Paramedic training must be authorized by the Fire Chief. The City will provide 100% of the cost of tuition and books for courses preauthorized by the City, including paramedic training. Any books purchased by the City shall remain the property of the City and shall be kept in the Emergency Services Department library. If the FF/EMT does not complete a course due to circumstances within his/her control, he/she shall reimburse the City the cost of the tuition. Any training time will not be eligible for overtime compensation.

## **ARTICLE VIII - Holidays**

### **1. SHIFT EMPLOYEES:**

Shift employees working 24-hour shifts earns six (6) shifts per year as compensation for holidays in lieu of those authorized by the City Council. A shift shall include the duty day and callback day. Holiday time will be added to the employee's vacation time. Holiday time is earned from the anniversary date and pro-rated if necessary upon termination of employment.

### **2. 40 HOUR PER WEEK EMPLOYEES:**

Employees working eight (8) hour days/40 hour's week shall be entitled to the following holidays with pay: New Year's Day, Martin Luther King Jr. Day (3rd Monday in January), Presidents Day (3rd Monday in February), Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas.

### **3. PART-TIME EMPLOYEES:**

A part-time employee may be entitled to holiday pay on a prorated basis, as may be provided for in the City's personnel rules for all other non-represented employees.

- 4.** Holidays, which occur during vacation or sick leave, shall not be charged against such leave.
- 5.** When an authorized holiday falls on an employee's day off, such coincidence shall not reduce the total time off with pay that the employee shall receive. The holiday shall be treated as if it has fallen on his/her next workday.

## **ARTICLE IX - Health and Welfare**

### **1. HEALTH, VISION, DENTAL INSURANCE AND LIFE INSURANCE**

The City agrees to provide the current level of Medical, Vision, and Dental insurance, which is represented in the City Insurance Service (CIS) Copay A Plan with prescription drug plans for all full time regular and probationary employee's, spouse and or dependents, in accordance with the City health insurance coverage or coverage as required by Oregon law.

However, should the City provide better coverage or coverage at a lower employee cost for other City employees, it will provide that same coverage or employee premium cost- sharing at that same rate to this bargaining unit.

Coverage shall begin the first day of the month following the first (30) days of employment.

Cost Share. The employee's share of health insurance premium cost shall be 7%. Employee payments for insurance shall be pre-taxed payments.

The City will provide \$50,000 of term life insurance for each covered employee.

The City will provide a \$2,250 VEBA for all full-time regular employees.

The City will provide MASA service to each eligible employee, spouse and dependents.

## 2. PHYSICAL

All members of the bargaining unit will be provided access to the necessary equipment to insure appropriate and applicable levels of physical fitness as determined necessary to comply with the agility standards typical for entry into the department. Management reserves the right to require testing for standards compliance from time-to-time. Compliance will consider and adjust for the age of employees following 5 years of continuous employment with the department. The City will provide all appropriate and applicable equipment, as shall be determined by management, and all members of the bargaining unit will participate in a physical fitness program prescribed by the department.

## 3. WORKERS COMPENSATION

The City shall furnish Workers Compensation Industrial insurance (or equal) for each employee. The City shall pick up and pay the daily worker's compensation assessment on employees and coverage shall be without cost to the employees to the extent allowed by state statute.

## 4. SICK LEAVE

Sick leave shall be earned for the purpose stated herein by each full-time employee at the rate of one shift for each calendar month of service commencing with the date of employment. Sick leave may be accumulated to a total of 1440 hours for 24-hour shift personnel, and a total of 480 hours for 8-hour shift personnel.

Employees when unable to perform their work duties by reason of illness, injury, or exposure to a contagious disease that would endanger the health of the public or fellow employees may use sick leave. Sick leave may also be used by reason of illness or injury of an immediate family member where the employee's presence is necessary for the care of the family member and evidence of such has been provided to the Fire Chief. Immediate family members shall mean mother, father, husband, wife, brother, sister, son, daughter, mother-in-law, or father-in-law. Sick leave may be used for non-emergency dental or medical appointments.

All employees off duty for more than two (2) shifts due to illness or injury must present a certificate by the attending physician that states that the employee was unable to perform his/her duties during the time off and is fit to return to work. The Fire Chief may require medical documentation for absences of lesser duration.

The employee must notify the Emergency Services Department of his/her intended use of sick leave as early as possible, but in no event less than one hour before his/her regularly scheduled starting time.

