

COLLECTIVE BARGAINING AGREEMENT

between

City of Ontario, Oregon
and
Local 3464, International Association of Firefighters



July 1, 2016 through December 31, 2018

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**AGREEMENT OF
CITY OF ONTARIO, OREGON
AND
LOCAL 3464, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS PREAMBLE**

This Agreement is entered into by and between the City of Ontario, hereafter referred to as the "City," and the International Association of Firefighters, Local 3464, hereafter referred to as the "Union."

The purpose of this Agreement is to set forth the full and complete agreement between the parties on wages, hours, and other conditions of employment, and the rights and procedures of adjustment or settlement of grievances or disputes, which shall be in accordance with the terms of this contract.

ARTICLE 1 – RECOGNITION

1.1 Recognition.

The City recognizes the Union as the exclusive bargaining representative for all full-time, paid fire suppression, inspection and prevention employees; excluding all non-career firefighters (members of the Ontario Volunteer Firefighters' Association), management and confidential employees, and contract employees on the Regional HazMat Team.

1.2 New Classifications.

New classifications may be developed within the fire services by the City, and a wage scale assigned. The City shall forward the new classification and wage scale to the Union for its review. If the parties cannot agree, the contract may be reopened on the wage scale for the new classification.

1.3 Probation.

Appointments are made for a probationary period of one year. This probationary period can be extended by the Fire Chief if, in his/her opinion, the employee has not satisfactorily completed his probation. The probationary period shall be a part of the examining process to determine the qualifications of the candidate. During this probationary period, an employee may be disciplined, suspended, or discharged without appeal, and serves at the pleasure of the City.

A promotional appointment shall be made for a probationary period of one year. During this probationary period, if the Fire Chief believes the employee is not qualified to hold the position

to which the employee has been appointed, he will be returned to the last position held without right of appeal.

ARTICLE 2 – NON-DISCRIMINATION

2.1 Protected Classes.

This Agreement shall be applied equally to all members of the bargaining unit regardless of race, sex, age, color, religion, national origin, disability which can be reasonably accommodated in the fire service, marital status or political affiliation, and the parties shall not discriminate on any such basis in setting terms and conditions of employment.

2.2 Union Activities.

Employees shall have the right to join and participate in the activities of the Union for the purpose of representation in matters related to wages, hours and working conditions. Employees shall have the right to refuse to join or participate in the activities of the Union. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 3 – UNION SECURITY/DUES CHECKOFF

3.1 Dues Deduction.

The City, when so authorized and directed in writing by an employee member of the Union on an authorized form approved by the City and the Union, will deduct regular Union dues and assessments from the wages of the employee. Neither the City nor the Union will be held liable for check off or remittance errors, and the parties will cooperate in making proper adjustments for errors as soon as practicable.

3.2 Fair Share.

Any employee, who thirty (30) days after the employee's date of hire is not a member of the Union and chooses to remain a non-member of the Union, shall proportionately and fairly share in the cost of the collective bargaining process. The cost per bargaining member shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount

shall be deducted monthly as a condition of employment, from the compensation of each non-member, and remitted monthly in the aggregate to the Union.

3.3 Religious Objections.

Any individual employee who objects to the payment in lieu of dues on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall inform the District and the Union of the objection. The employee will meet with the representatives for distribution of a contribution of an amount of money equivalent to regular Union membership dues, initiation fees, and assessments, if any, to the non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

3.4 Indemnification.

The Union will indemnify, defend and hold the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee should be ordered reimbursed to any non-member, the Union and its members shall be solely responsible for such reimbursement.

3.5 Bulletin Board.

The City agrees to allow suitable wall space in the fire stations, for bulletin boards, not to exceed 3' x 4', to be used by the Union for the posting of notices and bulletins relating to the Union.

The Union shall limit its posting or Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- a. Recreation and social affairs of the Union
- b. Union meetings
- c. Union elections
- d. Reports of Union committees
- e. Rulings or policies of the International Union
- f. Communications from the Union to the bargaining unit
- g. Other related items

3.6 Use of Facilities.

The City agrees to the reasonable use of the fire stations for purpose of holding Union meetings. Such meetings may be held after approval by the City of reasonable request to the City Manager, or his designee, and must conform to City policy governing such use. Such use shall be consistent with the operating needs of the fire service and not in conflict with any prior scheduled use of the building. The Union shall not use City owned or purchased vehicles, equipment, supplies, facilities or services for Union business without prior written authorization, or without complying with City arrangements related to reimbursement.

