

2009-2012 CONTRACT

CITY OF HILLSBORO AND LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

PREAMBLE

This Contract, entered into by the City of Hillsboro, Oregon, hereinafter referred to as "City", and LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as "Union", has as its purpose the following: the assurance of sound and mutually beneficial working and economic relations between the parties; the establishment of an orderly and peaceful means of resolving any misunderstandings or differences which may arise; provision of quality and economical municipal services to the public; and the memorialization of the full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

IT IS AGREED:

ARTICLE 1 - RECOGNITION & PROBATION

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees who are members of the bargaining unit. For the purpose of this Contract an employee shall be an employee who works a regularly scheduled week of twenty-eight (28) hours or more. All reference to employees in this Contract shall be construed to mean employees in the classifications listed below. The bargaining unit shall consist of the following classifications:
 - A. Fire Lieutenant
 - B. Fire Engineer
 - C. Firefighter
 - D. Fire Inspector II
 - E. Fire Inspector I
 - F. Fire Community Education Program Assistant
- 1.2 When a new classification is developed within the Fire Department by the City, a wage scale shall be assigned by the City to the new classification, and the City shall forward it and the proposed wage scale to the Union for its review of the wage scale. The Contract will then be subject to reopening to include only such new class under the scope of this Contract.
- 1.3 All newly hired employees, including those formerly employed by the City shall be deemed on probation from the last date of hire for twelve (12) successive months of regular full-time employment and must prove their qualifications to do the work to the employer's satisfaction during the probationary period.

- 1.4 The employer in its sole discretion may discipline, discharge or lay off a newly hired employee on probationary status, and may discipline such probationary employees, without recourse through provisions in this Contract. Newly hired probationary employees serve as “at will” employees of the City throughout their probation period and do not enjoy any rights to the grievance procedures relating to discipline.
- 1.5 An employee promoted to a higher classification shall be deemed on probation for a period of six (6) successive months in that classification and must prove their qualifications to do the work to the employer’s satisfaction during the promotional probationary period.
- 1.6 If the employer determines at any time during the promotional probationary period the employee is not sufficiently qualified to perform the work in that classification, the employee will be returned to his/her former classification or if a position in his/her former classification is not available then the employee will be returned to any former classification in which the employee has previously served. Failure to demonstrate performance during promotional probation shall not be construed as disciplinary action nor shall it preclude the City from pursuing disciplinary action for just cause.
- 1.7 If an employee who failed promotional probation is returned to a position lower than the position the employee served in prior to promotional probation the employee will be returned to their former position when a position becomes available.

ARTICLE 2 - EXISTING CONDITIONS

- 2.1 No member of the bargaining unit shall suffer a reduction in salary or economic benefits as a result of this Contract except as a result of the provisions of 2.2.
- 2.2 Changes in existing conditions of employment adopted by the City of Hillsboro relating to wages, hours and working conditions, except those covered by Article 5 hereof, shall be subject to mutual agreement of the parties before becoming effective. Such mutual agreement shall be expressed in writing and signed by the parties to this Contract.
- 2.3 Policy Changes. The City agrees that it will provide the opportunity for review and comment by the Union prior to implementation of any major changes in Fire Department policies.
- 2.4 Residency Requirement. At the time of approval of this Contract, the City of Hillsboro does not have a requirement that all City employees live within the City limits. If such a requirement is adopted subsequent to approval of this Contract, and if that requirement applies to the members of the bargaining unit, those members of the bargaining unit who are employees of the City at the effective date of such a requirement shall be exempt from the requirement for the duration of their period of continuous employment with the City.

ARTICLE 3 - FAIR SHARE AND CHECKOFF

- 3.1 The terms of this Contract have been made for all employees in the bargaining unit and not only for the members of the Union. Accordingly, it is fair that each of the employees

in the bargaining unit pay their own way and assume their own obligation along with the grant of equal benefits.

- 3.2 Each employee in the bargaining unit must join the Union effective on the first day of the month following date of employment, as a condition of employment, and pay monthly dues, initiation fees, and assessments, if any, as uniformly charged by the Union.
- 3.3 Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require such employee to inform the City and the Union of this objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement of distribution of a contribution of an amount of money equivalent to regular Union membership dues and initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the Union that this has been done.
- 3.4 The City, when so authorized and directed by a member of the Union in writing upon the authorization form supplied by the Union, will deduct Union dues from the wages of such employee and forward such dues monthly to the Union. The Union and employees shall hold the City harmless for check-off errors and the parties shall cooperate to correct errors as soon as possible. Normally corrections will be made in the pay period following discovery by the parties.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, sexual orientation, physical or mental disability which can be reasonably accommodated, union affiliation or political affiliation. The Union shall share equally with the City the responsibility for applying the provisions of the Contract.
- 4.2 All references to personnel in this Contract designate both sexes. Whenever gender is used, it shall be construed to include the male and female employees.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 It is recognized that an area of responsibility must be reserved to the City and Chief of the Department if they are to effectively serve the public except and to the extent expressly abridged by specific provisions of this Contract. It is recognized that the responsibilities of management are exclusive functions to be exercised by the City and not subject to negotiation. By way of illustration, and not limitation, the following are listed as management functions:
 - A. The determination of the services to be rendered to the citizens served by the City;
 - B. The determination of the City's financial, budgetary, accounting and organizational policies and procedures;

- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with the terms of this Contract;
- D. Management and direction of the work force, in any manner not inconsistent with this collective bargaining agreement, including, but not limited to, the right to determine the methods, processes and a manner of performing work; the determination of duties and qualifications, determination of job classifications, the right to hire, promote, train, transfer and retain employees; the right to discipline or discharge for just cause in accordance with Article 18 relating to discipline; the right to lay off for lack of work or funds in accordance with Article 9 relating to seniority; the right to subcontract work so long as the impact of subcontracting is bargained; the right to abolish positions or reorganize the department or division; the right to determine schedules of work in accordance with Article 6 relating to hours of work; the right to schedule employee vacations in accordance with Article 14 relating to vacation; the right to purchase, dispose and assign equipment or supplies.

ARTICLE 6 - HOURS OF WORK

6.1 Work Shift, Work Schedule, Work Week

For those employees in the bargaining unit, referred to as shift employees, a normal work schedule shall be recognized only as twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty (24/48 schedule), with one (1) regular shift (Kelly Day) off scheduled every eighteen (18) shifts. This work schedule results in eight and one-half (8 ½) regular work shifts or two hundred four (204) work hours in each twenty-seven (27) day work period as defined in 6.3 below.

The parties have agreed to FLSA days off (“Kelly Days”) for shift employees in lieu of pay. This implementation continues the 24/48 schedule, but calls for each shift employee to receive every 18th regularly scheduled shift off in lieu of FLSA compensation. The city will maintain authority to determine the assignment of the Kelly Day shift described in this paragraph.

Each Kelly Day will consist of 24 hours of FLSA time off.

For those employees in the bargaining unit, referred to as regular employees, a normal work week shall consist of forty (40) hours in each calendar week. Fire Inspectors are regular employees who shall work a modified shift consisting of four (4) ten (10) consecutive-hour days. The normal work schedule for Fire Inspectors shall be either Monday through Thursday or Tuesday through Friday with the specific assignment for each Fire Inspector made by the Fire Marshal. The Union will be notified, in writing, of any modifications to this schedule. This normal work schedule may be modified by mutual agreement of the Fire Inspector and the Fire Marshal.

6.2 Fire Investigation Standby

Fire Inspectors in the fire investigation standby rotation will serve on standby status for an average of up to thirty (30) hours per week. This average will be calculated over a five (5) week period. The fire Investigation Standby rotation shall be administered as follow:

- A. The Fire Marshal or Deputy Fire Marshal shall project by day a minimum three (3) month schedule that assigns the work schedule and standby time by Fire Inspector. That schedule shall be consistent with Schedule D or a mutually agreed upon schedule which uses a reasonable method to ensure that adequate Fire Investigation Standby coverage is provided.
- B. Fire Inspectors requesting vacation or compensatory time for a regularly scheduled standby period shall find their own coverage for scheduled standby time that occurs during the requested time off.
- C. Fire Inspectors, not in the regular Fire Investigation Standby rotation, who provide after normal work hours fire investigation standby coverage, shall receive compensation as set forth in Article 7.5.
- D. Fire Inspectors, the union, and the City will cooperate in the periodic scheduling of investigation standby rotation as provided in 6.2 (A) and in assigning coverage as required due to any unscheduled leave.

6.3 Work Period

For pay purposes under the Federal Fair Labor Standards Act (FLSA), the work period for shift employees shall be twenty-seven (27) consecutive calendar days. The first such period began April 1, 1986.

Each employee will have a different twenty-seven (27) day work period based on his or her Kelly Day.

For regular employees (including Fire Inspectors), the work period shall be the same as non-represented Fire Department employees. This schedule also applies to shift personnel "detailed" to a non-shift assignment (i.e. the Training Lieutenant).

6.4 Trade Time

Trade time, one (1) shift employee voluntarily trading a shift or part of a shift with another shift employee, or one (1) Fire Inspector trading a shift or part of a shift with another Fire Inspector, to allow time off when such time off cannot otherwise be granted under normal departmental policy, will be allowed under the following restrictions:

- A. No employee shall trade in excess of fifteen (15) shifts per year, without written permission from the Chief or the Chief's designee;
- B. Trades shall be position for position only - a firefighter may only trade with a firefighter; an engineer may only trade with an engineer; a lieutenant may only trade with a lieutenant; and a Fire Inspector may only trade with a Fire Inspector. Battalion Chiefs may approve exceptions to this on a case-by-case basis if operational requirements warrant;

- C. No trade shall result in any employee working more than forty-eight (48) hours in any seventy-two (72) hour period (provided however that exceptions may be made by a Chief Officer upon request on a non-precedent setting basis);
- D. No trade shall result in any cost to the City where such cost would be controllable; (i.e. if an engineer has a day off scheduled and a firefighter is scheduled to work out of class as acting engineer, that firefighter may only trade shifts with another firefighter who can work out of class as an engineer;) however, once a trade has been scheduled and approved by a Chief Officer, the trade cannot subsequently be disallowed if a subsequent change in the schedules of other employees would result in cost to the City;
- E. Whenever trade time is being used the employee will make a reasonable attempt to notify the supervisor of the trade a minimum of forty-nine (49) hours prior to the shift for which the trade is effective.
- F. An employee working the trade shift that subsequently is put in a position for which incentive pay is to be paid (i.e. Rescue Premium, Inconvenience Pay, Work-Out-Of-Class) shall have the incentive pay recorded in Telestaff for payment to the employee who actually worked the trade shift.