## 5. INDUSTRIAL COMPENSATION

A. For on-the-job injury, an employee may coordinate their sick leave benefits with worker's compensation at his/her option. The employee may receive only that portion of his/her regular salary that will, together with industrial insurance compensation, equal his/her regular gross salary, minus any mandatory or voluntary deductions. Sick leave shall be charged accordingly.

B. Alternatively, the employee may accept industrial insurance compensation in lieu of sick leave with pay.

## 6. USE OF ALCOHOL AND DRUGS

This agreement acknowledges and adopts a Uniform City "Use of Alcohol and Drugs" policy (Appendix "A"), except that all employees required to have a Commercial Driver's License (CDL), shall fall under the selection and testing provision of that CDL program only and shall not be included in the general city pool for random selection and testing. This policy is not intended to replace the threshold limits or the other provisions of ORS Chapter 182 requiring the reporting of any EMT guilty of medical incompetence, unprofessional or dishonorable conduct, or mentally or physically inability to function as an EMT. This policy acknowledges and adopts Oregon Administrative Rule (OAR) 333-265-0000 that defines the applicable behavior and the use of illegal drugs on off-duty time. In addition, this same OAR applies to the use of alcohol while on-duty, within 8 hours prior to on-duty status, and while in on-call status.

## ARTICLE X - Other Leave of Absence

### 1. DEATH IN FAMILY

In addition to other leave, an employee shall be granted not more than two (2) shifts funeral leave, at regular salary, in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, domestic partners as defined by OAR 839-009-0210, and the grandparents of the employee and his/her spouse. This special leave shall not be accrued.

### 2. PARENTAL LEAVE

Parental leaves will be granted in accordance with the Oregon Family Leave Act and the Federal Medical Leave Act as applicable.

Paid leave may be used during parental leave.

### 3. LEAVE OF ABSENCE

A permanent employee may be granted a leave of absence when the work of the department will not be handicapped by his/her absence. Request for said leave must be in writing and must be reviewed by the Department Head and approved by the City Administrator.

Compensation will not be continued during the leave of absence. Other factors including position, seniority, and accumulated leaves will remain static.

An employee on leave of absence may pay to continue his/her and family benefits for as long as the insurance policy allows.

### 4. JURY DUTY

Employees called to serve on jury duty will earn their regular pay for the period. Any jury duty stipend paid the employee shall be assigned over to the city if earned during hours normally worked and/or compensated for as regular salary. When excused from jury duty the employee shall promptly return to the fire station for assignment. The Fire Chief may request that jury duty be deferred.

## 5. COURT APPEARANCES

If an appearance before a court, legislative committee, or other judicial or quasi-judicial body is required as a function of an employee's official assigned duties and professional responsibilities, and the appearance occurs on an employee's scheduled day-off, he/she shall be compensated per the terms of this agreement.

## 6. SHIFT TRADES

Employees may trade shifts, when in the judgment of the Fire Chief, such exchanges do not interfere with the operation of the Emergency Services Department. The request for shift trade must be made to and approved by the Fire Chief not less than twelve hours prior to such exchange. Shift exchanges shall not cause overtime, and the union agrees to hold the city harmless for any and all such claim(s) that may arise from such exchanges.

## **ARTICLE XI • Acting in Capacity**

Employees temporarily assigned by the Fire Chief to "Acting in Capacity" shall receive payment equal to the salary established for the entry level of the position they are acting in, or 5% above the employee's salary, whichever is greater for the period of time that the employee serves in that position.

## **ARTICLE XII• Termination of Employment**

### 1. RESIGNATION

Employees shall provide the Fire Chief with two (2) weeks written notice of intended resignation. Their accumulated leave will be compensated on the effective date of the resignation, consistent with the terms of this agreement and Oregon labor statutes.

### 2. LAYOFF

If the City should reduce its workforce, layoffs or recalls shall be made within each job classification based on seniority. Seniority shall be defined as the total length of continuous service since the last date of hire in the department. Any employee who is to be laid off who had advanced to his/her present classification from a lower classification in which he/she held a permanent appointment shall be given a position in a lower classification. Lay-off status shall not extend beyond eighteen (18) months from the date of layoff. It is the employee's responsibility to keep the current address on file with the City. Layoffs will not be used as disciplinary action and all steps should be followed to ensure no violation of employees' rights.