ARTICLE 4 – MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved so that the City can serve the public effectively. Except to the extent expressly abridged by specific provision of this Agreement, it shall be recognized that the responsibilities of management are exclusively functions to be exercised by the City and are not subject to negotiation or the grievance procedure. By way of illustration and not limitation of the following are listed as such management functions:

4.1 Financial and Personnel Management.

The determination of the City's financial, budgetary, accounting and organization policies and procedures. The City retains the right to establish and revise periodically job descriptions, work rules, and rules of conduct.

4.2 Policies and Rules.

All employees shall comply with published rules. Changes or additions to the rules shall be provided to the Union at the time issued. Violations shall be grounds for appropriate discipline. The continuous overseeing of personnel policies and procedures and programs promulgated under any ordinance or administrative policy of the City establishing and revising personnel rules and regulations not inconsistent with any other term of this Agreement.

4.3 General Supervision.

The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications to be assigned or required and determination of job classification; the right to discipline and discharge for just cause; the right to lay off for lack of work or funds; the right to

abolish positions or reorganize within the Department; the right to purchase, dispose, and assign equipment or supplies; and the right to determine staffing requirements of the apparatus.

4.4 Overtime Assignments.

The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.

4.5 Subcontracting.

The City agrees to comply with the Public Employee Collective Bargaining Act (PECBA) before contracting out work which reduces the regular hours of work of employees, or which reduces the size of the bargaining unit.

4.6 Prevailing Practices.

Hours, wages and working conditions enumerated by Oregon law enjoyed by the employees at the present time which are not included in this Agreement and which constitute employment relations and mandatory subjects of bargaining under the PECBA shall remain in force for the life of the Agreement unless changed by mutual consent. The parties recognize the City's full right to direct the work force and issue rules and regulations, and establish procedures; nevertheless, the City will meet and confer with the Union concerning any amendments and consider any points of view the Union may express before any modification is adopted. If a change is made in a mandatory subject of bargaining, the City will provide notice and bargain as required by the PECBA.

4.7 Fire Department SOP/SOG Manual.

The City agrees to furnish each employee of the bargaining unit with a current electronic copy of the SOP/SOG Manual. The Union shall have the right to meet and consult with the City in the formation and modification of the SOP/SOG Manual, subject to the Public Employee Collective Bargaining Act. Said manual shall be considered as a supplemental document to this Agreement and by reference is incorporated herein.

ARTICLE 5 – SENIORITY LAYOFF AND RECALL

5.1 Seniority.

The Union shall provide the City with a seniority list ranking all employees as of the signing of the Agreement. "Seniority" shall mean the length of continuous service as an employee of the

City Fire Department, computed from the date of the employee's last hire date. Where two (2) employees have the same hire date, the employee whose application was first received shall be deemed the senior employee.

Seniority shall be terminated if an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off and fails to respond to a written notice of recall;
- d. Is laid off work for a period of time greater than 12 months or a period of time equal to the employee's seniority, whichever is shorter;
- e. Is retired.

5.2 Layoff.

In the event of reduction in work force, layoffs shall be made by classification in the following manner:

- a. Probationary employees with less than one (1) year service with the Department shall be laid off first.
- b. Any employee who is to be laid off who has advanced to the present position and classification from a previous classification may elect to displace the least senior employee in the previous classification.
- c. No regular employees shall be laid off while there are probationary employees still employed within the bargaining unit. As used in this section, "Probationary Employee" means an employee who has not achieved status.

5.3 Eligibility Lists.

For a period of one (1) year following the date of layoff, an employee shall be classified as on layoff status and the employee's name will be maintained on the "layoff eligible" list by the City. The names on said list are in the reverse order of their layoff. If the employee notifies the City at the end of the one (1) year period or sooner that he/she no longer wishes to continue on layoff status, then the employee's name shall be removed from the layoff eligible list and he/she shall be deemed terminated. An employee in layoff status shall promptly inform the City of any change of address. He/she shall be deemed terminated if a letter mailed to his/her last address recorded with the City is returned unclaimed.

5.4 Recall.

Recall of employees to active employment shall be made in order of their names on the layoff eligible list, unless that employee has been deemed terminated or the employee does not report for work within fourteen (14) days of written notice of recall. No person shall be hired to fill any position within the bargaining unit except as provided in this Article as long as any employee remains on layoff status.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 Overtime.

The City shall pay overtime using the applicable hourly rate multiplied by one and one-half for overtime hours worked, in accordance with the Fair Labor Standards Act (FLSA). For the calculation of overtime, paid leaves count as hours worked. Paid leaves are: vacation, sick, and holiday.

6.2 Work Cycle.

The normal work cycle shall be defined as twenty-four (24) consecutive days. The normal required work schedule shall be twenty-four (24) hours of continuous regular duty, followed by forty-eight (48) hours of continuous off duty time, subject to recall for emergency duty and drills as determined and directed by the Fire Chief. The parties work cycle is pursuant to the FLSA “7k” exemption as noted in Section 6.3.