It is agreed by all parties that trade time is a practice which is to be used infrequently, and only when necessary. However, cooperation, rather than strict standards, will be used to control the extent of trade time.

ARTICLE 7 - WAGES

- 7.1 Rate of Pay. Each employee shall be paid a base salary equal to one of the steps in the classification of the employee. The steps for each classification shall be as published in Schedule A of this Contract, and represent the normal monthly salary. Actual salary for each shift employee shall be calculated in a similar manner, and shall include any incentive pay in the calculations. An hourly rate will be used to determine monthly salary in the event that an employee in the bargaining unit works fewer hours than the normally assigned shifts for a month, and that those hours are not covered by vacation, sick leave, compensatory time, trade time, or other similar provisions. The hourly rate for shift employees will be calculated based on an annualized salary and an assumption of a work schedule as defined in Article 6. This formula is as follows:

(Monthly pay) times 12 divided by (number of work periods per year) divided by (normal hours per work period) = hourly rate.

Where:

- a. monthly pay = normal base pay (Schedule A) plus incentive pay;
- b. work periods per year = 365 days per year divided by 27 days per work period = 13.52 work periods per year;
- c. normal hours per work period = 204 hours.

For practical purposes, (monthly pay) times 12 divided by scheduled hours per year (rounded) equals hourly rate of pay.

Scheduled hours per year = 2758 hours (204 times 13.52).

The hourly rate for employees assigned to a forty (40) hour work week is the monthly base pay plus incentives divided by 173.33 (average work hours in a month).

- 7.2 Promotion. Whenever an employee is appointed to a higher classification or position, the employee shall be paid at the same step in the new salary range immediately upon assuming the new position.
- 7.3 Demotion. Unless otherwise provided by the City, an employee voluntarily demoted or demoted as the result of disciplinary action shall be paid at the same step of the lower classification as the employee occupied in the higher classification.
- 7.4 Transfer. When an employee is transferred to a position in the same classification, the rate of pay of the employee remains the same.
- 7.5 Effective March 9, 2010, Fire Inspectors assigned the duties of fire investigation standby shall receive an amount equal to zero point one percent (0.1%) of monthly top step Fire Inspector II base pay for each hour of standby as compensation for the inconvenience of being on on-call status as specified in Section 6.2 of this contract. During his/her normal work shift and in the absence of the Public Information Officer, the Fire Community Education Program Assistant shall receive a 3% premium of employee's base pay while assigned the duties of and acting in the capacity of a Public Information Officer effective March 9, 2010. While on-call outside his/her normal work shift, the Fire Community Education Program Assistant assigned the duties as the on-call Public Information Officer shall receive an amount equal to zero point one percent (0.1%) of employee's monthly base pay for each hour of standby as compensation for the inconvenience of being on on-call status effective March 9, 2010.
- 7.6 Detailed Shift Employees: One shift employee is currently "detailed" to a position in the Training Division. The work period is defined in Article 6.3. These assignments will normally last one (1) year, although personnel may voluntarily extend an additional one (1) year with the approval of the Fire Chief.
- A. Personnel promoted prior to May 1, 2005 are not required to serve a detail.
 - B. Detailed personnel will receive a five percent (5%) incentive.
 - C. Detailed personnel will maintain their current EMT rating and incentives.
 - D. A Training Lieutenant assigned to the Hillsboro Overhead Team will be given the option to receive a marked Fire Department vehicle in case the employee must respond to emergencies. Overhead Team assignment is at the discretion of the Fire Chief or designee. If a firefighter or an engineer is assigned to this position, the option of a take home vehicle will be on a case-by-case basis as approved by the Chief.

ARTICLE 8 - OVERTIME

- 8.1 Overtime pay shall be paid only for authorized work under the following conditions and at the following rates, but compensation shall not be paid twice for the same hours:
- A. For Shift Employees
 - 1. Work during regular work shifts in excess of two hundred four (204) hours in a work period. The overtime rate for this work is one-half times the employee's regular hourly rate of pay, in addition to the regular base pay from Schedule A which covers two hundred four (204) work hours per work period. Actual FLSA overtime will be computed on base pay plus incentives for each individual.
 - 2. All work performed in excess of the employee's normal work schedule under any circumstances is compensated at the overtime rate, rounded to the nearest one-quarter (1/4) hour. The overtime rate for this work is one and one half (1.5) times the hourly rate (as defined in Article 7.1).
 - B. For Employees assigned to a forty (40) hour work week
 - 1. All work performed in excess of forty (40) hours during the work week is compensated at the overtime rate, rounded to the nearest one-quarter (1/4) hour. The overtime rate for this work is one and one half (1.5) times the hourly rate (as defined in Article 7.1).
- 8.2 The Fire Chief or the Chief's designee in charge of a division or shift is the only officer authorized to require overtime of employees. No employee shall work unauthorized overtime.
- 8.3 All members of the bargaining unit shall be given a minimum of seven (7) days written notice of the date that a shift change is to occur. Non-compliance with this procedure will entitle the affected member to receive overtime payment for the following work shift.
- 8.4 Overtime pay for any overtime worked will be made in the form of pay, unless compensatory time off is requested by the employee and addition of that compensatory time will not bring that employee's compensatory time to a total which exceeds the limit set forth in Section 8.6 of this Contract.
- 8.5 Emergency Call Back: An employee in the bargaining unit called back to work outside the employee's regular duty shift as the result of an emergency. Employees called back for emergencies shall be paid for a minimum of two (2) hours of callback time at the overtime rate or actual time spent working on the callback whichever is greater. No overtime pay shall be allowed for any time worked which falls within that employee's regular shift. If other alarms occur during the initial callback, they will not constitute a separate callback unless the employee has been formally relieved from duty after the first call.
- 8.6 Callback time may be in the form of either compensatory time off or pay, at the discretion of the employee. However, no employee in the bargaining unit shall

accumulate more than 480 hours of compensatory time for shift employees and 350 hours for regular employees. The employee's discretionary election to receive compensatory time in lieu of overtime pay and callback time pay applies to employees hired prior to September 1, 1994.

- 8.7 Employees will be expected to give ten (10) days notice for use of compensatory time off. Only the Chief Officer may authorize use of compensatory time off and then only if adequate coverage can be provided. Compensatory time off will be taken in no less than four (4) hour blocks of time. Employees requesting compensatory time off with less than ten (10) days notice or time that is less than twelve (12) hours must find their own coverage if needed. Phone contact with the Chief Officer is required for approval. All members are required to give at least eleven (11) days notice to their Chief Officer of intent to cancel the scheduled compensatory time off. In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (80 hours), in the case of a regular employee, or (80) hours in the case of Fire Inspectors, the Fire Chief may require that not more than ten (10) working shifts or days may be consecutively taken, but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.

The City agrees to allow Local 2210 members a once-a-year option to sell back compensatory time. In addition to the annual option, employees are allowed to petition the City to sell back compensatory time on a case-by-case basis during the year with the understanding that it may be denied by the City.

ARTICLE 9 – SENIORITY, LAYOFF & RECALL

- 9.1 Seniority is the length of continuous service in the City of Hillsboro Fire Department from the most recent date of hire, plus any length of service (seniority) transferred from another public employer under the provisions of ORS 236.620.
- 9.2 In cases of layoff, seniority will govern, except as provided in Section 9.8 of this Contract.
- 9.3 An employee's seniority shall not be broken and accrued seniority shall not be lost in case of illness, accident, or lay off as provided below:
- A. In case of illness or accident not related to work, seniority remains in effect for five (5) years from the last active date of employment;
 - B. In the event of a layoff, the employee's seniority will remain in effect for five (5) years. The employee will remain in the top of the waiting list for this period;
 - C. In case of accident related to work (covered by Workers' Compensation), seniority remains in effect for five (5) years from the date of the accident.
- 9.4 If an employee is off work under Section 9.3 of this Contract and, in the case of Section 9.3 A or C of this Contract, is medically released to return to full duty, and is offered that employee's former position, the employee must accept the position within one (1) week and report for duty no longer than two (2) weeks after acceptance of the position, or that employee forfeits all seniority.

- 9.5 An employee called into military service of the United States shall continue to earn seniority for the duration of the employee's service mandated by military orders, or for the duration of one (1) voluntary enlistment.
- 9.6 An employee who resigns or is discharged for just cause shall immediately forfeit all seniority previously accrued.
- 9.7 The current seniority list is attached as Exhibit F. This list is effective 7/1/09. Changes to this list due to terminations or new hires will be compiled by the City as needed by the parties. Whenever a change to the list is made, a revised list will be forwarded to the Union.
- 9.8 Layoffs will occur by job classification in inverse order of seniority. If an employee is laid off, any employee displaced by layoff or bumping may "bump" a person with less seniority in a previously held classification if the former person can, at the time of the layoff, meet the current minimum qualifications.
- 9.9 No new employee shall be hired into a vacant bargaining unit position until all laid off employees who are qualified have been given an opportunity to return to work. An employee who is recalled to a position not held previously shall serve in a probationary capacity for the full probationary period of a new employee. Employees laid off for a period of more than five (5) years shall lose all seniority and recall rights. Employees recalled within five (5) years of their layoff date shall be recalled according to seniority. A refusal of recall shall constitute voluntary termination and such employee shall lose their layoff status privileges and seniority.

ARTICLE 10 - HIGHER CLASSIFICATION

- 10.1 Any time any employee is assigned to fulfill the duties and responsibilities of a position in a higher classification than the employee's own position for one (1) or more full twenty-four (24) hour shifts or any portion or fraction of a shift in excess of four (4) hours, that employee shall be paid at the step in the salary range of the higher classification which represents an increase in base pay of at least five (5%), not to exceed the top step in that salary range. If such temporary assignment is to a position outside the bargaining unit, it is understood that the employee shall be subject to the conditions of employment which apply to employees in a similar position. During a temporary assignment to a position outside the bargaining unit, the employee will continue to pay monthly dues as uniformly charged by the Union in accordance with Article 3.
- 10.2 An employee, who is assigned to a higher classification as set forth in Section 10.1 of this contract, will be considered promoted and permanently assigned to that higher classification only when so designated in writing by the Fire Chief or the designee of the Chief.