Health and life insurance will continue for at least 30 days after the layoff. Accumulated vacation time will be paid. Personnel to be laid off shall be notified in writing 30 days prior to the lay-off and given the reasons for the lay-off.

### 3. DEATH/RETIREMENT/DISABILITY

In the case of termination due to death, retirement, or disability, he/she or his/her beneficiary shall receive full pay for earned unused vacation time.

## **ARTICLE XIII • Grievances**

Grievance is hereby defined as a complaint, raised by the Union in behalf of its members, as to the correct interpretation or application of this agreement by the City. It is the purpose of this section to provide the employees and the Union with an orderly and effective means of achieving considerations of grievances that may arise during the life of this agreement.

Step 1. Attempts will be made to resolve potential grievances informally between the employee and the Fire Chief whenever possible. If informal discussions fail to resolve the issue, the grievance procedure outlined below shall be followed:

Step 2. The employee and Union representative shall discuss the grievance with the Fire Chief within 12 calendar days of the issuance of the notification of discipline or violation of interpretation or application of this agreement. The Fire Chief shall respond to the grievance as quickly as possible, as but no later than 10 calendar days after the grievance is first discussed.

Step 3. If the grievance remains unresolved, the Union shall submit the grievance, along with all pertinent written information, to the City Administrator within 10 calendar days from receipt of the Fire Chief's written decision. The City Administrator shall meet with the Union representatives, and the affected employee, with the Fire Chief in attendance within 10 days. The City Administrator shall render a decision within 10 calendar days of that meeting.

Step 4. If the City Administrator's decision does not resolve the grievance, it shall be submitted by the Union to an arbitrator.

A list of seven (7) Oregon arbitrators shall be requested by the Union from the Employment Relations Board and both parties shall alternately strike one (1) name from the list until only one is left. The City strikes the first name. One day will be allowed for the striking of each name.

The City and Union representatives and the employee shall meet with the arbitrator at a mutually convenient time. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated.

### **Grievance Considerations:**

A. All grievances arising out of the same occurrence, and grievances involving the same employee filed within sixty (60) calendar days of each other, shall be heard at the same arbitration hearing, unless the parties mutually agree to submit the grievances at separate arbitration hearing. The cost of the impartial arbitrator, court reporter or stenographer if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator.

B. To the extent consistent with State Law and rules concerning public meetings and records, all meetings and hearings under this provision shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this article. All information relative to the grievance and resolutions accomplished by the procedure shall be considered exempt from public disclosure by either party in an effort to ensure confidentiality to the employee.

C. Unless extended by prior mutual agreement, the parties to a grievance shall be bound by the time limits contained in this article. If the grieving employee fails to respond within the required time limits, the grievance shall be deemed abandoned. If the City fails to respond within the required time limits, the grievance shall be advanced to the next step.

D. Calendar days means every day of the week including Saturday, Sunday and Holidays.

#### **ARTICLE XIV - Discipline and Discharge**

An employee having less than twelve (12) months of continuous service as a regular full-time firefighter/EMT shall serve at the pleasure of the City. The City has the option of extending the probationary period for an additional six (6) months when deemed necessary.

An employee having continuous service after completing his/her probationary period successfully shall be disciplined for just cause only. If the department head determines that there is cause for discharge, he/she shall suspend the employee with pay and shall deliver to the employee a written notice of such suspension specifying the grounds for such action and notification to the employee of his/her pre-disciplinary hearing rights.

Discipline shall be determined only after a pre-disciplinary hearing. Protests of the discipline imposed on the employee shall be made only through the grievance procedure as set forth in Article XIII. In the event that the employee is found innocent of any charge he/she shall be reinstated in the department without loss of pay, sick leave or vacation accrual.

#### **ARTICLE XV - Wages**

Employees shall be compensated in accordance with the salary schedule attached to this agreement marked Exhibit "A", which is hereby incorporated into and made a part of this agreement. Compensation for straight-time hourly rate is determined by dividing the base monthly salary by 212 for 24-hour shift personnel and 173.3 for 8-hour shift personnel.

Effective July 1, 2020 the City shall increase all members' salaries to the salary schedule attached to this agreement marked Exhibit "A" for their designated step and range.

Effective July 1, 2021 the City shall increase all members' salaries by 2.0%.