6.3 Unscheduled Overtime.

Except as otherwise provided in this Agreement, employees shall be paid overtime at the rate of one and one-half their regular rate of hourly pay for work performed in excess of the required regular duty as set forth in Section 6.2 of this Article. Additionally, Firefighters shall be paid overtime and in accordance with the requirements of the Fair Labor Standards Act, based on the agreed twenty-four (24) day work period, as long as it is applicable. The City will pay overtime at the prescribed rate for work performed in excess of one hundred eighty-two (182) hours of regular duty. When an employee has not performed one hundred eighty-two (182) hours of regular duty and is not scheduled for that amount of hours in the twenty-four (24) day work period including any authorized leave, vacation, or sick leave; the employee may elect to work at the straight time rate filling positions other than sick leave, vacations, or unfilled

permanent positions in addition to the employee's regularly scheduled hours per work period. The City shall not pay more than the rate of pay for the position being filled.

- a. 40-Hour Personnel. Employees may be assigned a forty (40) hour work week when to do so is necessary due to the regular, or a special assignment, or for training. Forty (40) hour personnel will be compensated for hours worked in excess of forty (40) hour work week. The hourly rate of pay will be computed by dividing the monthly wage by 173.33.
- b. Rounding. Any portion of an hour worked shall be considered one-quarter (1/4) hour for the purpose of computing overtime.
- c. Call Back. An employee recalled for reasons other than weekly drills on a day off shall be paid a minimum of two (2) hours pay at the overtime rate.
- d. FLSA Compliance. Any term of this Agreement or practice of the City, which is found inconsistent with the FLSA, shall be modified and brought into conformance.

6.4 Shift Trades.

Upon approval of the Fire Chief or his designee, the City will allow employees to exchange shifts without limit (except probationary personnel) so long as the person working the time is qualified to perform the duties of the position. Approval of an exchange must be given in advance, and should be requested at least the shift worked prior to the exchange (3 calendar days). Approved trades must be recorded on a shift exchange request form. Pay back of the trade is an employee responsibility.

6.5 Attendance at Drills.

Personnel will be required to attend 50% of the night training drills (extra ordinary circumstances will be dealt with on a case-by-case basis by the Chief or his/her designee). The department may require other special training classes unless excused by a chief officer; in addition, the City may mandate attendance by all personnel when the subject of training is mandated by law or regulation and/or is necessary to maintain a license. Attendance at night drill meetings usually will be limited to two (2) hours per drill, but may be longer when necessary.

6.6 Pager Response.

If issued by the City, firefighters may be required to insure their pager is on and in good working order, and to carry a pager when in the Ontario area. Firefighters shall respond to call backs initiated by incident command whenever the firefighter is reasonably available. Being

engaged in the performance of work on a second job does not, in and of itself, render a firefighter unavailable, although other circumstances could do so.

ARTICLE 7 – HOLIDAYS

7.1 Designated Holidays.

Shift personnel who work on the following holidays shall receive holiday pay:

- (1) New Year's Day
- (2) Martin Luther King's Day
- (3) President's Day (3rd Monday in February)
- (4) Memorial Day (last Monday in May)
- (5) Independence Day
- (6) Labor Day (first Monday in September)
- (7) Veteran's Day (November 11th)
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Day

The time span of designated holidays for 56-hour shift personnel shall be the 24-hour period beginning at 7:00 a.m. of the holiday. For 40-hour shift personnel, it shall begin at midnight of the holiday.

7.2 Holiday Pay.

Employees who work on a holiday shift shall be paid at the rate of two times the employee's hourly wage for the hours worked on the holiday. An employee's hourly wage is set forth in Article 24.

ARTICLE 8 – VACATION

8.1 Rate of Accrual.

Vacation time for regular employees shall accrue as follows:

<u>56-Hour Shift Personnel:</u>	<u>Monthly</u>	<u>Annual</u>
1- 60 months of employment	14 hours	168
61 – 120 months of employment	19 hours	228
121 – 180 months of employment	24 hours	288
181 – 240 months of employment	26 hours	312

241+ months of employment	28 hours	336
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40-Hour Shift Personnel:

1 – 60 months of employment	11 hours	132
61 – 120 months of employment	14 hours	168
121 – 180 months of employment	17 hours	204
181 – 240 months of employment	18 hours	216
241+ months of employment	19 hours	228

Vacation time accrues at the end of each month worked. Vacation time accrued during one calendar year shall be taken during the following calendar year.

