

**COLLECTIVE BARGAINING CONTRACT**

**CITY OF SALEM, OREGON**

**AND**

**SALEM PROFESSIONAL FIRE FIGHTERS,  
INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 314, AFL-CIO**

**JULY 1<sup>ST</sup>, 2016 - JUNE 30<sup>TH</sup>, 2019**

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## **COLLECTIVE BARGAINING CONTRACT PREAMBLE**

THIS CONTRACT, entered into by and between the CITY OF SALEM, an Oregon municipal corporation, hereinafter referred to as "City," and LOCAL 314, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as "Union," has as its purpose the promotion 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 basic and full contract between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1 - RECOGNITION**

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit in the following classifications with respect to wages, hours and other conditions of employment: Firefighter (EMT Basic), Firefighter-Medic (EMT-Paramedic), Fire Apparatus Operator/Engineer, Fire Prevention Officer, Deputy Fire Marshal, and Fire Captain.

The Department reserves the right to make assignment from the above classifications to the positions of Fire/EMS Training Officer, or EMS Coordinator. Such assignments shall be considered temporary, and will normally last from three (3) to five (5) years. If an employee is assigned to one of these positions involuntarily the assignment will be for nine (9) months, giving the Department time to find a willing, qualified replacement. These assignments may shorten at the Fire Chiefs' discretion, or last longer if mutually agreed upon by the employee and Fire Chief.

1.2 This contract shall constitute the full agreement of the parties with respect to wages, hours of work and other conditions of employment for all employees in the classifications enumerated in section 1.1. Accordingly, the Union recognizes the right to the City to amend, discontinue or implement new policies, practices, rules and regulations which are not in conflict with a specific provision of this contract.

1.3 When any new classification not listed in section 1.1, above, is established by the City and assigned to the unit, the City shall designate a pay rate for the new classification. The City shall then notify the Union in writing of the pay rate and furnish the Union with a copy of the new classification specification. In the event the Union does not concur in the pay rate, the Union shall promptly notify the City in writing of such within ten (10) days of its receipt of the City notice. Within fifteen (15) days of such notice by the Union of its objection to the pay rate of the new classification, the City and the Union shall negotiate

the pay rate.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.1 Responsibility for management of the City and direction of its work force is vested in the City Manager and City management and supervisory personnel. In order to fulfill this responsibility, the rights of the City include, but are not limited to, the exclusive right:

- A. To determine the mission of its constituent departments, commissions, boards;
- B. To set performance standards and levels of service;
- C. To direct its employees;
- D. To hire, to promote, or to take disciplinary action subject to Article 19 Discipline, Representation and Appeal Rights;
- E. To determine the need for a reduction in force, or to otherwise relieve its employees from duty because of lack of work or for other legitimate reasons;
- F. To maintain the efficiency of governmental operations;
- G. To determine the methods, means, and personnel by which government operations are to be conducted;
- H. To determine the content of job classifications;
- I. To take all necessary actions to carry out its mission in emergencies; and
- J. To exercise all control and discretion over its organization and the technology of performing its work which is not limited by this Agreement.

## **ARTICLE 3 - UNION SECURITY**

3.1 The City will not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this contract because of membership in the Union, or legitimate activity as provided in this contract on behalf of the members of the bargaining unit. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

3.2 The terms of this contract have been executed for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that each employee should bear a fair share of the costs incurred by the Union in meeting its responsibilities to

negotiate and administer this contract for all members of the bargaining unit. Therefore, the following provisions of a fair share service fee and dues deduction program are agreed to:

- A. Each employee shall within thirty (30) days of the effective date of this contract, or for his first full month of employment and each month thereafter, whichever is later, have deducted from his monthly pay by the City a sum equal to the amount of current Union dues, initiation fees and assessments, if any.
- B. Such sum shall constitute the employee's dues if he is a member of the Union, or shall otherwise constitute the employee's fair share service fee. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made. The parties recognize that no voluntary authorization requests for the deduction of Union dues is necessary as this article contains the authorization for these deductions.
- C. The deduction and disbursement to the Union of dues and fair share service fees as provided herein shall be accomplished monthly by the City and payment to the Union shall be made by one check (containing all the authorized deductions in one aggregate amount) sent in the month following the month for which such deduction was made. Payments to an approved charity as provided herein shall be deducted and made within the same time limits as dues and fair share service fee deductions are made.
- D. Any lawful employee objection to the fair share service fee based upon a lawful religious objection may be filed by the employee by informing the City and the Union in writing of his objection. Upon receipt of such written objection, the City shall be required to continue to make the monthly fair share service fee deductions from that employee's pay, but to hold the deductions and interest thereon apart from the aggregate deductions sent to the Union until the employee and the Union identify in writing to the City to which charity such reserved and future deductions should be sent. The objecting employee will be obligated to meet with the Union and within sixty (60) calendar days identify a mutually agreeable nonreligious charity to which the City will be authorized to send the objecting employee's fair share service fee deductions.

The parties agree to grant any employee, who objects to fair share service fees, the following due process rights; 1) an adequate explanation of the basis for such fees, 2) the union will provide such employees with a reasonable prompt opportunity during which they may challenge the amount of the fees before a neutral decision maker, 3) the union must establish an escrow account for the amounts reasonably in dispute while such challenges are pending.

- E. The City shall not be held liable for errors in deductions provided in this Article, unless the City fails to make proper and corrective adjustments of the error



within a reasonable time, not to exceed thirty (30) days from date of City discovery of the error and/or written notice from the employee and/or Union of such error. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits begun against the City as a result of this article, provided that the City has acted in accordance with its provisions.

- F. The Union may grieve any failure by the City to meet its obligations under this article, provided, however, no grievances shall be permitted over any dispute between a fair share service fee employee and the Union concerning any of the provisions of subsection (D) of section 3.3. Such disputes are solely between the Union and the objecting employee and no recourse through this contract shall be available to either or both the Union and the objecting employee.
- G. The City agrees that there shall be no charge to the Union for withholding dues or fair share fees. However, should the Union change the basis for dues and/or fair share fee deduction that requires payroll reprogramming, the Union shall reimburse the City for incurred costs. A cost estimate will be provided to the Union prior to the commencement of reprogramming.

## **ARTICLE 4 - VACATIONS AND HOLIDAYS**

### **4.1 Vacation-Emergency Operations Division (56 Hour Employees)**

- A. Accrual - The nature of the work performed by the employees assigned to a 56-hour work week in the Emergency Operations Division (EOD), does not recognize holidays as such. The leave with pay herein provided represents a combination of vacation and holiday leave, and no "holiday leave" as such will be granted.

Employees shall accrue vacation leave according to the following, based upon length of continuous service:

<u>Months of Continuous Service:</u>	<u>Vacation Accrued:</u>	
<u>Beginning at:</u>	<u>Hrs/Per Pay Period</u>	<u>Shifts/yr.</u>
0 thru 48 - 4 years	11.08	12
49 thru 108 - 9 years	11.384	12.333
109 thru 168 -14 years	13.230	14.333
169 thru 228 -19 years	14.154	15.333
229 thru 288 -24 years	14.770	16
Over 289 - Over 24 years	15.693	17

In addition, employees shall accrue four (4) hours of vacation leave during the month of December.

- B. Vacation Leave Scheduling - Vacation leave shall be scheduled and taken by

employees in accordance with the following policies and procedures:

1. No later than February 15th of each year the City will initiate vacation scheduling for the following fiscal year by distributing:
    - a. A list of vacation time which will be earned and available for each employee to be scheduled, effective July 1.
    - b. A written vacation selection procedures and policies.
  2. For all employees assigned to 56-hour shifts, vacation dates shall be selected based on seniority within each shift. (Seniority is defined as total length of continuous service in the Salem Fire Department).
    - a. Vacation dates shall be selected in full shifts in no more than three selection opportunities (Rounds).
      - i. During the first and second rounds, employees will select zero, one, or more consecutive shifts.
      - ii. During the third round, each employee shall select dates for all remaining accrued shifts not yet scheduled from any available slots.
  3. During this selection process, no more than five (5) employees may select the same vacation date, except in the case of shift transfer. However, if the City adds 24 hour companies beyond that which exists upon ratification of this Agreement, in the following vacation year, no more than six employees may select the same vacation date.
  4. After each employee has been given the opportunity to complete their vacation selection, then all subsequent vacation requests, changes, trades, etc. shall be granted on a first-come, first-served basis.
  5. In the case of a cross shift transfer an employees' selected vacation dates will be moved forward or backward one (1) or two (2) days, to coincide with his/her new shift, or any other available day on the Vacation Calendar. The employee will determine this movement.
- C. Short-Term Leave Bank - EOD personnel will be permitted to place a minimum of eight (8) and a maximum of one-hundred twenty (120) hours of accrued vacation in a "Short-Term Leave Bank." This leave may be used under the following conditions:
1. After January 1 of each year, but no later than January 10, the City will provide via Archfile or a similar means, information to all employees regarding vacation accruals including but not limited to total vacation hours

