



RESOLUTION #2018-148

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 3464, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, FOR A TERM FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

WHEREAS, The collective bargaining agreement between the City and the union employees in the fire department will expire on December 31, 2018; and

WHEREAS, A tentative agreement has been reached between the City's negotiators and the collective bargaining unit of the union employees, Local 3464, International Association of Firefighters, for a new three-year term, from January 1, 2019 to December 31, 2021; and

WHEREAS, It is in the best interest of the City and the taxpayers to approve the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED by the Ontario City Council as follows:

1. Approves the amendments to the Collective Bargaining Agreement between the City of Ontario and Local 3464, International Association of Firefighters, as outlined in the attached and initialed tentative agreements #1 and #2 hereto and incorporated herein as Exhibit A.
2. The Mayor and City Manager are authorized and directed to sign the Collective Bargaining Agreement on the City's behalf.

EFFECTIVE DATE: Immediately upon passage.

PASSED AND ADOPTED by the Ontario City Council this 18th day of December, 2018, by the following vote:

Ayes: CAPRON, JOST, CRUME, VERINI, JUSTUS, CARTER, PALOMO

Nays: NONE

Absent: NONE

APPROVED by the Mayor this 18th day of December, 2018.

Ronald Verini, Mayor

ATTESTED:

Tori Barnett, MMC, City Recorder

COLLECTIVE BARGAINING AGREEMENT

between

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



January 1, 2019 through December 31, 2021

ARTICLE 1 – RECOGNITION	1
1.1 Recognition.	1
1.2 New Classifications.	1
1.3 Probation.	1
ARTICLE 2 – NON-DISCRIMINATION	2
2.1 Protected Classes.	2
2.2 Union Activities.	2
ARTICLE 3 – UNION SECURITY/DUES CHECKOFF	2
3.1 Dues Deduction.	2
3.2 Fair Share.	2
3.3 Religious Objections.	3
3.4 Indemnification.	3
3.5 Bulletin Board.	3
3.6 Use of Facilities.	3
ARTICLE 4 – MANAGEMENT RIGHTS	4
4.1 Financial and Personnel Management.	4
4.2 Policies and Rules.	4
4.3 General Supervision.	4
4.4 Overtime Assignments.	5
4.5 Subcontracting.	5
4.6 Prevailing Practices.	5
4.7 Fire Department SOP/SOG Manual.	5
ARTICLE 5 – SENIORITY LAYOFF AND RECALL.....	5
5.1 Seniority.	5
5.2 Layoff.	6
5.3 Eligibility Lists.	6
5.4 Recall.	6
ARTICLE 6 – HOURS OF WORK AND OVERTIME	7
6.1 Overtime.	7
6.2 Work Cycle.	7
6.3 Unscheduled Overtime.	7
6.4 Shift Trades.	8
6.5 Attendance at Drills.	8

6.6 Pager Response8

ARTICLE 7 – HOLIDAYS8

7.1 Designated Holidays.....8

7.2 Holiday Pay.....9

ARTICLE 8 – VACATION9

8.1 Rate of Accrual.....9

8.2 Carryover.....10

8.3 Maximum Consecutive Vacation Time Off Per Year.10

8.4 Scheduling Vacation Time Off.....10

8.5 Prorated Payoff of Vacation.11

8.6 Application of Carry Over Cap.11

8.7 Vacation Buy-Out.12

ARTICLE 9 – SICK LEAVE12

9.1 Accrual.12

9.2 Utilization.....12

9.3 Notice of Illness.13

9.4 Coordination of Leaves Under FMLA.13

9.5 Sick Leave Buy Out.13

ARTICLE 10 – VACATION/SICK LEAVE CONVERSION14

ARTICLE 11 – OTHER LEAVES OF ABSENCE14

11.1 Requests for Extended Leave.14

11.2 Criteria and Procedure for Extended Leave of Absence.14

11.3 Return from Extended Leave.14

11.4 Required Court Appearance.15

11.5 Jury Duty.....15

11.6 Election Days.15

11.7 Military Leave With or Without Pay.....15

11.8 Bereavement Leave.15

ARTICLE 12 – PARENTAL/FAMILY MEDICAL LEAVES16

ARTICLE 13 – HEALTH AND INSURANCE BENEFITS.....16

13.1 New Employees.....16

13.2 Health Insurance.....16

13.3 Life Insurance.....17

13.4	Dental Insurance.....	17
13.5	Vision Care.....	17
13.6	Workers' Compensation.....	17
ARTICLE 14 – PERS RETIREMENT		17
ARTICLE 15 – UNIFORMS AND EQUIPMENT		18
ARTICLE 16 – DISCIPLINE		18
ARTICLE 17 – GRIEVANCE PROCEDURE		18
17.1	Definition and Step Procedure:	18
17.2	General Grievance Provision.....	19
17.3	Arbitrator's Authority.....	19
ARTICLE 18 – DRUG AND ALCOHOL POLICY		19
ARTICLE 19 – OUTSIDE EMPLOYMENT		20
ARTICLE 20 – EDUCATION ALLOWANCE.....		20
ARTICLE 21 – PHYSICAL EXAMINATIONS AND FITNESS TESTING		20
21.1	Medical Exams.....	20
21.2	Periodic Agility and Fitness Tests.....	21
ARTICLE 22 – FUTURE WAGE ADJUSTMENTS.....		21
ARTICLE 23 – INCENTIVES.....		21
ARTICLE 24 – WAGES.....		22
24.1	Wage Adjustments.....	22
ARTICLE 25 – OTHER COMPENSATION		22
25.1	Lieutenant Duty Officer Out of Class Pay.....	22
25.2	Hazmat Coordinator.....	22
ARTICLE 26 – MISCELLANEOUS MATTERS.....		22
26.1	Amendments.....	22
26.2	Savings Clause.....	23
26.3	Term of Agreement.....	23
ARTICLE 27 – EXECUTION.....		24
APPENDIX A		25
APPENDIX B.....		27

**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 employee is a member shall inform the City 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 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 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 the lack of work or fund; 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 employee 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 ensure 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 (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:

56- Hour Shift Personnel	Monthly	Annual
1-60 months of employment	14 hours	168 hours
61-120 months of employment	19 hours	228 hours
121-180 months of employment	24 hours	288 hours
181-240 months of employment	26 hours	312 hours
40- Hour Shift Personnel	Monthly	Annual
1-60 months of employment	11 hours	132 hours

61-120 months of employment	14 hours	168 hours
121-180 months of employment	17 hours	204 hours
181-240 months of employment	18 hours	216 hours
241+ months of employment	19 hours	228 hours

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.