ARTICLE 11 - UNIFORM, CLOTHING ALLOWANCES

- 11.1 After successful completion of the first six (6) months of probation, a shift employee shall receive two (2) uniform shirts, two (2) uniform pants, three (3) blue T-shirts, one

(1) pair new wildland boots, two (2) sweatshirts, one (1) new belt, one (1) belt buckle, one (1) new uniform jacket with liner & hood, at least one (1) badge, and one (1) name tag, one (1) pair tennis shoes, one (1) pair shorts, one (1) pair sweatpants, one (1) hooded sweatshirt.

At time of hire, regular employees and Fire Inspectors shall receive three (3) new uniform shirts and pants, one (1) pair new shoes/boots, one (1) new belt, one (1) belt/buckle, one (1) uniform jacket with liner & hood, at least one (1) badge, one (1) name tag, one (1) pair tennis shoes, one (1) pair shorts, one (1) pair sweatpants, and one (1) hooded sweatshirt.

All new employees at the end of their probationary period or upon receiving their clothing allotment will be told their adjusted uniform budget to use to bring them in line with the regular purchasing dates as listed below. This will be on a prorated scale of \$31.50 per month per shift members and \$40.00 per month for Regular employees and Fire Inspectors. This figure will be adjusted to reflect months left until normal purchasing from the time the employee finishes one and one half years of service with the City. This

figure will be available to use and shall reflect the dollar amount broken down to a per day basis if need be to accurately reflect the time left on the calendar until July 1st.

- 11.2 Local 2210 and the City agree to maintain a replace-as-needed uniform program with Fire Department management responsible for establishing an Employee Uniform Account for all Local 2210 members. All shift employees will have access to \$ 380.00 yearly and Regular employees and Fire Inspectors will have access to \$ 480.00 yearly. This individual account can be used for the purchase of uniforms and work related items for each employee.

A bulk ordering process overseen by a member of management and one elected union member will take place throughout the fiscal year. Each member will be allowed to place an order for all the anticipated items needed for the fiscal year staying within their allotted budget. The employee does not need to order with the bulk order to be able to access his/her account, but if not done at the time of a bulk order then any shipping costs incurred in the ordering process will be deducted from his/her individual account.

In the event a member does not spend their entire allotted budget within their individual account by May 1st, a collective separate account will be established with the goal of purchasing Class A uniforms or other items as agreed upon by the uniform committee. The Class A uniforms will be offered to officers first (by seniority), then to union members listed in order of preference on schedule B.

- 11.3 The City and Union agree to work together through a committee composed of equal number of members of the Union and Fire Department administration to identify and recommend an approach for achieving a fair and consistent uniform policy; this is to include the replacement process and required uniforms for the represented positions.

ARTICLE 12 - HOLIDAYS

- 12.1 Shift employees who are members of the bargaining unit shall receive four and one-half (4-1/2) hours per pay period of holiday time off in lieu of the following holidays:

New Year's Day (January 1);
Martin Luther King, Jr. Day (Third Monday in January);
President's Day (Third Monday in February);
Memorial Day (Last Monday in May);
Independence Day (July 4);
Labor Day (First Monday in September);
Veteran's Day (November 11);
Thanksgiving Day (Fourth Thursday in November);
Christmas Day (December 25).

Additionally, if any additional day(s) becomes holiday(s), for other City employees through any means other than labor negotiations, the shift employees in the bargaining unit shall each receive an additional 1/2 shift off per day in lieu of each such additional holiday. However, substitution of a new holiday(s) for any of the above listed holidays shall not be construed to mean addition of a holiday(s).

Accruals are posted semi-monthly at the rate of four and one-half (4.5) hours per pay period.

- 12.2 Regular employees who are members of the bargaining unit shall receive the above listed holidays off. For regular employees, when a holiday falls on Saturday, it will be observed on the previous Friday and when a holiday falls on Sunday, it will be observed on the following Monday. If the City Manager designates any additional day(s) as holiday(s), the regular employee in the bargaining unit shall also receive that holiday(s) off.
- 12.3 Fire Inspectors and regular employees who are members of the bargaining unit shall receive holidays as follows, based on the above-listed holidays:
1. If scheduled to be on duty - day off
 2. If scheduled to be off duty - 10 hours of banked Holiday time in lieu of the holiday; however, an employee hired prior to September 1, 1994, shall have the option to receive either compensatory time or Holiday time in lieu of the holiday.
 3. Such holiday time off shall be taken within the calendar year in which it is earned or the balance as of December 31 shall be paid as part of the December payroll.

If City Manager designates any additional day(s) as holiday(s), the Fire Inspectors in the bargaining unit shall also receive that holiday(s) off, or compensatory time as above.

- 12.4 For shift employees unused holiday credit received and accumulated as herein provided shall be paid at a time of termination or retirement to the member of the bargaining unit. In the case of death, payment shall be made to the surviving spouse or estate. Shift employees may accrue and carry over to the following calendar year not more than fifty-four (54) hours off in lieu of holidays. Holiday banks in excess of 54 hours will be paid as part of the December payroll. It is the intent of all parties to avoid substantial accumulation of holidays, and to spread the use of holidays relatively evenly through the year. However, cooperation of all parties rather than specific standards shall be used to accomplish this objective.

- 12.5 Employees will be expected to give ten (10) days notice for use of holiday time off. Only the Chief Officer may authorize use of holiday time off and then only if adequate coverage can be provided. Holiday time off will be taken in no less than four (4) hour blocks of time. Employees requesting holiday time off with less than ten (10) days notice or time that is less than twelve (12) hours must find their own coverage if needed. Phone contact with the Chief Officer is required for approval. All members are required to give at least eleven (11) days notice to their Chief Officer of intent to cancel the scheduled holiday time off. In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (80 hours), in the case of a regular employee, or (80) hours in the case of Fire Inspectors, the Fire Chief may require that not more than ten (10) working shifts or days may be consecutively taken, but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.
- 12.6 Shift employees requesting any holidays off (as identified in Section 12.1 above and with the addition of Christmas Eve and New Year's Eve) shall be required to find their own coverage, if needed. Cancellation of a Holiday shall require the signature of both employees on a time-off request form to be submitted to the Battalion Chief.
- 12.7 Effective no later than July 2010, Fire Operations GO #700-27 shall be amended to permit five (5) employees off per shift on scheduled leave arising from the use of holiday, vacation or compensatory time.

ARTICLE 13 - SICK LEAVE

- 13.1 Sick leave benefits shall be earned and accrued by all shift employees at the rate of eighteen (18) working hours per calendar month, and by all other employees at the rate of eight and two-thirds (8 2/3) working hours per calendar month. Sick leave accrual shall be limited to 2880 hours.

If a new employee in an eligible position starts work on or before the 15th of the month, the sick leave accrual will be 100% for that month. If the employee starts work on the 16th of the month or later, the sick leave will be 0% for that month.

Sick leave accrual will be 100% during all paid leaves of absence. The 50% rule will apply to unpaid leaves of absence, as follows.

If the employee is in unpaid status for a number of hours less than 50% of the normal work hours in the given month, then the sick leave accrual for that month will be 100%. If the number of hours of unpaid status is equal to or greater than 50% of the normal work hours in the given month, the sick leave accrual for that month will be 0%.

When employees return from unpaid military leave, sick leave will begin accruing at the rate that would have been achieved if the employee were continuously employed.

- 13.2 Sick leave credits earned by each employee and on record on the effective date of this Contract shall be retained.
- 13.3 Utilization for Illness or Injury.

- A. Local 2210 members' sick leave accounts may be used for illness or injury; emergency medical, dental, optical appointments; exposure to contagious disease which would endanger the health of the public or fellow employees; illness or death of a spouse, child, brother, sister, parent, or other close relative. Those employees working an eight (8), ten (10) or twelve (12) hour shift may use their sick time for non-emergency medical, dental, optical appointments. In such an event, the employee shall notify the Chief Officer of absence due to illness or injury, and the nature and expected length thereof, a minimum of two (2) hours in advance whenever practical. If the Chief Officer is unavailable, the employee will leave a message with another officer on duty.
- B. In the case of the employee's own inability to perform duties, the employee may be required to furnish a certificate, issued by a health care practitioner, or other support for the absence, after three (3) consecutive working days or shifts absence. The City may require the certificate for an absence for three (3) days or less, and in this event the City shall pay for any costs associated with such certificate.

13.4 Family Illness. The City shall grant family medical leave in accordance with City policy and law. Sick leave not to exceed five (5) days or shifts per illness or incident shall be authorized because of illness in the employees' immediate family, if the employee's attendance is necessary to provide home care of a child or immediate family member with a serious health condition. Utilization of sick leave may be without limit when a member of the immediate family is hospitalized and on a medical "critical list." "Immediate family" is defined to mean spouse, parent, children, step-children, brothers, sisters, mother-in-law, father-in-law, maternal grandparents, paternal grandparents, and other persons who reside in the employee's household. Use of sick leave for family illness is intended to enable the employee to provide care under emergency or similar unforeseen circumstances in order to make alternative care arrangements. Should more than five (5) days be required to provide care under this paragraph, then the employee may be required, on a case-by-case basis, to provide the information requested on a "Certificate of Health Care Practitioner" form provided under the federal Family Medical Leave Act. Second or third opinions may also be required. Any deviation from Article 13.5 intended by the City to accommodate a particular employee shall not be precedent setting or construed to grant any greater rights to sick leave utilization to other employees.

Both parties understand that the City is revising policies to respond to implementation of FMLA. The parties will develop an MOU and/or contract amendments to address implementation of FMLA.

13.5 On the Job Injury Insurance.

- A. Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries received while in the employ of the City. Employees shall receive normal salary for the shift in which the injury occurs.
- B. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties will be paid

approximately the difference between their regular net salary and compensation benefits for lost time for a period of three (3) months following the injury or illness. Whenever an employee receives a check from the City Workers' Compensation insurer, that employee shall report to the Payroll Clerk the amount of the check and the period for which it represents payment.