accrued, short term vacation bank hours balance, estimated final available balance, carry over hours, shifts available to schedule, retirement bank, or any other information that the parties mutually agree to that are helpful to allow employees to make informed decisions regarding vacation balances.

Each year after the employee receives notice from the City regarding vacation balances the employee will have until January 21 to make the following elections for purposes of determining their "short term leave bank":

- Maintain existing short term leave bank accrual balance,
- Add vacation hours to the bank, not to exceed a bank balance of 120 hours, or
- For employees who are eligible as outlined in this agreement any or all short term leave banks may be placed in an employee's "retirement bank" up to the maximum permitted by this agreement.

Employees who are within 18 months of their actual retirement date may elect to apply any short term leave bank hours or unused vacation hours not maintained in their retirement bank to the vacation schedule:

2. Requests for leave shall be submitted to the Shift Commander who will grant the leave if it is determined that:
  - a. The employee has enough short-term leave to cover the request and, the slot is considered open, as defined in 4.1(B)(3); or;
  - b. The employee has enough short-term leave to cover the request and the maximum number of vacation slots, as defined by 4.1(B)(3), has been filled, but granting the request will not necessitate the use of overtime to fill the vacancy.
3. Leave shall be requested and taken up to a full twenty-four (24) shift in whole hour increments with a minimum of eight (8) hours of leave taken at one time, except that short-term vacation leave may be taken at the beginning of the shift in any whole hour increment (1,2,3,4,5 hours etc.) or end of the shift (0600-0800 hours) in no less than two (2) hour blocks. Any short-term leave request creating a return to work after midnight shall not be permitted. If any short-term leave request at the beginning of the shift of four hours or less requires backfill, offgoing personnel will be held over on an hour-for-hour basis.
4. Leave will be granted on a "first come, first served" basis without regard for seniority. Requests for leave shall be in writing, and the shift commander will respond to leave requests in writing. Employees shall ensure that their request has been formally approved by the shift commander, and not merely assume so.

5. A EOD employees who elect to assign earned vacation hours to their short term vacation bank will not have unused balance of short term vacation hours revert back to their regular vacation bank.

The intent of this subsection is to provide a vehicle for employees to take time off for short-term, unanticipated events without excessively disrupting operations or significantly increasing City costs.

- D. Maximum Accrual – 56-hour employees who have reached step 6 may elect to save up to two (2) years of vacation accrual. Use of these hours for purposes other than FMLA, OFLA or injury leave under Article 5.5 D. is prohibited unless permission is granted by the Fire Chief for unusual circumstances. Vacation balances shall be no greater than two (2) times an employee's annual benefit, unless permission of the City is given, at the Fire Chief's request, because of some unusual circumstance.
- E. An employee may not use more than one (1) year of annual vacation accrual in a fiscal year, except for FMLA, OFLA or injury leave under Article 5.5 D., unless permission of the Fire Chief is granted due to unusual circumstance.

4.2 Vacation - Fire Prevention, EMS and Training Division Employees (40 Hour Employees)

- A. Accrual & Maximum Accumulation - Employees shall accrue vacation leave as follows, based upon length of continuous service and may accrue up to but not exceed the following maximums:

<u>Months/Service</u>	<u>Per Pay Period</u>	<u>Per Year</u>	<u>Max. Accumulation</u>
1 - 48 months	3.692	96 hours	192 hours
49 – 168 months	5.192	135 hours	270 hours
169 – 228 months	6.231	162 hours	324 hours
229 or more	6.923	180 hours	360 hours

40-Hour Employees who have reached step 6 may elect to save up to two (2) years of vacation accrual. Use of these hours for purposes other than FMLA, OFLA or injury leave under Article 5.5.D. is prohibited unless permission is granted by the Fire Chief for unusual circumstances. Vacation balances shall be no greater than two (2) times an employee's annual benefit, unless permission of the City is given, at the Fire Chief's request, because of some unusual circumstance.