8.2 Carryover.

An employee may carry over unused vacation time equivalent to the annual vacation allowance earned by the employee in the preceding calendar year. Carryover of vacation accrual may not exceed one (1) year's accrual without prior approval of the City Manager. No employee may accrue more than double that employee's annual vacation accrual rate.

8.3 Maximum Consecutive Vacation Time Off Per Year.

Employees will not take more than three (3) weeks consecutive vacation without approval of the City Manager.

8.4 Scheduling Vacation Time Off.

Vacation time shall be scheduled by mutual agreement between the firefighters and the Chief, or his/her designee, based on the efficient operating needs of the City and availability of relief. The bargaining unit shall be allowed one member of the assigned shift force to be off on vacation or holiday per shift, except during periods of employee illness or injury over five (5) consecutive days. Employees shall be allowed vacation time off when qualified relief is available as specified below. Vacation time shall be administered as follows:

- a. Firefighters should turn in a written vacation request at least two weeks prior to desired time off. Less than two weeks' notice will not be cause for vacation denial, however granted time off will be strictly at the discretion of the Fire Chief.
- b. In January each firefighter will have the opportunity to sign-up for (2) two shifts of planned vacation based on seniority at the start of the vacation year calendar. This is to allow firefighters some long-term vacation planning.

- c. Once each firefighter has had the opportunity to sign-up for two shifts of planned vacation based on their seniority, firefighters will be allowed to request additional vacation on a first come basis at any time during the vacation calendar year.
- d. Request for vacation shall be approved or denied (with cause) in writing within one week of receipt of request. If request is denied because relief personnel are not available at the time of request, firefighter may elect to keep the request open pending relief personnel availability, or may seek a shift exchange.
- e. All vacations will be posted on a yearly calendar. The calendar will be posted in the staff office and accessible to all career and qualified on-call non-career shift relief personnel.
- f. All vacation relief shall be filled with qualified Ontario on-call non-career firefighters from the shift relief/qualified stand-by list. Career overtime to fill one of these positions will only be the last resort measure as approved by the Chief. The on-call non-career firefighter shall have equal opportunity for relief work rotating through the list.
- g. If a qualified on-call non-career firefighter takes a one week block of vacation from his/her normal full time job for the purpose of working for Ontario Fire Department, he/she will be allowed the opportunity to work as many relief shifts as practical during that week.
- h. Shift relief should be scheduled prior to approval of vacation time. If no on-call non-career shift relief can be found for a planned vacation, the vacation can be approved with the department filling in with career personnel if necessary at the time of relief, if a qualified on-call non-career shift relief is still not available.
- i. Efforts should be made not to schedule two on-call non-career shift relief firefighters on the same day unless one qualified on-call non-career firefighter has more than one year experience as working shift relief with the department.

8.5 Prorated Payoff of Vacation.

In the event a non-probationary firefighter terminates his/her employment, or is terminated due to death, retirement, or disability, the firefighter or the firefighter's beneficiary shall receive full pay for all unused vacation time from the preceding year and for all unused vacation time from the current year.

8.6 Application of Carry Over Cap.

Vacation shall not be accrued in excess of the amount provided for in this Article. There shall be no pay in lieu of taking vacation, except:

- a. In those extraordinary situations in which it is not possible for the firefighter to take the vacation time due to operational reasons and not due to the firefighter's failure to schedule the time off, subject to the approval of the Chief the firefighter may be permitted to accrue additional vacation under terms of an agreement or plan to take time off.
- b. In the case of termination as set forth in Article 8.5.

ARTICLE 9 – SICK LEAVE

9.1 Accrual.

Firefighters shall accrue one shift per month (24 hours) during the first year of service and sixteen (16) hours per month thereafter, up to a maximum of 1280 hours.

9.2 Utilization.

- a. Sick leave is provided as an insurance against an employee's illness and inability to work; in no sense is it a right which the employee may use for any purpose other than actual illness or accident causing personal disability, or otherwise as specifically authorized in Article 9.2(b). Abuse of sick leave shall be cause for discipline up to dismissal.
- b. An employee eligible for sick leave may be granted such leave for the following reasons:
 - (1) Illness of the employee or physical incapacity of the employee due to illness or injury.
 - (2) Medical and dental appointments during working hours. Use of sick leave for scheduled medical and dental appointments require prior approval of the employee's supervisor and will be granted on a case-by-case and non-precedent setting basis, based upon operational needs of the City.
 - (3) As family medical leave due to "serious health condition," as defined in Oregon and federal law, of a parent, parent-in-law, spouse or a child of the employee, to the extent permitted by law.