- C. If an employee is off work beyond three (3) months as a result of a work injury, accrued days of sick leave may be used on a pro-rata basis to supplement the employee's insured disability income until such leave is exhausted. An employee may request in writing at the time of notifying the department that the employee is taking leave that the employee does not want the leave charged against accrued sick leave. In this event, the leave will not be paid by the City.
 - D. The employee may use accrued overtime, comp time, holiday credits, and vacation credits after the use of any accumulated sick leave. Health care practitioner progress reports may be required prior to approval of such payments.
- 13.6 Sick Leave Without Pay. On application by the employee, in the event the City determines under Section 15.1 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a health care practitioner periodically during the period of such disability. The City agrees to continue medical insurance premiums through elimination period for disability insurance.
- 13.7 Compassionate Leave. In the event of a death in the immediate family the Fire Chief, or the immediate supervisor in the absence of the Chief, may grant sufficient time off with pay to make funeral arrangements if necessary and to attend the funeral. Employee's family shall mean spouse, parent, children, step-children, brothers, sisters, mother-in-law, father-in-law, maternal grandparents, paternal grandparents and other persons who reside in the employee's household. A maximum of five (5) calendar days may be granted if warranted by the situation. The first two (2) days or shifts of such leaves shall not be charged to sick leave if sick leave is available. Leave with pay of up to four (4) hours may be granted when employee serves as pallbearer.
- 13.8 Other than as herein provided, including PERS sick leave conversion, sick leave accrued and accumulated will not be otherwise compensated by the City.
- 13.9 FMLA. The City shall grant family medical leave in accordance with City policy 6.6 G unless an explicit contract term is inconsistent. Any change to policy 6.6 G which constitutes a mandatory subject to bargaining, will be bargained with the Union prior to implementation affecting union membership. With reference to the medical certification section of 6.6 G, a third opinion may be obtained, if necessary, to verify the attending health care practitioner's certification of a serious health condition. The employee, Union and the City will cooperate in good faith as required by law to choose the third health care practitioner. Verification will be at the City's expense. The section titled "Effect of Unpaid Leave on Salaries" does not apply to Union members.

ARTICLE 14 - VACATION LEAVE

14.1 Vacation benefits shall be earned by all normal full-time shift employees at the following rate, beginning at the expiration of minimum six (6) months probation, and in the instance of those shift employees carried beyond the probationary period the accrual time shall commence with the original date of employment:

Months of Continuous Service	Monthly Vacation Accrual Rate	Annual Accrual	Maximum Accrual
0 through 60	12 hours/month 6/pay period	144 hours	288hours
61 through 120	17 hours/month 8.5/pay period	204 hours	408 hours
121 through 180	20 hours/month 10/pay period	240 hours	480 hours
181 through 240	23 hours/month 11.5/pay period	276 hours	552 hours
241 and above	26 hours/month 13/pay period	312hours	624 hours

14.2 All regular employees not included in 14.1 shall earn time-off for vacation leave according to the following schedule:

Months of Continuous Service	Monthly Vacation Accrual Rate	Annual Accrual	Maximum Accrual
0 through 60	9 hours/month 4.5/pay period	108 hours	216 hours
61 through 120	12 hours/month 6/pay period	144 hours	288 hours
121 through 180	14.5 hours/month 7.25/pay period	174 hours	348hours
181 through 240	16 hours/month 8/pay period	192 hours	384 hours
241 and above	18 hours/month 9/pay period	216hours	432 hours

14.3 Employees are expected to take vacation leave yearly, unless special conditions warrant otherwise. An employee may accrue up to the maximum accrual shown in the tables above; however, an additional five shifts may be accrued for up to 30 days with the written approval of the Chief or the Chief's designee.

14.4 Vacation credit, accrued and accumulated as herein provided, shall be paid at time of termination, but any credits earned and not used or carried forward, as provided in 14.3, shall neither be compensated nor subsequently allowed

14.5 Employees will be expected to give ten (10) days notice for use of vacation time off. Only the Chief Officer may authorize use of vacation time off and then only if adequate coverage can be provided. Vacation time off will be taken in no less than four (4) hour blocks of time. Employees requesting vacation time off with less than ten (10) days notice or time that is less than twelve (12) hours must find their own coverage if needed. Phone contact with the Chief Officer is required for approval. All members are required to give at least eleven (11) days notice to their Chief Officer of intent to cancel the scheduled vacation time off. In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (80 hours), in the case of a regular employee, or (80) hours in the case of Fire Inspectors, the Fire Chief may require that not more than ten (10) working shifts or days may be consecutively taken, but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.

14.6 Vacation time approval shall be based upon the principle of "first come, first served" and, in the occasion of requests for the same days off, the employee with seniority shall be given preference, subject to the provisions of 14.7.

- 14.7 Insofar as possible, an employee shall be granted preference in scheduling vacation time. When more than one employee desires the same period, the employee with seniority shall be limited to bumping of one vacation shift for each calendar year, for each employee with less seniority, provided that a minimum of ten (10) days notice is given.
- 14.8 An employee who has completed six months of the twelve (12) probationary period and who subsequently is terminated or laid off shall be compensated for accumulated vacation leave. In the event of death, payment of such accumulated vacation leave shall be made to the surviving spouse, and if there be none, to the estate of the employee. An employee who terminates or is terminated, prior to completion of such six (6) months probationary service, shall not be eligible for accumulated vacation pay, nor shall the heirs or estate of the employee.
- 14.9 The following rules for converting paid time off will be used when members of the Union transfer between 53-hour and 40-hour work weeks.
- A. Suppression Employee working light-duty or a temporary forty (40) hour work week re-assignment.
1. Leave Banks Conversion Factors.
 - a. The factor for use in converting a suppression employee's leave banks (holiday, sick, vacation) due to a change from a fifty-three (53) hour work week to a forty (40) hour work week is 0.72. {53 hour accrued leave balance times 0.72 equals new leave balance – $173.33/240 = 0.72$ }
 - b. The factor for use in converting a suppression employee's leave banks (holiday, sick, vacation) due to a change from a forty (40) hour work week to a fifty-three (53) hour work week is 1.39. {converted accrued leave balance or 40 hour accrued leave balance time 1.39 equals new leave balance – $240/173.33 = 1.39$ }
 - c. Any conversion will be made as of the first day of the month following the change in their work week.
 - d. During the interim period from the date of the work week change until conversion of the leave banks (holiday, sick, vacation, compensatory) is made, the employee will document the actual conversion hours worked or leave(s) taken on a department provided of their payroll records.
 - e. Compensatory leave banks must either be cashed out at the time of the transfer (at the hourly rate of pay prior to the transfer), converted as stated above, or the bank will be frozen and compensatory time cannot be accrued or used while in the transferred position.
 2. Once the employee is authorized to return to a 53-hour work week the banks are converted back using the above formulas in Section A (1) above.
- B. Permanent Transfer of a Current Employee.
1. The following shall apply to a current employee who permanently transfers from a position that regularly works a fifty-three (53) hour work week to a position that regularly works a forty (40) hour work week; or when a current employee permanently transfers from a position that regularly works a forty (40)

hour work week to a position that regularly works a fifty-three (53) hour work week.

- a. The employee's pay will be adjusted to the appropriate wage scale as defined by the CBA.
- b. If the employee's leave banks will be converted as defined in Section A.1 (a-d) above.
- c. The transferring employee can choose to cash out up to one hundred percent (100%) of their Compensatory leave banks at the time of the transfer. If transferring to a non-exempt position, any remaining Compensatory leave not cashed in, will be converted as per Section A.1 above.

ARTICLE 15 - OTHER LEAVES

- 15.1 Leaves of Absence. Leave of absence without pay for a limited period, not to exceed thirty (30) calendar days may be granted for any reasonable purpose as determined by the Chief and consistent with the needs of the City. Such leaves may be renewed or extended for any additional reasonable period. No leaves will be granted to any employee to accept employment in any other capacity or for any other jurisdiction.
- 15.2 Jury duty. Employees shall be granted leave with full pay any time they are required to report for jury duty or as a witness, provided that such employee shall report for regular duty if jury or witness duty does not require a full shift, in the case of shift employees, or a full regular working day, in the case of regular employees. All jury fees and witness fees (except mileage reimbursement fees) earned will be remitted to the City by the employee.
- 15.3 Educational leave. After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for education purposes at an accredited school when it is related to employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary, upon approval by the City. Employees may also be granted leaves of absence with or without pay, at the discretion of the City for educational purposes for reasonable lengths of time to attend conferences, seminars, and other functions of a similar nature that are intended to improve or upgrade the individual's skill and professional ability, provided it does not interfere with the operation of the City.
- 15.4 Military Leave. Military, alternative service and Peace Corps leave shall be granted in accordance with applicable provisions of law and City policy.
- 15.5 Voting Time. If vote by mail or e-voting is not an option, employees shall be permitted time off (with pay) not to exceed two (2) hours to vote in general and/or Special Elections if their assigned work schedules do not permit them to vote otherwise.
- 15.6 Authorized Travel, Training, and Conference Attendance. Food, lodging, and travel expenses or any of them shall be paid by the City according to receipt of proper detailed City expense form for an employee required to attend the conference or business meeting when said conference or business meeting is held at location other than the employee's regular home or job location. City shall pay tuition or instructional material costs for any employee required by the City to attend the regular course of instruction. An employee

who voluntarily attends the course of instruction which is directly related to the business of the City may receive tuition from the City if the employee has successfully completed the course of instruction and if the City has previously agreed.

ARTICLE 16 - UNION REPRESENTATIVES

- 16.1 Members of the bargaining unit selected to serve as Union authorized representatives shall be certified in writing to the Fire Chief and to the City Manager. Representatives will normally be expected to perform representation duties on their own time. Should the situation require, the members of the bargaining unit may request from their appropriate supervisor time to attend regularly scheduled official Union meetings and any time so granted will be without loss of pay.

ARTICLE 17 - CONTRACT NEGOTIATIONS

- 17.1 The negotiating team for the bargaining unit, to be comprised of no more than three (3) members, shall be permitted to attend the negotiating sessions, with the City representatives, relative to securing contract renewal, without loss of any pay to the extent such meetings are scheduled during regular duty hours of the members so attending. For shift employees, no more than two (2) members from the same shift will attend negotiations at the same time while they are on duty.

ARTICLE 18 - MISCONDUCT AND DISCIPLINE

- 18.1 The purpose of disciplinary action is not to punish or get rid of problem employees, but to improve the performance, efficiency and morale of the City fire service, and to prevent re-occurrence of the same or similar violations. Members of the Bargaining Unit may be disciplined only for just cause, and have a right to grieve any disciplinary actions under the provisions of this Article.
- 18.2 Disciplinary Measures. Disciplinary action shall be for just cause. The discipline and the procedure by which it is administered shall not violate this Contract. Discipline includes the following steps, or such other actions as are appropriate to the circumstances of the violation and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
- A. Oral reprimand, which may be documented in writing;
 - B. Written reprimand;
 - C. Reduction in pay, so long as the reduction is no more than one (1) step and not in excess of twelve (12) months;
 - D. Suspension;
 - E. Demotion;
 - F. Discharge.