- B. Vacation Leave Scheduling - Employees shall schedule their vacations based on seniority and without regard to classification, subject to the approval of the supervisor. Such scheduled vacations may be taken whenever, in the judgment

of the supervisor, the employee's absence will not impair the operational needs of the Department or as mutually agreed upon by both parties.

4.3 Illness While on Vacation and Cash Out at Time of Termination, Retirement or Death (All employees)

- A. Illness While on Vacation - If an employee becomes seriously ill or disabled while on his annual vacation leave, such period of illness or disability may be charged to the employee's accrued sick leave rather than vacation leave if approved by the Department. The restoration of vacation leave shall require a statement from the employee's doctor substantiating the illness or disability which has been obtained from the doctor within forty-eight (48) hours of the date(s) for which sick leave is requested. Said statement shall be forwarded to the Fire Chief for approval within five (5) business days of the employee's return to duty. The employee's vacation may be rescheduled without regard to seniority at the discretion of the Fire Chief.
- B. Retirement - In no event may an employee cash out more than two (2) years' accrual of vacation upon retirement, unless permission of the City is granted, at the Fire Chief's request, because of some unusual circumstance.
- C. Termination - In the event of termination of an employee, they shall be compensated by a cash payment, at the then current hourly rate of the employee for all accrued and unused vacation time up to a maximum of two (2) years of accruals.
- D. Death - In the event of death of an employee, their estate or trustee shall be compensated by a cash payment, at the then current hourly rate of the employee for all accrued and unused vacation time.

4.4 Holidays (40-Hour Employees)

- A. Holidays (40-Hour Employees) - Employees who are assigned to Prevention, Training or EMS and working a forty-hour (40) work week shall receive eight (8) hours paid leave for each holiday specified in this section. In addition to such paid leave, eight (8) hours shall be deducted from the employees' total number of hours of holiday leave accrued to date.
  - 1. Those employees who request and are approved to work a 4/10 Plan (40-hour work week) shall receive eight (8) hours paid leave for each of the eligible holidays and eight (8) hours shall be deducted.
  - 2. Those employees who are assigned to work a mandatory 4/10 Plan (40-hour work week) shall receive ten (10) hours of paid leave for each of the eligible holidays and ten (10) hours shall be deducted.

The following days shall be recognized and observed as "holidays":

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day

- B. Special Holidays (40-Hour Employees) - In addition to the foregoing, any other day declared to be a "holiday" by the City Council of the City of Salem, Oregon, shall be deemed a "holiday" the same as if enumerated in this section.
- C. Weekend Holidays (40-Hour Employees) - Whenever a holiday listed in 4.4 A or 4.4B, above, falls on a Saturday, the preceding Friday shall be observed as a holiday; whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- D. Floating Holiday (40-Hour Employees) - Upon completion of one (1) year of service, employees will be credited annually with one (1) floating holiday on their anniversary date which may be added to holiday time.

In exchange for the two (2) four (4) hour holidays previously contained in the 2004-2007 Agreement, which were available on Christmas Eve and New Year's Eve, one floating eight (8) hour holiday will be granted to each eligible employee effective in the pay period that includes December 1, of each year of this Agreement.

Forty (40) hour employees will accrue two (2) additional eight (8) hour holidays (total of 16 hours) in the pay period that includes December 1 of each year instead of accruing two (2) additional vacation days provided to fifty-six (56) hour employees.

Effective January 1, 2017, the preceding paragraphs of this section will be superseded by the following: Upon completion of one (1) year of service, employees will be credited annually with four (4) floating holidays in January. Employees with less than one year of service will receive three (3) floating holidays in January. These floating holidays can be used as leave time or will be cashed out per 4.4H below.

- E. Holidays During Paid Leaves (40-Hour Employees) - Whenever a holiday occurs during an employee's authorized leave with pay, eight (8) hours of such leave

shall be charged to holiday time. An employee may use accrued holiday time in conjunction with vacation time.