- (4) To care for a child or spouse in the employee's household when such care is necessary due to illness or injury, provided that the employee shall make arrangements for another caregiver and return to work as soon as possible.
- c. Temporary employees and probationary employees with less than three months service will not be allowed sick leave. However, probationary employees with less than one year of service shall be eligible to earn sick leave on the basis of one full duty day for each full month of service.
- d. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ontario.

9.3 Notice of Illness.

An employee who cannot perform his/her assigned duties due to illness or physical incapacity shall inform the Lieutenant Duty Officer of the fact and the reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay. (For purposes of clarification, "reasonable time" may be construed to be not later than one (1) hour prior to scheduled time for reporting for duty.)

The City does not require a physician's note as a regular practice, although the Chief or his/her designee may require verification of illness by the employee's doctor. The Chief, or his/her designee, may require verification of the member's fitness to return to work by the employee's physician or a physician designated by the City prior to permitting an employee to return to work following an injury or illness. If the City requires the employee to be seen by the City's physician, it shall be at the City's expense. The City may require medical examination and verification to the extent authorized by the Family Medical Leave Act and pertinent regulations.

9.4 Coordination of Leaves Under FMLA.

FMLA leave shall run concurrently with all leave and vacation and any other leave of absence under this Agreement.

9.5 Sick Leave Buy Out

At the time of separation, employees with fifteen (15) or more years of service will be paid for unused sick leave at a rate of 25 percent up to the maximum of twelve hundred eighty (1280) hours. This will not apply to anyone terminated for cause.

ARTICLE 10 – VACATION/SICK LEAVE CONVERSION

When an employee transfers from a 40-hour to a 56-hour schedule, the vacation and sick leave balance shall be multiplied by 1.5, and benefits thereafter will be accrued and used on the 56-hour basis. When an employee is transferred from a 56-hour to a 40-hour schedule, the balances shall be multiplied by .67 to obtain the proper accrual amount, and benefits will thereafter be accrued and used on the 40-hour basis. Conversion shall not be made for temporary, short-term transfers.

ARTICLE 11 – OTHER LEAVES OF ABSENCE

11.1 Requests for Extended Leave.

Requests for leaves of absence under this section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, and the signature lines for the City and Union officials. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates, and length of absence.

11.2 Criteria and Procedure for Extended Leave of Absence.

The City will consider a written application for leave of absence without pay not to exceed one (1) year if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City and confirmation that the employee has accepted permanent employment or entered into full-time business or occupation may be treated by the City as a resignation.

11.3 Return From Extended Leave.

Any employee who is granted a leave of absence without pay under this article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacant unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason.

Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

11.4 Required Court Appearances.

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his/her attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the City Hall/Fire Station. Employee shall be required to seek all fees due for such duty and turn the fees over to the City. Firefighters will be paid the straight time rate for time spent at court appearances which do not constitute "hours of work" and which are not controlled by and do not benefit the City. When the appearance is for the City and where the City is a party in the litigation, overtime rate shall be paid and the appearance shall be deemed hours of work.

11.5 Jury Duty.

Employees shall be granted leave with pay for service upon a jury, provided that the employee is required to seek all fees due for such jury duty and turn the fees over to the City. Upon being excused from jury duty for any day, an employee shall immediately contact the Lieutenant Duty Officer or the Fire Chief for assignment for the remainder of his/her regular work day. Mileage and expenses paid for jury duty will be retained by the employee so long as the employee provides his/her own transportation for such jury duty service.

11.6 Election Days.

Employees shall be granted reasonable time off, with pay, to vote on any election day, if due to scheduling of work, they would not otherwise be able to vote.

11.7 Military Leave With or Without Pay.

Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and federal law.

11.8 Bereavement Leave.

A leave of absence with pay for up to one (1) 24 hour shift in any calendar year may be granted an employee when a death in the employee's immediate family requires the absence of an employee to attend services. Should circumstances require an employee to be absent longer than one (1) 24 hour shift, the excess may be charged against accumulated sick leave. Immediate

family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, siblings and members of the employee's household. For funerals not otherwise covered above, if an employee must lose work due to his/her service as a pallbearer, he/she shall be reimbursed for such lost work at the employee's straight time hourly rate up to a maximum of four hours pay. Exceptions may be made at the discretion of the Fire Chief or his/her designee.

ARTICLE 12 – PARENTAL/FAMILY MEDICAL LEAVES

Parental and family leave shall be granted as required by Oregon and federal law regulations, and as provided for in the City personnel policy.

ARTICLE 13 – HEALTH AND INSURANCE BENEFITS

13.1 New Employees.

New Employees (of the bargaining unit) will be eligible for Health and Insurance benefits the first of the month following 60 days from hire. Furthermore, the Health and Insurance benefits will discontinue the last day of the month of the termination date.