Effective July 1, 2022 the City shall increase all members' salaries by 2.0%.

All employees with satisfactory performance will advance to the next available step of their applicable range within the salary schedule on the anniversary of their hire date or the anniversary of their last advance.

Longevity Pay: Employees shall receive an increase to their base salary for continuous service to the City per the following schedule. Increases in longevity pay are not cumulative:

After 5 years –1.5%

After 10 years –2.0%

After 15 years –2.5%

After 20 years –3.0%



## **ARTICLE XVI -Pay Period**

Employees shall be paid on a monthly basis. Unless the City adopts a bi-weekly or semi-monthly payroll period, employees may request an advance on their wages once a quarter. Requests for a payroll advance must be in writing to the Finance Director or administrative person in charge of payroll processing using the proscribed form at least three days before the advance occurs. Advances will be made between the 10th and 23rd in the month requested. Advances must be in increments of \$100. Any advances will be deducted from the next monthly payroll for that employee. Advances are limited to no more than one third of the employee's gross base monthly salary. Advances will be deposited to the employee's direct deposit account used for regular payroll.

Employees may request an emergency advance in addition to those described above which will be granted at management's discretion. The same procedures apply for these advances however management will consider the circumstances if a request is made for an amount in excess of the limits noted above.

## **ARTICLE XVII -Vacations**

For 24-hour shift personnel: Employees shall earn vacation according to the following schedule. No vacation time shall be used during the first year of employment.

4 shifts/year through the 3<sup>rd</sup> year  
5 shifts/year for the 4<sup>th</sup> through 8<sup>th</sup> year  
6 shifts/year for the 9<sup>th</sup> through 14<sup>th</sup> year  
8 shifts/year for the 15<sup>th</sup> through 19<sup>th</sup> year  
10 shifts/year after the 20<sup>th</sup> year

For eight (8)-hour day / 40-hours per week employees: He/she shall be eligible to accrue annual leave with pay, but is not eligible to take any vacation, or compensation in lieu of vacation, until one year after their date of employment.

An eight (8)-hour day / 40-hours per week employee begins accruing annual leave from the date of employment on a monthly basis in relation to the number of hours worked.

1. Eight (8)-hour day / 40-hour week employees shall earn annual leave as set forth and described in applicable City Ordinance and policy as generally outlined below:

SERVICE MONTHS (YEARS)	MONTHLY ACCRUAL	ANNUAL ACCRUAL
1thru 36 Months (0-3 years)	6.67 hours	10 days
37 thru 96 Months (4-8 years)	8.67 hours	13 days
97 thru 168 Months (9--14 years)	11.34 hours	17 days
169 + Months (15 + years)	15.34 hours	23 days



2. No employee may carry more than twice the annual accumulation as provided for above.
3. Additional vacation and holiday time may also be requested to accommodate employee vacations.
4. Employees transferring from the forty-eight (48) hour work period to the forty (40) hour work week will have their hours and benefits converted to assure the same total dollar value for a given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the forty (40) hour work week to the forty-eight (48) hour schedule.
5. Vacations will be scheduled in accordance with the following rules:
  - A. The City shall provide a vacation signup calendar by the 1st of December of each year.
  - B. Bargaining unit members shall select vacation time of up to their allowed accumulation on this calendar by the 1st of January.
  - C. Additional vacation and holiday time may also be requested to accommodate employee vacations.
  - D. The Fire Chief or designee shall approve/disapprove all vacation requests by the 31st of January of that year (3 weeks for the approval process and 1 week to resolve conflicts). Due to the fact that vacation scheduling takes the month of December and January, if an employee wants vacation time off in January, he/she may submit a request as early as possible during the calendar year and Chief shall consider approval of time if the employee requests.
  - E. Vacation requests may be requested at any time and must be submitted eight (8) days or more prior to the requested shift off. The Fire Chief or designee must approve/disapprove these requests within 96 hours. This rule may be waived in the event of an employee emergency.
  - F. Vacations may be canceled only for declared emergencies, i.e. forest fires, floods, conflagrations, or natural disasters, and/or due to unanticipated bargaining unit staff resignations or transfers or inadequate staffing levels.
  - G. The City will endeavor to insure that all members will be given time off. A failure by management to schedule vacation relief will not be considered an emergency. However, if the open shifts are not filled by staff members, in accordance with Article IV, Section 3, Right of First Refusal the City may use non-represented staff, contract employees, or qualified volunteers to assure that member's scheduled vacations are not inadvertently impacted.
  - H. The City may consider special circumstances for the purpose of a

member's desire to schedule vacations in excess of one year in advance. Such additional consideration shall allow management time for consideration of up to three (3) weeks and if scheduling conflicts are encountered or expected, an additional week to resolve those conflicts.