The City shall not impose a reduction in pay, suspension, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Effect of an Oral or Written Reprimand. Oral or written reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Oral or written reprimands are not subject to grievance beyond Step 3.

- 18.3 Due Process. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee in order to refute, mitigate, or defend against the charges, discuss the facts related to the investigation and discuss the appropriate level of discipline, if any. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Union and the affected employee with all the documents which are relied upon. The employee or the Union may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, all documents and evidence upon which the City has relied shall be provided to the Union and the affected employee.
- 18.4 Avoidance of Embarrassment. If the Fire Chief or designee has reason to discipline an employee the Fire Chief or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.
- 18.5 Union Representation in Interview and Discipline Process. The City acknowledges the right of the employee to have a representative of the Union present at meetings with the employee, which could lead to discipline of an oral or written reprimand. The opportunity to have a Union representative present at the interview shall not delay the interview more than four (4) hours.
- 18.6 General Procedures.
- A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action, involving an economic sanction or discharge, against that employee will be afforded the following safeguards:
- (1) The employee and the Union will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
 - (2) At least fifty six (56) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction or discharge upon the employee as a result of the underlying incident, the employee and the Union will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with a Union representative; and the employee and the Union will be provided all available materials the City possesses related to the investigation,

unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Union, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Union shall cooperate to meet appropriate investigative and due process needs.

- (3) The employee shall be allowed the right to have a Union representative present during the interview. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (4) The City shall make a reasonable good faith effort to conduct these interviews during regularly scheduled business hours, except for emergencies. Where the Fire Chief or the Fire Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee.
- (5) The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which the employee is entitled under law.
- (6) The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- (7) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- (8) The City shall tape record the interview and a copy of the complete interview tape of the employee shall be furnished, upon request, to the Union. If the interviewed employee is subsequently disciplined by economic sanction, and the discipline is grieved beyond Step 2, the recording shall be transcribed by the City, and the employee and the Union shall be provided a copy thereof.
- (9) Interviews and investigations shall be concluded without unreasonable delay.
- (10) The employee and the Union shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Union within one (1) year from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

B. Inquires Related to Serious Incidents.

- (1) Employees involved in incidents with serious injuries or death shall be advised when in the course of any inquiry it appears that a reasonable basis for discipline may exist, and that the employee may request the presence of a Union representative prior to being required to give any further oral or written statement about the incident. Obtaining a representative shall not unduly delay the giving of the statement.
- (2) Section 18.6 shall not apply to a criminal investigation conducted by a law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved employee's ability to recall, provided however, that the City shall only rely upon the involved employee's formal interview statements for all administrative purposes.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within twenty (20) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee and the Union shall make a good faith attempt to resolve the dispute informally with the appropriate supervisor. The appropriate supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the Union may present the grievance, in writing, to the "Management Team," within twenty (20) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the section(s) of this Agreement alleged to have been violated;
- (c) the remedy sought;
- (d) the name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the Union and such meeting shall occur within twenty (20) days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance remains unresolved, within twenty (20) days of receipt of the written Step 2 decision of the "Management Team", the Union may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why

the Union is proceeding with the grievance in light of the “Management Team’s” Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Union to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Union within thirty (30) days of receipt of the Step 3 grievance.

Step 4. If the grievance is not resolved at Step 3 above and if the Union wishes to pursue the grievance further, the Union shall submit the grievance to arbitration by written notice to the City’s labor counsel or designee within twenty (20) days following the date the City Manager’s response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator. The Union shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Union’s request shall be provided to the City’s labor counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one (1) name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator’s decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator’s decision shall be final and binding on the affected employee(s), the Union and the City.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Union members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

- 19.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or Union fails to respond in a timely fashion, the grievance shall be deemed waived.

Each reference to “days” in this Article means “calendar days.”

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

ARTICLE 20 - SPECIAL CONFERENCES

- 20.1 Special conferences for important matters will be arranged between the Union President and the City Manager or his designated representatives if both parties believe that such conference would be constructive. Such meeting shall be arranged in advance and an

agenda and matters to be discussed at the meeting shall be presented at the time the conference is requested.

- 20.2 Union representatives, not to exceed three (3), shall lose neither time nor pay for time spent in such conferences.

ARTICLE 21 - MEDICAL-HOSPITAL, VISION, AND DENTAL INSURANCE

- 21.1 The City agrees to provide family medical-hospital insurance coverage and pay the premium for this coverage. Effective August 1, 2009, and for the term of this Agreement, such coverage shall be CityCounty Insurance Services (CIS) Blue Cross-Blue Shield (BCBS) Plan V-B/PPP (\$200 Deductible).

- 21.2 Effective August 1, 2009, and for the term of this agreement, employees shall pay five percent (5%) not to exceed fifty dollars (\$50.00) of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium. Effective August 1, 2010, and for the term of this Agreement, such coverage shall be CityCounty Insurance Services (CIS) Blue Cross-Blue Shield (BCBS) Plan V-B/PPP (\$200 Deductible) with a change in the prescription plan to Rx4. Effective August 1, 2010, and for the term of this agreement, employees shall pay seven and one half percent (7.5%) not to exceed seventy five dollars (\$75.00) of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium. Effective August 1, 2011, and for the term of this Agreement, such coverage shall be CityCounty Insurance Services (CIS) Blue Cross-Blue Shield (BCBS) Copay A Plan. Effective August 1, 2011, and for the term of this agreement, employees shall pay seven and one half percent (7.5%) not to exceed seventy five dollars (\$75.00) of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium.

The Union agrees to participate fully in the City-established Employee Benefits Committee in recognition of the significance of health insurance costs as an aspect of total compensation.

- 21.3 For the term of this Agreement, the City agrees to provide family vision insurance coverage. Such coverage, for employees receiving medical insurance under Section 21.1, shall be CIS Vision Service Plan (VSP), or a plan considered by the City insurance agent of record to be equal to or better than the CIS VSP Plan. Equal to or better may include partial or full self-insurance by the City. The City agent of record shall consider the limits of the coverage provided in determining whether a proposed plan is equal to the CIS VSP Plan.

- 21.4 For the term of this Agreement, as an alternative to coverage provided per Section 21.1 and Section 21.2 above, the City shall make available to members of the bargaining unit, and pay premiums and share the cost on a composite basis for full family coverage as described in 21.2, Kaiser Foundation Health Plan of Oregon Group Medical and Health Service Agreement and Vision agreement.

- 21.5 For the term of this agreement, the City agrees to provide full family coverage in the Oregon Dental Service Plan II.

- 21.6 The City shall notify the Union prior to a change to a different plan, and shall make available to the Union, a summary of the existing plan and the proposed plan, with a comparison done by the City agent of record. The City agrees to meet with the representatives of the bargaining unit to discuss any proposed change from the Plans named in Section 21.1 through Section 21.4 above before implementing such a change.
- 21.7 If the Union, through a qualified insurance agent, determines the City's proposed plan is not equal to or better than the existing plan, they shall so notify the City within fifteen (15) calendar days of the Union's receipt of the notice and plan comparison from the City. The City and the Union may then mutually agree to negotiate the matter of coverage, or may submit the question of whether the plans are at least equal to a panel of three (3) agents for a final and binding determination under the provisions of Section 21.7.
- 21.8 The panel referenced in Section 21.6 shall consist of one (1) qualified insurance agent designated by the City, one (1) qualified insurance agent designated by the Union, and a third qualified insurance agent mutually agreed upon by the insurance agents representing the City and the Union. If a majority of the panel agrees that the plans are equal, or the new plan is better than the existing plan, the proposed plan will be so considered, and the City may implement the change to that plan. If a majority of the panel agrees that the plans are not equal, or the proposed plan is not better, the City may continue the coverage under the existing plan, may propose another equal or better plan, subject to the procedure of Section 21.6, or may negotiate the proposed change in coverage with the Union before implementing such a change.
- 21.9 The City shall have no obligation to impact bargain changes initiated by CIS or the insurance providers to the Health and Welfare plans listed above unless the cost impact to an employee and/or the employee's dependents results in an out of pocket cost to the employee and/or the employee's dependents in excess of \$250.00 per plan year. This waiver of impact bargaining by the Union will not apply to changes to deductibles or co-pays. The City agrees that the above impacts bargaining waiver does not allow the City to unilaterally increase the stop loss amounts of the current Health and Welfare plans.
- 21.10 VEBA Contribution
- A. Each month, the City will contribute two percent (2.0%), in addition to other compensation, of an employee's base salary to the VEBA plan for use by an employee, at their option, for either pre or post-retirement eligible expenses.

ARTICLE 22 – LIFE INSURANCE

- 22.1 The City agrees to pay the premium on life insurance in the amounts as stated below for all members of the bargaining unit:
- A. State-mandated insurance program - \$10,000;
B. Additional life insurance - \$30,000;
C. Accidental Death and Dismemberment coverage on B - \$30,000;
D. Coverage as mandated by state statute for Workers' Compensation Insurance.

22.2 If any physical examination is required to provide such life insurance, the City will provide such examination.

ARTICLE 23 – LIABILITY INSURANCE

23.1 The City shall comply with ORS 30.285 and 30.287.

ARTICLE 24 – RETIREMENT PLAN

24.1 The City agrees to remain a member of Public Employees Retirement System (PERS) of the State of Oregon, and its successor.

24.2 The City and Union agree to implement Resolution 1836 that was adopted by Hillsboro City Council on December 6, 1994. Both parties agree that if any changes or mandated court orders affect the resolution or the benefits union members receive from this resolution, then negotiations may be reopened by either party to deal with the effect of those changes.

The City hereby agrees to make available, to the PERS eligible City employees who are members of the bargaining unit, the Public Employees Retirement System (PERS) sick leave conversion program.

ARTICLE 25 -- TRAINING AND ADVANCE DEGREE INCENTIVE

25.1 Upon receipt of proof of Emergency Medical Technician certification by the City, the City shall pay an additional percentage of base salary for each level of Emergency Medical Technician Achievement, according to the following schedule:

Intermediate	5%
Paramedic	10%

An employee who is a Fire Inspector or a Fire Prevention/Education Officer will not be eligible for EMT premiums. All newly hired firefighter employees to the Hillsboro Fire Department are deemed to be on probation for twelve successive months, from their last date of hire. For the first six months of their probation period, which includes their initial training period, they are not eligible to receive an additional percentage of base salary for the appropriate level of Emergency Medical Technician Achievement: Intermediate 5% and Paramedic 10%.