- F. Holidays Worked (40-Hour Employees) - An employee who is required to work on a holiday shall be paid for hours worked as though it were not a holiday. In addition, as holiday compensation, the employee shall receive 1.0 the regular rate in accrued holiday time to a maximum of eight (8) hours, plus .5 the regular rate in pay. Such additional holiday compensation shall be paid for work performed only on actual holiday dates specified in section 4.4A or 4.4B of this Article and shall not be paid for time worked on any other dates.
- G. Holiday Pay Upon Termination, Retirement or Death - In the event of termination, retirement or death, compensation for accrued holiday leave shall be paid to the employee in the same manner as salary due.
- H. Cash Out - Starting in December 2017 each employee will be compensated at the regular hourly rate for all accrued and unused holiday hours. Payment shall be made in the first pay check in December. Employees cannot cash out accrued holiday leave at any time except for a hardship provision as noted in 4.4I below or the cash out in the first pay check of December. All holiday hours accrued and unused in 2016 will be paid out in December 2017 with accrued and unused holiday hours from 2017.
- I. Holiday Hardship Payment Request – Employees can request hardship payment of accrued holiday leave subject to approval by the Human Resources Director. Hardship is defined as a real financial emergency caused by an event beyond the employee's control. Medical expenses resulting from the sudden illness or accident; loss of or damage to property due to an accident, disaster, destruction, or theft; or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the employee's control are examples of unforeseeable emergencies.

## **ARTICLE 5 - SICKNESS AND INJURY LEAVE**

### **5.1 Accrual Rate for 56-Hour Employees**

Employees assigned to a 56-hour workweek shall accrue sick leave at the rate of twelve (12) hours for each full calendar month of service. There shall be no maximum limit placed on accrual of sick leave.

### **5.2 Accrual Rate for 40-Hour Employees**

Employees assigned to a 40-hour workweek shall accrue sick leave at the rate of eight (8) hours for each full calendar month of service. There shall be no maximum limit placed on accrual of sick leave.

### 5.3 Use of Sick Leave

Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or disability in their immediate families requiring the presence of the employee, or any other purpose provided by FMLA, OFLA or Oregon SB 454 (2015) for such period as the employee has sick leave credit.

When sick leave is used by 56-hour employees, replacements may be called back for the actual time-off without regard to the four-hour minimum guarantee in section 15.4 B.

Sick leave is to be used for the purposes outlined in this Article and will not be granted to cover other leave requests made by employees.

Employees requesting sick leave are required to have enough sick leave accrued to cover the request. If the leave is granted and the employees does not have enough sick leave to cover their request they will be placed on leave without pay or vacation, as determined by the Fire Chief, for the balance of the hours requested. Sick leave usage and accruals are tracked by pay period and shown on the employee's pay stub. It is the responsibility of the employee to be aware of the amount of sick leave they have available.

Employees who have been placed on Family Medical Leave, either by request or by the City, will be required to use their available leave before going on leave without pay, with the following exception:

The employee may elect to take unpaid leave and save an equivalent amount of sick leave to cover the waiting period for an illness or disability that qualifies as a long term disability under the City's long term disability plan. Four hundred and eighty (480) hours is the maximum number of sick leave hours that can be saved for future use for disability rather than being used during Family Medical Leave. Sick leave hours under this provision shall be treated as any other sick leave for purposes of Article 30.

Employees who have applied and are approved for Family Medical Leave may use any accrued leave, including Sick Leave, Vacation, or Short Term Vacation leave.

Upon approval of Family Medical Leave, 56-hour employees must advise the Shift Commander as to what type of leave is to be used and recorded for each day of approved leave.

Employees are not eligible for sick leave if continuing to work at another job during the time period for which sick leave is requested.



"Immediate Family" is defined as grandparents, mother, stepmother, mother in-law, father, stepfather, father in-law, spouse, sister, brother, children and stepchildren, regardless of place of residence or other relative residing in the employee's immediate household. The term "spouse" as used herein and Article 7, shall include a same sex partner, as defined by state law.