- I. Open shifts shall be offered to bargaining unit members first. In the event that the open shift is not filled by paid staff the City may use non-represented personnel, volunteers, or contract employees.
6. Employees may request a vacation buyout for up to 120 hours per year. Requests for up to 48 hours may be submitted on the monthly timecard, "vacation Buyout" shall be listed in the "reason" section. Requests for buyout in excess of 48 hours must be pre-approved by the Fire Chief. To be eligible, the employee must have taken at least 96 hours of vacation in the preceding eleven (11) months. An employee's vacation balance must be sufficient to cover the requested buyout. No vacation buyout may be requested in the months of May and June.

During the summer months, approval of requested time off may be limited due to consideration of other employee's vacation requests.

## **ARTICLE XVIII - Retirement System**

The City shall continue to participate in the Public Employees Retirement System, or its successors as determined by the State of Oregon. For the life of this Agreement, the City shall pay the six-percent employee's contribution to the Individual Account Program (IAP).

Oregon Public Service Retirement Plan (OPSRP). During the term of this Agreement the City shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The City shall pick up, assume and pay the employee's contribution to the Individual Account Program (IAP) in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative Rules pursuant to the OPSRP statute.

## **ARTICLE XIX - Contract Termination and Reopener**

### **1. LENGTH OF CONTRACT**

This agreement shall be effective as of the first day of July 2020, and except as provided in this article, shall remain in full force and effect without reopening or further bargaining on any subject specifically contained herein until the 30<sup>th</sup> day of June, 2023. This agreement will remain in full force and effect during the period of negotiations.

### **2. REOPENER**

Either the City or the Union may open for negotiation. Any such re opener must be given in writing to the other party by the tenth of January 2023.

### **3. MUTUAL REOPENER**

Any subject contained within this agreement may be opened at any time upon mutual

agreement of both the City and the Union.

Any reopener shall include the topic and language of the proposed modifications in writing. Negotiations shall begin not later than February 1 in the case of Section 2, above; or 30 days after written agreement in the case of Section 3, above.

#### **ARTICLE XX - Dispute Resolution**

The Union and the City agree to form a joint labor-management committee to be used in the event a dispute arises other than a contract grievance. (i.e. an unfair labor practice). This committee shall be composed of Union representation team and a City representation team. This committee shall have thirty (30) days to meet and attempt to settle the dispute. Either party may call for the committee to convene. If after the thirty (30) days the dispute is not settled, the moving party may proceed to the applicable venue of jurisdiction (i.e. Employee Relations Board for a ULP or appropriate legal jurisdiction).

#### **ARTICLE XXI- Severability Clause**

If any provisions of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision would be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the City or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of Strikes/Lockouts Article shall continue in full force and effect even though a satisfactory replacement is not achieved.

#### **ARTICLE XXII- Residency**

It is strongly recommended a firefighter/EMT maintain a residence within the Oakridge Westfir Hazeldell area in order to meet standby / emergency response requirements. All employees hired after the signing of this Agreement are encouraged, by completion of their probationary period, to have their primary place of residence and be a legal resident of the Oakridge, Westfir, or Hazeldell area. The City may grant exceptions to this on a case by case basis. Such exemption request shall not be arbitrarily denied.

#### **ARTICLE XXIII - Meal Allowance**

The city agrees to pay the actual cost of meals for ambulance runs that are contiguous and last longer than 3 hours during which time a regularly scheduled daytime meal would be taken or are of more than 120 miles (round trip). Reimbursement will be accordance with the rules of the Oakridge personnel ordinance or other administrative rules.

## **ARTICLE XXIV - Execution of Agreement**

In witness whereof, the parties have set their hands this \_\_\_\_\_ .