Upon completion of the initial fire training four-five months and satisfactory completion of their first six months of employment, the employee is now eligible to submit proof of Emergency Medical Technician certification (Intermediate or Paramedic) to the City. The City shall then pay an additional percentage of base salary to the member showing proof of Emergency Medical Technician certification - Intermediate or Paramedic.

25.2 The city shall reimburse shift employees one hundred percent (100%) of the cost of books and tuition for any successfully completed EMT paramedic coursework or for those courses leading to an AA degree in Fire Science which the Fire Chief determines

to be directly related to the job, and for other courses which the Fire Chief determines to be job related and appropriate, and pre-approved, provided: that the funds are available; enrollment in a paramedic course has been approved during the budget process; the course has prior approval of the Fire Chief or their designee; the course is completed with a 2.0, or "C", or better grade; the course books are returned to the City as its property. The rate of reimbursement will be predicated upon the "in state" credit hour rate for classes at the Associate of Arts level established at Portland Community College. Courses not offered at PCC or equivalent institution and which require the employee to take courses at institutions at a higher cost, will be reimbursed at one hundred percent (100%) tuition based on the "in state" credit hour rate at Portland State University. The City will not reimburse for credits based on job experience. The City may condition participation in this tuition reimbursement program in a paramedic course on an agreement to complete paramedic certification within an agreed period, and agreement for continued City service beyond the actual certification date, with which the failure to comply would result in the participant's repayment of the tuition reimbursed.

25.3 A stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of two (2) years after completion of the reimbursed course(s). Voluntary separation from the City prior to this time period will require that the employee return to the City a portion of the amount received. The employee will be credited one-twenty-fourth (1/24th) of the amount received for each month of completed service after completion of the course for which reimbursement was made, which the employee shall pay in lump sum upon separation from employment, or otherwise as the employee and City might agree. The City may enter into an agreement between the City and the employee who requests education expense reimbursement in a form attached as Schedule E to this Agreement.

25.4 Rescue Premium.

Employees assigned to duty on a rescue vehicle will be paid a Rescue Premium of three percent (3%) of employee's base pay wage for those hours assigned effective the pay period starting March 9, 2010.

25.5 Suppression personnel on duty assigned mentorship or recruit training will be paid a premium of three percent (3%) of the employee's base pay for 24-hours per shift effective the pay period starting March 9, 2010. For the hours assigned in a training capacity as identified above less than 24 hours, the employee will be paid a premium of three percent (3%) of the employee's base pay for those hours assigned. The premium will be paid for the duration of the training period, or the probationary firefighter is assigned to a regular uniformed position to complete their probation or the mentorship period is achieved. The Fire Chief shall retain the ability to assign personnel for these training purposes.

25.6 Bi-lingual Pay.

Employees who are qualified by the Department as bi-lingual in English and Spanish, or a language spoken by over ten percent (10%) of City residents as documented by the most recent U. S. Census, will receive a monthly premium of three percent (3%) of their regular base pay effective the first pay period following the testing process. Employees receiving bi-lingual pay will periodically be tested on their proficiency. If an employee is no longer proficient in the language they are receiving premium for, the employee will no longer receive the 3% incentive. The union understands that the City is in the process of

implementing a Bi-lingual pay policy for the general employee population and the City may implement its policy without further bargaining.

ARTICLE 26 – MEAL PROVISION

26.1 Meal Provision

The City derives benefit as a result of the shift employees eating two meals per day on the premises of the City. As a result, the City will provide these two meals per day in the following manner:

- A. The City will pay the Union \$7.00 per day per shift employee normally on duty.
- B. The Union will be responsible to assure that this money is spent only for purchase of foodstuffs and related materials for meals;
- C. The City may also pay equivalent amounts for non-union shift employees, in which case the Union will assure that this money also is spent only as stated in (B) above;
- D. In return for money paid, the Union will assure that each Union employee on duty and each non-union employee for whom the City has paid a meal allowance will be allowed to participate in the meals program, with meals for all covered employees to be the same.

26.2 Payment as required in 26.1 above for meal allowance shall be provided to the Union on or before the last day of the month for the following month. If payment includes payment for any non-union employees, the City shall indicate, at the time of payment, the number of non-union employees per shift covered by the payment.

ARTICLE 27 – STRIKING OR RECOGNIZING PICKET LINE PROHIBITED

27.1 No employee subject to this Contract shall strike or recognize a picket line of any Union or organization while the employee is on duty. For the purpose of interpretation of this section, the term “strike” relates only to on duty conduct and means an employee’s refusal in concerted action with others to report for duty or the willful absence from the employee’s position or the employee’s stoppage of or interference with work of employees or the employee’s absence in whole or in part from the full, faithful or proper performance of that employee’s duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, compensation, rights, privileges or obligations of public employment. However, nothing herein shall be construed to limit or impair the right of any public employee to lawfully express or communicate a complaint or opinion in any matter related to conditions of employment. Any employee violating this Article shall be subject to disciplinary action.

ARTICLE 28 – INCONVENIENCE PAY

- 28.1 Inconvenience Pay: This pay compensates all time spent in actually assembling, moving, and storing turnout gear, as well as travel time.

The City and Union mutually recognize that the preceding paragraph originated for conditions that existed 20 years ago. The changing requirements of the fire service have brought many changes, including increased staffing, different operational deployments, and the introduction of Kelly Days. These changes necessitate changes in the practice of inconvenience pay. The intent of the changes below are:

- Transitioning the movement of employees for vacancy coverage to employees identified in writing.
- Minimize, as practical, both the movement and hourly inconvenience compensation of employees not in the relief pool.
- Cooperatively study the implementation of these changes over time to identify opportunities to implement logical and consistent policies and practices related to the relief pool.

A. Most shift employees have specific station assignments. When such a shift employee is required to report for duty at another station, the employee will receive payment of one (1) hour of overtime (inconvenience pay).

B. The City may establish and maintain a combined Kelly and paid relief pool of up to three (3) employees per shift consisting, at the City's discretion, of the assignment of employees from different classifications as determined by the City. Employees assigned to the relief pool will be paid an amount equal to three percent (3%) of base wage effective the pay period starting March 9, 2010. Employees assigned to the relief pool will be assigned to fill vacancies which occur for any reason.. Such employees are not eligible for hourly inconvenience pay. Employees must complete probation prior to assignment as shift coverage.

C. The staffing officer will inform the employee of such moves as soon in advance as possible.

- 28.2 The provisions of 28.1 above do not apply, and no inconvenience pay is due when an employee is transferred to an alternate work location if all of the following conditions are met:

1. The employee is given time during the work shift to assemble, move, and store turnout gear for the moves to the alternate work location and back; and
2. The moves to the alternate work location and back are made during that employee's work shift; and
3. Transportation for the moves to the alternate work location and back is made available by the City.

ARTICLE 29 – RETIREMENT MEDICAL COVERAGE

- 29.1 Subject to the terms of 29.2 through 29.4 below, the City agrees to assist any employee retiring from a position in the bargaining unit prior to July 1, 2015 who chooses to continue medical insurance coverage through the City, by making partial payments for

continuation of medical coverage from the time the employee is eligible for full retirement benefits under PERS until the employee reaches the age of eligibility for Medicare coverage. Monthly payments from the City to the insurance provider shall be based on when the employee retires as follows:

Coverage	Retired before 7/1/00	Retired after 7/1/00*
Employee only	\$75	\$100
Employee and one dependent	\$150	\$175
Family	\$175	\$200

*payment increase effective 7/1/01

- 29.2 The retiring employee must choose to continue medical coverage within sixty (60) calendar days of the effective date of retirement, or the City is no longer bound to offer financial participation in this plan to that employee.
- 29.3 The retired employee continuing coverage through the City must pay to CIS directly the employee share of the cost of such insurance monthly in advance, or CIS may terminate and cease making payments for such coverage for that employee.
- 29.4 The retired employee continuing medical coverage through the City is eligible for Aquatic Center usage under the Employee Health Promotion Program.
- 29.5 Any employee hired prior to 7/1/00 who is retiring from the bargaining unit prior to eligibility for full retirement benefits must continue medical coverage from actual retirement to eligibility for full retirement under PERS in order to be eligible for the benefit stated in 29.1 above. When the grandfathered individual meets the PERS definition of retirement eligibility (25 years plus age 50), he/she will terminate from the active group and have 60 days to enroll in the CIS retiree program.

ARTICLE 30 – SAVINGS CLAUSE

- 30.1 If any article or section of this Contract shall be held invalid by operation of or determination by a court of competent jurisdiction, such determination shall not affect the balance of the Contract and the parties hereto shall enter into negotiations for the purpose of re-establishing the intent of the affected article or section.

ARTICLE 31 – TERMINATION

- 31.1 This Contract shall be effective July 1, 2009, and shall remain in full force and effect through the thirtieth (30) day of June, 2012, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than January 1, 2012, or one hundred eighty (180) calendar days prior to expiration of the Contract, that such party wishes to modify this Contract and in such event this Contract shall remain in full force and effect during the period of negotiation.

31.2 Any mid-term written agreement entered into by the parties will have language that specifies how long it is in effect. If there is no such language specified in the mid-term written agreement then it shall end at the conclusion of this current Contract. .

In Witness Whereof, the parties hereto have set their hands this _____ day of _____, 2010.

LOCAL 2210 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

CITY OF HILLSBORO

President

Mayor

Negotiator

City Recorder

Negotiator

2009-2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

**SALARY SCHEDULE A
MONTHLY BASE PAY**

Effective July 1, 2009, Base salary ranges for Firefighter, Engineer, Lieutenant, Fire Inspector I, Fire Inspector II, and Fire Community Education Program Assistant will remain status quo. **Effective June 24, 2010**, Base salary ranges for Firefighter, Engineer, Lieutenant, Fire Inspector I, Fire Inspector II, and Fire Community Program Assistant will be increased by 2.5%. **Effective June 24, 2011**, Base salary ranges for Firefighter, Engineer, Lieutenant, Fire Inspector I, Fire Inspector II, and Fire Community Program Assistant will be increased by 2.5%.