13.2 Health Insurance

Effective July 1, 2016, and for the term of the agreement, the City will provide full-time employees and their dependents CIS HDHP-2 plan with HSA, including prescription (RX), Alternative Care Rider and Hearing Aid Rider, herein referred to as "HDHP" plan. A summary of the HDHP plan is attached as Appendix B.

Effective July 1, 2016, and for the term of this Agreement, the City will pay the full premiums (100%) for health, dental and vision insurance.

Effective upon implementation of the CIS HDHP-2 plan on January 1, 2013, the City will establish a Health Saving Account (HSA) for each employee and contribute to each employee's H.S.A. in the following manner:

- a. For all full-time employees hired after January 1, 2013, the City will pay \$208.33 per month to the employee's H.S.A account if employee only coverage or \$333.33 for employee's with one (1) or more covered dependents.

An employee will receive the initial monthly payment upon the first month of plan eligibility for the employee.

- b. Part-Time Employees. Part-time employees shall not be eligible for any health insurance coverage.
- c. For employees who do not have a choice to participate in an H.S.A account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

13.3 Life Insurance.

The City shall furnish to all employees a \$20,000 term life insurance policy for each employee at no cost to the employee. The insurance is to be equal to or greater than that required by the state of Oregon.

13.4 Dental Insurance.

The City shall furnish Blue Cross or comparable dental insurance for all employees and dependents.

13.5 Vision Care.

The City shall provide Blue Cross or comparable Vision Care coverage.

13.6 Workers' Compensation.

The City provides for salary continuation in the event of a work related injury. Occasionally, the City's insurance carrier will issue a workers' compensation check directly to the employee. If an employee receives compensation from the City's workers' compensation carrier for an on-the-job injury, the employee must not cash the check, but must endorse and remit each check to the City through Human Resources as soon as possible after receiving the check. The employee may elect to use accrued sick leave and/or vacation time to make up the difference between time loss benefits paid and the employee's net wage (less taxes).

It is equally important that the employee's supervisor tells Human Resources that such an injury has occurred as there are special rules in processing an employee's benefit check if the employee has been injured on the job (the amount of sick leave deducted for each day off the job is one example).

ARTICLE 14 – PERS RETIREMENT

The City agrees to continue to participate in the Public Employee Retirement System and to pick up the employee's contribution.

ARTICLE 15 – UNIFORMS AND EQUIPMENT

The City will provide required uniforms, safety equipment, and uniform boots. Any and all badges, patches, and ornaments required by the City will be furnished by the City. Uniforms will be maintained by the employees at their expense. Turnouts will be cleaned by employees at City facilities.

ARTICLE 16 – DISCIPLINE

Discipline shall be for just cause. Appeals of discipline under the grievance article of this contract shall be exclusive.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Definition and Step Procedure.

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or an alleged violation of this Agreement. Notwithstanding this Article, the parties may at any time agree to mediate any dispute; however, the parties declare this Article to be the exclusive means for resolution of disputes which cannot be resolved within the Fire Department, and neither the Union nor its members, nor the City and its officials shall involve any other third party without mutual agreement. A grievance shall be resolved through the following procedure:

Step 1: In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees, with or without the presence of the representative of the Association, shall present the complaint, within ten (10) calendar days after the grievant knew or in the exercise of reasonable diligence should have known of the event giving rise to the grievance, to the Fire Chief on the Grievance Form. The Fire Chief shall respond in writing to the grievant within ten (10) calendar days from the receipt of such grievance.

Step 2: If the grievance remains unsettled after Step 1, the grievance shall be submitted to the City Manager. If the grievance is not satisfactorily resolved within five (5)

working days after being received by the City Manager, only the Union may notify the City Manager of the Union's intent to arbitrate.

Step 3: Arbitration: If the grievance is not settled with Step 2, or not resolved through mutual mediation, the Associate shall file a notice of intent to arbitrate the grievance with the City Manager within ten (10) working days of the date the decision of the City Manager is due. The parties shall request a list of seven (7) arbitrators from the Oregon Employment Relations Board. Within 10 ten working days or as mutually agreed, after receipt of the list, the parties shall select an arbitrator by the method of alternately striking names. The Association shall strike the first name, the City shall strike the second name and so on, with the exception of disciplinary cases, wherein the order of striking names shall be reversed, with the remaining person being the arbitrator. The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

17.2 General Grievance Provision.

Any time limits specified in the grievance shall be strictly construed; however, they may be waived or extended by mutual prior written consent of the parties. Unless an extension of the time periods described above is mutually agreed to in writing, a grievance shall be advanced to the next step in the event the grievant or the Union fails to comply with the time periods. In such event, if the City fails to comply with the time periods, the grievance shall automatically advance 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. The arbitrator shall be asked to render a decision within thirty (30) days of the termination of the hearing. The decision of the arbitrator shall be final and binding on both parties. Nothing in this article shall restrict the City and the Union from jointly or mutually agreeing to changes in the prescribed procedures.