For the City of Oakridge

For the IAFF Local #851

\_\_\_\_\_

\_\_\_\_\_

## Exhibit A - Salary Schedule

EXHIBIT "A"  
2014-2015 Fiscal Year

Step	A	B	C	D	E	F	G
Range							

2016-2017 Fiscal Year

14	3764	3876	3993	4112	4236	4362	4493	FF/EMT
15	3951	4070	4192	4318	4447	4580	4717	EE/EMT/MECH
16	4149	4273	4401	4533	4670	4810	4954	
17	4356	4487	4622	4760	4903	5051	5203	EMS/Fire Captain

FY 20-21		Salary Schedule						
		A	B	C	D	E	F	G
14	Monthly	3,991.72	4,110.50	4,234.58	4,360.78	4,492.28	4,625.90	4,764.83
15	Monthly	4,190.04	4,316.24	4,445.62	4,579.24	4,716.04	4,857.09	5,002.38
16	Monthly	4,400.01	4,531.52	4,667.26	4,807.25	4,952.54	5,101.01	5,253.72
17	Monthly	4,619.54	4,758.46	4,901.63	5,047.98	5,199.63	5,356.59	5,517.78

## APPENDIX A

### Use of Alcohol and Drugs

1. Statement of Principle: The City of Oakridge and the Oakridge Firefighters Association, IAFF Local #2502 jointly recognize that alcohol and drug use by an employee which adversely affects job performance may constitute a serious threat to the health and safety of the public welfare and the safety of the employees and coworkers. It is the policy of the City to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees. The use of, or being under the influence of alcoholic beverages or unauthorized/illegal drugs shall not be permitted at the work site and/or while on duty.
2. Notice of Policy: 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 him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.
3. Reasonable Suspicion Testing: Testing may be required for reasonable suspicion when an employee is judged, based upon observations by a supervisor, the employee's appearance, behavior, speech, or body odor give them cause to believe that the employee may be in violation of the alcohol or controlled substance prohibitions of this Agreement and/or City Policy. The Supervisor's observations will be reduced to writing as soon as reasonable after the tests are conducted and provided to the employee upon request.
4. Random Testing Procedures: The employees covered by this Agreement shall be placed in a pool for anonymous random selection by the City's contractor. The number of random selections for testing shall not exceed 50% of the bargaining unit in any given year. Each employee shall have an equal chance of being selected in each random selection incident. Massive testing shall be prohibited.
5. No testing may be conducted without the approval of the employee's supervisor.
6. Testing Standards and Procedures: The following standards/mechanisms shall be observed:
  - a. Drug and Alcohol Testing Laboratory: The city and the Union shall select a National Institute on Drug Abuse (NIDA) - certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrate proficiency in urine, breath, and blood analysis.

b. Substances Tested: All urine samples will be tested for chemical adulteration, narcotics, cannabis, PCP, cocaine, amphetamines, and sedatives. Any sample that has been adulterated or is shown to be of a substance other than urine will be reported as such,

c. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on accepted NIDA standards except as otherwise established herein. The minimum standards for a positive test result are as follows:

Marijuana metabolite	15 ng/ml
Cocaine metabolite	150 ng/ml
Morphine	300 ng/ml
Codeine Phencyclidine	300 ng/ml
Amphetamine	25 ng/ml
Methamphetamine	500 ng/ml
	500 ng/ml

d. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .04 percent or greater.

e. Testing Mechanisms: The following testing mechanisms shall be used for any test of alcohol or drugs performed on employees.

f. Any urine screening will be performed by the use of Gas Chromatograph/Mass Spectrometry (GC/MS).

g. Alcohol tests shall be performed by standard Intoxilizer breath and/or laboratory blood alcohol analysis. A breath alcohol test will be performed first. If the results are .04 percent or higher, the employee may request either a breath or a blood alcohol analysis for their second test.

7. Procedures Used When the Urine Sample is Given: The following procedures shall be used whenever an employee is requested to give a urine sample:

a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.

b. At the time of the 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.

c. Urine collection shall be conducted in a manner that 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, provided it does not unreasonably delay the testing.

d. Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.

e. The sample will first be tested using the screening procedures set forth in Section 6.e of this Appendix.

f. If the test is positive for the presence of drugs, the employee will be notified of the positive results no later than twenty-four (24) hours after the City 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 6.a of this Appendix. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.

g. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.