Effective July 1, 2009

	Step A	Step B	Step C	Step D	Step E	Step F
Fire Inspector II	5521	5797	6087	6397	6714	6983
Fire Inspector II	5208	5469	5742	6035	6334	6588
Fire Inspector I	5234	5495	5771	6062	6364	6618
Fire Inspector I	4938	5184	5444	5719	6004	6243
Fire Community Education Program Asst	3464	3637	3819	4010	4211	4422
Fire Community Education Program Asst	3268	3431	3603	3783	3973	4172
Fire Lieutenant - monthly				5677	6204	6514
Fire Lieutenant				5356	5853	6145
Fire Lieutenant - annually				68124	74448	78168
Fire Lieutenant				64272	70236	73740
Fire Lieutenant – hourly (annual/2758)				24.70	26.99	28.34
Fire Lieutenant				23.30	25.47	26.74
Fire Engineer – monthly			5040	5350	5810	6117
Fire Engineer			4755	5047	5481	5771
Fire Engineer – annually			60480	64200	69720	73404
Fire Engineer			57060	60564	65772	69252
Fire Engineer - hourly (annual/2758)			21.93	23.28	25.28	26.61
Fire Engineer			20.69	21.96	23.85	25.11
Firefighter - monthly	4291	4507	4779	5041	5593	5810
Firefighter	4048	4252	4508	4756	5276	5481
Firefighter – annually	51492	54084	57348	60492	67116	69720
Firefighter	48576	51024	54096	57072	63312	65772
Firefighter – hourly (annual/2758)	18.67	19.61	20.79	21.93	24.34	25.28
Firefighter	17.61	18.50	19.61	20.69	22.96	23.85

Effective June 24, 2010
(2.5% increase)

	Step A	Step B	Step C	Step D	Step E	Step F
Fire Inspector II	5659	5942	6239	6557	6882	7158
Fire Inspector II	5338	5606	5886	6186	6492	6753
Fire Inspector I	5365	5632	5915	6214	6523	6783
Fire Inspector I	5061	5314	5580	5862	6154	6399
Fire Community Education Program Asst	3551	3728	3914	4110	4316	4533
Fire Community Education Program Asst	3350	3517	3693	3878	4072	4276
Fire Lieutenant - monthly (annual/12)				5818	6359	6676
Fire Lieutenant				5490	5999	6298

Fire Lieutenant - annually				69827	76309	80122
Fire Lieutenant				65879	71992	75583
Fire Lieutenant – hourly	(annual/2758)			25.32	27.67	29.05
Fire Lieutenant				23.89	26.10	27.40
Fire Engineer – monthly	(annual/12)	5166	5483	5955	6269	
Fire Engineer		4873	5173	5618	5915	
Fire Engineer - annually		61992	65805	71463	75239	
Fire Engineer		58486	62078	67416	70983	
Fire Engineer - hourly	(annual/2758)	22.48	23.86	25.91	27.28	
Fire Engineer		21.21	22.51	24.44	25.74	
Firefighter - monthly	(annual/12)	4398	4619	4898	5167	5955
Firefighter		4149	4358	4620	4874	5618
Firefighter - annually		52779	55436	58782	62004	68794
Firefighter		49790	52300	55448	58499	64895
Firefighter – hourly	(annual/2758)	19.14	20.10	21.31	22.48	24.94
Firefighter		18.05	18.96	20.10	21.21	23.53

Effective June 24, 2011
(2.5% increase)

	Step A	Step B	Step C	Step D	Step E	Step F
Fire Inspector II	5800	6091	6395	6721	7054	7337
Fire Inspector II	5471	5746	6033	6341	6654	6922
Fire Inspector I	5499	5773	6063	6369	6686	6953
Fire Inspector I	5188	5447	5720	6009	6308	6559
Fire Community Education Program Asst	3640	3821	4012	4213	4424	4646
Fire Community Education Program Asst	3434	3605	3785	3975	4174	4383
Fire Lieutenant - monthly (annual/12)				5964	6518	6843
Fire Lieutenant				5627	6149	6456
Fire Lieutenant - annually				71573	78217	82125
Fire Lieutenant				67526	73792	77473
Fire Lieutenant – hourly (annual/2758)				25.95	28.36	29.78
Fire Lieutenant				24.48	26.75	28.09
Fire Engineer – monthly (annual/12)			5295	5620	6104	6426
Fire Engineer			4995	5302	5758	6063
Fire Engineer – annually			63542	67450	73250	77120
Fire Engineer			59948	63630	69101	72758
Fire Engineer – hourly (annual/2758)			23.04	24.46	26.56	27.96
Fire Engineer			21.74	23.07	25.05	26.38
Firefighter - monthly (annual/12)	4508	4735	5021	5296	5876	6104
Firefighter	4253	4467	4736	4996	5543	5758
Firefighter - annually	54098	56822	60252	63554	70514	73250
Firefighter	51035	53607	56834	59961	66517	69101
Firefighter - hourly (annual/2758)	19.61	20.60	21.85	23.04	25.57	26.56
Firefighter	18.50	19.44	20.61	21.74	24.12	25.05

Employees who are ineligible to participate in PERS shall be paid at the shaded-line rate until eligibility is established.

2009 - 2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
SCHEDULE B
HILLSBORO FIRE DEPARTMENT
LOCAL 2210 IAFF SENIORITY LISTING

No.	Name	Date of Hire	Test Rank (in case of tie only)	No.	Name	Date of Hire	Test Rank (in case of tie only)
1.	Lepley	1-Jun-76	1	43.	Zakrzewski	1-Feb-03	2
2.	Yakymi	1-Sep-76	1	44.	Madrigal	1-Feb-03	3
3.	Promitzer	1-Mar-85	1	45.	Jennings	1-July-03	1
4.	KriECK	1-Jul-85	1	46.	Bell	1-July-03	2
5.	Whiteman	8-Jul-85	1	47.	Evans	1-Mar-04	1
6.	Josten	10-Jun-87	1	48.	Hanchett	22-Mar-04	1
7.	Erb	3-Dec-90	1	49.	Roby	1-Apr-04	1
8.	Bennett	3-Dec-90	2	50.	Dobbin	1-Apr-04	2
9.	Johnson	3-Dec-90	3	51.	Livesey	1-Apr-04	3
10.	Warren	1-Aug-91	1	52.	Ligatich	1-Jul-05	1
11.	Lashbaugh	1-Aug-91	2	53.	Tanner	1-August-05	1
12.	Tuma	15-Mar-93	1	54.	Johnson	1-August-05	2
13.	Smith	20-Jul-94	1	55.	Moss	1-June-06	1
14.	Forehand	23-Aug-94	1	56.	Wellington, T	1-June-06	2
15.	Dickman	2-Oct-95	1	57.	Rice	1-July-06	1
16.	Klaus	2-Oct-95	2	58.	Gurske	1-July-06	2
17.	Leek	3-Oct-95	1	59.	Phillips	1-July-06	3
18.	McDaniel	4-Jan-96	1	60.	Fast	1-Oct-06	1
19.	Banta	4-Jan-96	2	61.	Finney	1-Apr-07	1
20.	Lengele	24-Feb-96	1	62.	Vandecoevering	1-Apr-07	2
21.	Oberhelman	1-Oct-96	1	63.	Marble	1-May-07	1
22.	Nees	2-Sep-97	1	64.	Stapleton	7-May-07	1
23.	Kaczenski	2-Sep-97	2	65.	Scott	17-Sep-07	1
24.	Carey	1-Sep-98	1	66.	Bonin	3-Mar-08	1
25.	Washam	1-Apr-99	1	67.	Keim	3-Mar-08	2
26.	Rosatti	1-Apr-99	2	68.	Vachter	3-Mar-08	3
27.	Gregg	1-Sep-99	1	69.	Mota	3-Mar-08	4
28.	Chapman	1-Nov-99	1	70.	Beem	3-Mar-08	5
29.	Dimmitt	1-Nov-99	2	71.	Sanabria	3-Mar-08	6
30.	Tegen	1-Nov-99	3	72.	Henning	3-Mar-08	7
31.	Benjamin	6-Dec-99	1	73.	Logue	3-Mar-08	8
32.	Harvey	1-May-00	1	74.	Eiden	3-Mar-08	9
33.	Wells	1-May-00	2	75.	Lloyd	3-Mar-08	10
34.	Lennox	1-Feb-01	1	76.	Gerber	3-Mar-08	11
35.	Eckhardt	1-Feb-01	2	77.	Morris	3-Mar-08	12
36.	Humphreys	1-May-01	1	78.	Grant	3-Mar-08	13
37.	Nolan	1-May-01	2	79.	Montgomery	15-Sep-08	1
38.	Vetsch	1-July-01	1	80.	Wettstein	1-Sep-09	1
39.	Miller	1-July-01	2	81.	Stolzenberger	9-Dec-09	1
40.	Wellington	1-Nov-01	1	82.	Buesseler	9-Dec-09	2
41.	Stutzman	1-Nov-01	2	83.	Kindblade	9-Dec-09	3
42.	Isakson	1-Feb-03	1	84.	Tomlin	4-Jan-10	

CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
SCHEDULE C
HILLSBORO FIRE DEPARTMENT SENIORITY LIST

No.	Name	Date of Hire	Test Rank (in case of tie only)	No.	Name	Date of Hire	Test Rank (in case of tie only)
1.	Lepley	1-Jun-76	1	48.	Madrigal	1-Feb-03	3
2.	Yakymi	1-Sep-76	1	49.	Jennings	1-July-03	1
3.	Lindauer	1-Jul-80	1	50.	Bell	1-July-03	2
4.	Nelson	1-Dec-80	1	51.	Seidel	26-Jan-04	1
5.	Promitzer	1-Mar-85	1	52.	Evans	1-Mar-04	1
6.	Kriek	1-Jul-85	1	53.	Hanchett	22-Mar-04	1
7.	Whiteman	8-Jul-85	1	54.	Roby	1-Apr-04	1
8.	Josten	10-Jun-87	1	55.	Dobbin	1-Apr-04	2
9.	Erb	3-Dec-90	1	56.	Livesey	1-Apr-04	3
10.	Bennett	3-Dec-90	2	57.	Ligatich	1-Jul-05	1
11.	Johnson	3-Dec-90	3	58.	Tanner	1-August-05	1
12.	Blount	4-Feb-91	1	59.	Johnson	1-August-05	2
13.	Rinier	4-Feb-91	2	60.	Phillips, S	3-Oct-05	1
14.	Warren	1-Aug-91	1	61.	Prince	1-May-06	1
15.	Lashbaugh	1-Aug-91	2	62.	Moss	1-June-06	1
16.	Tuma	15-Mar-93	1	63.	Wellington, T	1-June-06	2
17.	Smith	20-Jul-94	1	64.	Rice	1-July-06	1
18.	Forehand	23-Aug-94	1	65.	Gurske	1-July-06	2
19.	Dickman	2-Oct-95	1	66.	Phillips	1-July-06	3
20.	Klaus	2-Oct-95	2	67.	Fast	1-Oct-06	1
21.	Leek	3-Oct-95	1	68.	Finney	1-Apr-07	1
22.	McDaniel	4-Jan-96	1	69.	Vandecoevering	1-Apr-07	2
23.	Banta	4-Jan-96	2	70.	Marble	1-May-07	1
24.	Lengele	24-Feb-96	1	71.	Stapleton	7-May-07	1
25.	Oberhelman	1-Oct-96	1	72.	Scott	17-Sep-07	1
26.	Nees	2-Sep-97	1	73.	Magers	14-Jan-08	1
27.	Kaczenski	2-Sep-97	2	74.	Bonin	3-Mar-08	1
28.	Carey	1-Sep-98	1	75.	Keim	3-Mar-08	2
29.	Washam	1-Apr-99	1	76.	Vachter	3-Mar-08	3
30.	Rosatti	1-Apr-99	2	77.	Mota	3-Mar-08	4
31.	Gregg	1-Sep-99	1	78.	Beem	3-Mar-08	5
32.	Chapman	1-Nov-99	1	79.	Sanabria	3-Mar-08	6
33.	Dimmitt	1-Nov-99	2	80.	Henning	3-Mar-08	7
34.	Tegen	1-Nov-99	3	81.	Logue	3-Mar-08	8
35.	Benjamin	6-Dec-99	1	82.	Eiden	3-Mar-08	9
36.	Harvey	1-May-00	1	83.	Lloyd	3-Mar-08	10
37.	Wells	1-May-00	2	84.	Gerber	3-Mar-08	11
38.	Lennox	1-Feb-01	1	85.	Morris	3-Mar-08	12
39.	Eckhardt	1-Feb-01	2	86.	Grant	3-Mar-08	13
40.	Humphreys	1-May-01	1	87.	Smith	1-Aug-08	1
41.	Nolan	1-May-01	2	88.	Montgomery	15-Sep-08	1
42.	Vetsch	1-July-01	1	89.	Wettstein	1-Sep-09	1
43.	Miller	1-July-01	2	90.	Stolzenberger	9-Dec-09	1
44.	Wellington	1-Nov-01	1	91.	Buesseler	9-Dec-09	2
45.	Stutzman	1-Nov-01	2	92.	Kindblade	9-Dec-09	3
46.	Isakson	1-Feb-03	1	93.	Tomlin	4-Jan-10	
47.	Zakrzewski	1-Feb-03	2				

2009-2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SCHEDULE D
SUGGESTED FIRE INVESTIGATION ROTATION

The work day would normally be from 0700 to 1700 hours on the days assigned each Inspector. The assigned Inspector would not be responsible for standby or fire investigation duties from 0700 to 1700 hours on his/her scheduled day off, but will resume standby duty at 1700 hours that day. The assigned duty Inspector will assume the coverage at 1700 hours on the Friday of his assigned week and will be relieved at 1700 hours the following Friday with the above noted exception.

<u>Position</u>	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Week 5</u>
Inspector 1	Standby				
Inspector 2		Standby			
Inspector 3			Standby		
Inspector 4				Standby	
Inspector 5					Standby

This averages out to 23.6 hours per week over the five (5) week schedule.

The Fire Marshal or Deputy Fire Marshal may modify the standby schedule or assign other Inspectors to the standby schedule outlined above to guarantee coverage for vacations, training, or other absences. Any modification will conform to Section 6.2 of this Contract.

2009-2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

**SCHEDULE E
REIMBURSEMENT OF TRAINING FUNDS AGREEMENT**

Pursuant to the terms set forth in Article 25, Section 25.5 of the current Collective Bargaining Agreement (CBA) between the City of Hillsboro, Oregon, (City) and the Hillsboro Fire Fighters Association, IAFF Local 2210 (Union), the below-listed employee has individually entered into this agreement for the Reimbursement of Training Funds as set forth below.

Therefore, _____ (“employee”), who is employed by the City of Hillsboro in the Fire Department and the City (collectively “the parties”) enter into the following Reimbursement of Training Funds Agreement, this _____ day of _____, 200_.

RECITALS:

1. Periodically an employee desires to further his/her college level education or advance professionally through paramedic training or other job related education.
2. Pursuant to the terms of Section 25.5 of the current CBA between the Union and the City this college level education or paramedic training is provided to the employee at the City’s expense for the purpose of obtaining higher caliber Fire and EMS services throughout the Fire Department.
3. Employee desires to obtain education and training which the City desires to facilitate through funding.

IT IS AGREED:

1. The employee desires to enroll in and complete the following college level education or paramedic training.
2. The City will pay the following college level educational expenses or paramedic educational expenses.
3. Employee agrees to remain employed for twenty-four (24) months following the completion of the education or training described above, hereinafter referred to as the “service requirement”.
4. If employee voluntarily terminates employment with the City before the completion of the twenty-four (24) month service requirement described in paragraph 3, above employee agrees to reimburse the City for each unfulfilled month of the service requirement, by repaying to the City 1/24th of the cost incurred by the City as set forth in paragraph 2, above for each month short of twenty-four (24) months.
5. These costs shall be deemed a loan for the employee’s benefit which shall become due and payable, in full, as provided for under the terms of this Agreement. In the event employee does not choose to pay the loan balance in cash on or before the effective date of the ending of employee’s employment, the City may deduct a lawful amount from the employee’s final paycheck, which is deemed in employee’s interest and for employee’s

benefit. (The employee's final check may not be less than the minimum wage for hours worked during the payroll period.)

6. Paragraphs 4 and/ or 5 of this Agreement shall not apply:
 - a. If employee is dismissed by the City during employee's probationary period or if employee is dismissed for cause after Firefighter's probationary period but before the end of the service requirement, provided that paragraphs 4 and 5 shall nevertheless apply if employee's dismissal is the result of willful conduct calculated to avoid employee's obligations under this Agreement; or
 - b. Employee resigns from the City's employment to pursue another career field and does not obtain employment with another public safety agency within the State of Oregon within one (1) year from the date of employee's resignation.
 - c. Employee is laid off.
 - d. Employee is called to active military service.
7. In the event employee is granted a leave of absence without pay, then the period of service requirement under this Agreement shall be extended by the number of weeks of the leave of absence.
8. This Agreement is entered into by the parties as a condition of the City's offer of college level education payments or paramedic training payments and as employee's written indication of acceptance. This Agreement is consistent with the CBA between the City and the Union and has been approved by the City and the Union. This Agreement is effective from the date signed by the City and the employee, and shall remain in effect until all obligations provided for have been met.
9. If any provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement. This Agreement is governed by the laws of the State of Oregon.

DATED this ___ day of _____, 200_.

City of Hillsboro

Employee

By: _____

Print Name: _____

Memorandum of Agreement (MOA)
By and Between
The City of Hillsboro (City)
And the
Hillsboro Fire Fighters' Association, IAFF Local #2210 (Union)

Re: Taxable Fringe Benefits

IT IS AGREED:

1. Cell phones. HFFA members will either be issued a cell phone if needed, or an employee to whom the City would assign a phone may elect to accept the City stipend under the City cell phone policy. Issued City cell phones may not be used for personal calls, except subject to the strict restrictions of incidental and short use, as stated in current policies and in compliance with Oregon ethics laws.
2. Personal equipment. The City will define the personal equipment and items of attire for personal workouts, uniform items and equipment that are part of the employees' issue. The City will pay for these items, some of which the employees may elect and are not required, from the fund established in the union contract. The items so purchased must be approved as necessary for uniform wear, on duty uniform or workout attire, dress uniforms, or for and as personal equipment. The items purchased with City funds will remain City owned property, and shall be kept by employees at the assigned station in personal lockers where the items shall be subject to inspection. Off duty use for any purpose is prohibited. Based on these understandings, these items do not constitute a taxable benefit in our opinion because the items may not be used off duty for one's personal benefit, are needed when on duty and at work, and remain the property of the City. While it is possible that the IRS could disagree, we nevertheless believe that the view we are expressing is the correct one, which we would advocate to the IRS were it to inquire.
3. Aquatics Center use. The City will take the position that the Aquatics Center use by City employees is a benefit which is not taxable. The parties believe this is correct under the tax code. The City and the Association, IAFF Local 2210, can not guarantee that the IRS would agree in an audit and in that event tax liability would rest with the employee. Nevertheless, the parties support taking this approach because Oregon law recognizes the City as a single entity which provides aquatic facility use to all its employees. For this reason, the parties have agreed to take this position.
4. Business meals and Health Promotion Program reimbursements will be considered taxable income, or not taxable income, consistent with the IRC and tax regulations. Meals and Health Promotion Program reimbursements will be declared as income and employees will be taxed accordingly if and when appropriate.
5. Employees assigned or classified as inspectors are deemed essential personnel who are always on call, and who are subject to call back and call outs in accordance with fire department call back protocols set forth elsewhere and established by policy and practice. During the assignment, inspectors may be called out for building and crowd inspections, cause and origin determinations, and other public safety determinations regardless of rotation priorities, and therefore must commute in the assigned and equipped vehicle unless a waiver is issued by the Fire Chief or his designee. City vehicles may not be used for personal use, except as expressly authorized under the IRS codes. The City has determined that under these circumstances, inspectors' cars are not subject to tax for commuting.

6. This Agreement shall be effective August 1, 2006 and shall remain in effect until amended, deemed to have become the City practice, and/or incorporated in a successor labor agreement.

IT IS AGREED, this _____ day of August, 2006.

For the City of Hillsboro

For IAFF Local 2210

Rob Massar, Assistant City Manager

Larry Smith, President

CITY OF HILLSBORO

AND

LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

COLLECTIVE BARGAINING AGREEMENT

for the period

July 1, 2009 through June 30, 2012

2009-2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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2009-2012 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SCHEDULES

- A MONTHLY BASE PAY
- B LOCAL 2210, IAFF SENIORITY LISTING
- C HILLSBORO FIRE DEPARTMENT SENIORITY LIST
- D SUGGESTED FIRE INVESTIGATION ROTATION
- E REIMBURSEMENT OF TRAINING FUNDS AGREEMENT