17.3 Arbitrator's Authority.

The grievance arbitration procedure shall be limited to the issues regarding the meaning, interpretation or application of the Agreement, or any alleged violation of its terms. The arbitrator may interpret this Agreement and apply it to a particular case under consideration, but shall have no authority to add to, subtract from or modify the terms of the Agreement, and shall be limited solely to the issue presented. Disputes related to matters involving a loss of pay for employees may carry an award of back pay in whole or in part as may be determined by the arbitrator. In the event a decision relating to discipline is challenged through the grievance procedure, the arbitrator shall

determine whether the employee in fact engaged in the conduct alleged as a basis for discipline and whether the City's decision that just cause supported the discipline imposed was reasonable.

ARTICLE 18 – DRUG AND ALCOHOL POLICY

The City and the Union have agreed to follow the drug and alcohol policy as outlined in the City's Personnel Policy Manual.

ARTICLE 19 – OUTSIDE EMPLOYMENT

Outside employment must:

- a. Be compatible with the employee's City duties, including off-duty response.
- b. Not affect the employee's job performance; and
- c. Not be a discredit to the City.

If an employee is employed outside the City, and it is deemed by the Fire Chief that such employment is in violation of this Article, such employee shall be subject to discipline.

ARTICLE 20 – EDUCATION ALLOWANCE

The City shall pay expenses associated with employee attendance at fire and/or medical related schools, courses, workshops, seminars and conference which an employee is directed to attend or which an employee elects to attend voluntarily with prior written authorization of the City. This includes the cost of tuition and required course related books and supplies. Wages will be paid for attendance at schools and courses only when attendance is directed and required by the City as a requirement of employment. The employee must satisfactorily complete the course, workshop, seminar or conference. If the course is graded, satisfactory completion means obtaining a passing grade. In the event an employee does not complete a course, the employee shall be responsible for all costs associated therewith.

If the employee is on shift, the City will permit the employee to attend local courses, workshops, seminars or conferences during work time so long as attendance does not interfere with the employee's performance of essential job functions. The City may cover a shift with volunteers in order to enable the on-shift firefighters to attend mandated training.

ARTICLE 21 – PHYSICAL EXAMINATIONS AND FITNESS TESTING

21.1 Medical Exams.

The City shall pay the medical cost of any physical examination conducted by a physician selected by the City to confirm the employee is presently able to perform the functions of the job of firefighter. Any medical examination shall be conducted during off duty time. The City may request an exam for cause, as determined by the City, at any time. The City shall schedule a medical exam for each employee at least biannually. The City shall test members' fitness using job related tests which demonstrate the ability to perform essential functions of the job, including a treadmill test in any case deemed appropriate by the City's physician. Employees may be required to release medical records of all health care providers to the City's physician. The physician will disclose to the City medical facts relevant to a determination that an employee is not fit for full duty; the Fire Chief shall disclose such a report to the firefighter and otherwise only on a need-to-know basis.

21.2 Periodic Agility and Fitness Tests.

The department shall administer the annual fitness/agility tests to applicants and to fire suppression personnel in accordance with established Standard Operating Procedures and Guidelines.

The ability to pass the test is a job requirement and an employee still unable to do so after 30 days shall not be permitted to work until he/she passes the test. Time may be traded or charged to vacation to the extent permitted as scheduled vacation under the department vacation scheduling practices.

ARTICLE 22 – FUTURE WAGE ADJUSTMENTS

The parties recognize that further "catch-up" adjustments may be warranted, and in future years, intend to consider the City's ability to pay. Subject to limited ability to pay, the parties intend that the City will devote its best efforts to fund COLA and catch-up adjustments of a total of 6% on the base wages per year until Ontario top step firefighters are paid to within 95% of the average of the top step firefighter wage (base wage comparison) in the Cities of: Astoria, Baker City, Canby, Jackson County FD 3, Hermiston, La Grande, Lebanon, North Bend, Pendleton, Redmond, St. Helens, and The Dalles. These wage adjustments are reflected in Article 24 for this contract period. Parties may also rely upon statutory comparators, including ORS 243.746, for collective bargaining.