8. Procedures Used When the Breath Sample is Given: The following procedure shall be used whenever an employee is requested to give a breath sample:

a. The City will administer an intoxilizer test on city-owned or physician provide equipment that has been applicably certified and calibrated. 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.

b. After the sample has been taken, and the test is determined by the technician to have been properly executed, if the test results are less than .04 percent, no further testing is necessary.

c. If the test results exceed the limit of .04 percent alcohol content, the employee shall have the option of repeating the breath test or taking a blood alcohol test as described in Section 6.e of this Appendix. If the employee chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action shall be taken. If the employee chooses a blood-alcohol test, the test will be performed as soon as possible at the City's physician's office. The blood-alcohol concentration levels



will be adjusted based upon industry standards as result of time lapse for transportation ion or other delays.

d. The employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test.

e. Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.

9. Procedures Used When the Blood Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood sample:

a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City'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.

b. Immediately after the sample has been drawn, it will be divided into two 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 designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.

c. If the test results exceed the limit specified in Section 6.d of this Appendix, the employee will be notified of the results no later than twenty-four (24) hours after the City 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 6.a of this Appendix. If the second test is negative, the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.

d. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.

10. Further Procedural Requirements: In addition to the procedures listed in Sections 7 and 8 of this Appendix, the following procedures shall also be observed:

a. The City will bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). Should the second sample test result in a negative reading the City shall reimburse the employee for the cost of the test. The City shall offer a confirming intoxilizer test for alcohol immediately should the initial test be positive.

b. 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.

c. All test results will be evaluated by a suitably trained physician.

d. Test results will be treated with the same confidentiality as other employee medical records.

11. Consequences of Positive Test Results:

a. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Appendix shall be referred to a Substance Abuse Professional (SAP) for evaluation. An employee, who tests positive as a result of random testing, shall not be subject to discipline unless she/he fails to comply with the SAP recommendations or rehabilitative treatment, outpatient counseling, or a signed Return to Work Agreement, which has been completed by both parties. An employee may be required to enter into a Return to Work agreement whenever he/she has a positive test result. The Return to Work Agreement is a statement of the circumstances by which the employee maintains her/his employment with the City.

b. In addition, an employee who has tested positive for the presence of intoxicants or controlled substances from a Reasonable Suspicion test may be subject to discipline.

c. An employee who has tested positive may be subject to unannounced testing for a one-year period following the date of the positive test. If the employee violates the terms of agree to treatment, or again tests positive during this period, or fails to successfully complete the Return to Work Agreement, he/she will be subject to immediate discipline, which may include discharge.

d. Employees seeking treatment shall have the right to choose their treatment provider based on the needs identified in the medical recommendations.

12. Costs: The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement.

13. Off Duty Call-Back Situations: In the event that the City contacts an employee in an off duty callback situation to perform additional duties and the employee has consumed alcohol or drugs in a quantity that may meet the standards for "under the influence" in Section 6 of this Appendix, the employee must decline the request to report for duty and shall suffer no adverse consequences for doing so. If the employee reports to work, he or she shall be subject to the provisions of this Appendix.

14. Prescribed Medications: It is the responsibility of an employee for whom drugs have been prescribed to ask the treating physician whether the use of the drug(s) may limit or impair the employee's ability to perform employment related duties safely and efficiently and what restrictions, if any, should be followed. Employees using prescribed

medications are responsible for meeting the obligations of Section 1. Employees who are concerned about the confidentiality of their prescribed medications may place a copy of the prescription in a sealed envelope to be placed in their medical personnel file for the duration of the prescription.

15. Interference with Policy: Any activity that purposely interferes with this Drug and Alcohol appendix will be grounds for disciplinary action. 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 policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 15.

16. 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 shall restrict the employee's right to representation under general law.

b. If at any point the results of the laboratory testing procedures specified in the Appendix are negative, all further testing of the employee will be discontinued, except as specified in Section 11 of this Appendix.

c. The employee will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in a secure place. The City will keep all test results confidential.

d. 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 evidence, and the accuracy rate of the laboratory.

17. 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.

18. This drug and alcohol-testing program is initiated solely at the request of the City. The Union shall be held harmless for the violation of any employee's rights by the City arising from the administration of this drug and alcohol program.

19. This drug and alcohol testing program will be supplemented with ORS Chapter 682 and OAR 333265-0000 for all applicable employees. The ORS and OAR chapters will supersede any other provision of this policy that conflict with or are less strict than the City policy.