ARTICLE 23 – INCENTIVES

There shall be monthly incentives paid under this agreement for tasks in the job descriptions as follows:

Intermediate EMT	1.1% base monthly salary	\$50.00 approx
NFPA FF-2	1.1% base monthly salary	\$50.00 approx
NFPA Inspector I	1.1% base monthly salary	\$50.00 approx
Advanced EMT	0.55% base monthly salary	\$25.00 approx
NFPA Pumper Operator	0.55% base monthly salary	\$25.00 approx
State of Oregon HazMat	0.55% base monthly salary	\$25.00 approx
Wildland Interface Engine Boss	0.55% base monthly salary	\$25.00 approx
Wildland Interface Strike	0.55% base monthly salary	\$25.00 approx
Team/Task Force Leader		

The certificates and/or licenses for above are obtained through the State of Oregon Department of Human Services or the Department of Public Safety Standards and Training. They must be maintained to continue to receive the applicable incentive pay.

ARTICLE 24 – WAGES

24.1 Wage Adjustment.

- a. Effective July 1, 2016, the salary scale will adjusted across the board by 1% (one percent)
- b. Effective January 1, 2017, the salary scale will be adjusted across the board by 1% (one percent)
- c. Effective July 1, 2017, the salary scale will be adjusted across the board by 1% (one percent)
- d. Effective January 1, 2018, the salary scale will be adjusted across the board by 1% (one percent)
- e. Effective July 1, 2018, the salary scale will be adjusted across the board by 1% (one percent)

24.2 Longevity Pay.

Employees within the following tiers will be paid the additional incentive. The tiers are not cumulative.

121-180 months of employment 2% base monthly wage

181-240 months of employment 3% base monthly wage

241+ months of employment 4% base monthly wage

“Months of employment” is defined as the continuous term of service as a bargaining unit member, including approved paid/unpaid leaves.

See Wage Schedule in Appendix A.

ARTICLE 25 – OTHER COMPENSATION

25.1 Lieutenant Duty Officer Out of Class Pay.

When firefighters are assigned by management to “Lieutenant Duty Officer”, the employee will receive 6% (base monthly wage calculation) for all hours worked in the assignment. The Lieutenant Duty Officer assignment is similar to a lead officer and is limited to first level supervision. The assignment does not equate to a management level Lieutenant or supervisor, as under the collective bargaining act. In the absence of the Lieutenant Duty Officer, the next available full-time career firefighter will work out of class during the absence of the Lieutenant Duty Officer assigned for that time period based on seniority.

25.2 Hazmat Coordinator.

When a Firefighter is assigned to the Hazmat Coordinator assignment, the employee will receive an additional 4% base wage monthly, prorated if less than a month assignment.

ARTICLE 26 – MISCELLANEOUS MATTERS

26.1 Amendments.

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

26.2 Savings Clause.

If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated, as applicable under PECBA, by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter will be settled as a grievance at Step IV and the arbitrator shall have authority to award a new provision.

26.3 Term of Agreement.

This Agreement shall be effective as of July 1, 2016, and except as amended or modified, shall remain in full force and effect until December 31, 2018.

- a. This Agreement shall be automatically renewed from year to year thereafter unless either the Union or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by August 1, 2018.
- b. 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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control, as provided in Article 4 relating to management rights. For items not otherwise covered in this Agreement and which are not subject to mandatory bargaining, or items not covering "employee relations" as defined in ORS 243.650(7) which include but are not limited to: matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment, the parties agree that the City Personnel Policy Manual shall govern.

ARTICLE 27 – EXECUTION

This Agreement has been ratified by the bargaining unit and the City Council, and is signed on behalf of the parties on the dates indicated below:

FOR THE CITY OF ONTARIO, OREGON

FOR IAFF LOCAL 3464

Mayor

President

Date

Date

City Manager

Secretary/Treasurer

Date

Date

ATTEST

City Recorder

APPENDIX A

Wage Schedule

Effective July 1, 2016	1%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$19.00
Step 1	(1-5 Years) 13-60 Months	\$21.63
Step 2	(5+ Years) 61+ Months	\$22.33

Effective January 1, 2017	1%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$19.19
Step 1	(1-5 Years) 13-60 Months	\$21.85
Step 2	(5+ Years) 61+ Months	\$22.55

Effective July 1, 2017	1%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$19.38
Step 1	(1-5 Years) 13-60 Months	\$22.07
Step 2	(5+ Years) 61+ Months	\$22.78

Effective January 1, 2018	1%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$19.57
Step 1	(1-5 Years) 13-60 Months	\$22.29
Step 2	(5+ Years) 61+ Months	\$23.01

Effective July 1, 2018	1%
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Step	Length of Service	Hourly
Step 0	(0-1 Years) 0-12 Months	\$19.77
Step 1	(1-5 Years) 13-60 Months	\$22.51
Step 2	(5+ Years) 61+ Months	\$23.24

APPENDIX B

Health Plan Summary