#### 5.4 Health Care Provider (HCP) Certification

The City may require an employee to provide a HCP statement, which at a minimum outlines the need for the use of sick leave. HCP's costs, if any, which are not covered by the City-provided Health Insurance Plan will be borne by the City.

Any City-required HCP appointments shall be on paid time, and may be to a HCP of the City's choosing and no employee shall be required to use additional accrued paid time-off in order to comply with this provision. The City must receive HCP's statement no later than one (1) calendar week from the request by the City. The Fire Chief may grant an extension if extenuating circumstances exist.

Health Care Provider (HCP), is defined by ORS 659A.150.

#### 5.5 On-the-Job Injury Leave

- A. An employee receiving injury time loss payments because of an injury arising from employment with the City shall be paid the difference between the employee's regular bi-weekly salary and injury time loss payments. Such injury leave pay shall continue for so long as the employee continues to receive injury time loss payments, but in no event longer than one hundred eighty (180) calendar days following the injury or illness.

However, for the purposes of this section, an injury or illness which is determined to be an aggravation of a prior injury or illness under Oregon's workers' compensation laws or regulations will not be considered a new injury or illness and benefits under this section will be paid only to the extent they are available to the employee under the original injury. A current employee may utilize any remaining injury leave under this subsection if an aggravation or deterioration of the original condition occurs, regardless of the amount of time that has passed since the original injury.

- B. If a claim is denied by the insurer, and such denial is upheld following appeal, any injury leave paid under this section prior to such denial shall be converted to hours and charged against the employee's accrued sick leave, accrued vacation, and/or holiday leave.
- C. If an employee is off work beyond one hundred and eighty (180) days as a result of a work injury, the employee shall be eligible to apply for long-term disability insurance benefits as provided in this contract.

- D. The employee may use any remaining accrued sick leave, holiday time and vacation time after one hundred and eighty (180) days, and must use such in situations governed by Article 11.C. Medical progress reports may be required prior to approval of such payments.
- E. Employees may be allowed to work light duty assignments, if available and approved by the employee's treating health care provider. While working light duty, the employee will be permitted to take up to three (3) hours per day of release time during the shift to undergo prescribed physical therapy or follow-up doctor appointments that are directly related to the on-the-job injury. The release time will be charged against the one-hundred and eighty (180) days as defined under Section A above. If that time has been exhausted, the release time shall be charged to sick leave hours or the work schedule may be adjusted accordingly, e.g. extension of the shift. However, in no case will overtime be paid for an adjusted work day. In the latter case, the adjusted work hours must be approved by the Deputy Chief, Operations.

#### 5.6 Career Sick Leave Incentive System (all bargaining unit members)

Pursuant to applicable PERS regulations, fifty percent (50%) of an employee's accrued but unused sick-leave balance at retirement shall be reported for use in the computation of final average salary by PERS to determine retirement benefits.

Subject to IRS and plan limitations, upon an employee's retirement, as defined in Article 30, at the employee's request, the City will make available at the employee's regular rate of pay, up to a maximum of two hundred fifty (250) hours of accumulated sick leave to the employee's deferred compensation plan. The hours will be converted to a "cash" value and contributed to the deferred compensation plan, through payroll deduction on the employee's final paycheck. The provision for contribution of sick leave provided in this section can only be credited to the employee's deferred compensation plan, if one exists, and has no actual cash value to any employee, spouse, dependent, or estate.

### **ARTICLE 6 - CONVERSION OF WAGE AND BENEFITS ACCRUALS**

Employees who transfer from the fire suppression work period (56-hour work week) to a 40-hour work week, or vice versa, will have their wages and leave accruals and balances (vacation, sick and holiday) converted to assure the same total dollar value for the given leave or time. The conversion formulas are as follows:

From 40-hour to 56-hour:  $\text{Balance} / 2080 \text{ (hours worked annually on a 40-hour schedule)} \times 2912 \text{ (hours worked annually on a 56-hour schedule)}$

Example: 100 hours on a 40-hour week converts to 140-hours on a 56-hour week.

From 56-hour to 40-hour: (Simply reverse formula) Balance / 2912 X 2080

## **ARTICLE 7 - BEREAVEMENT/COMPASSIONATE/PARENTAL LEAVE**

### **7.1 Bereavement Leave**

In the event of a death of any of the following family members, spouse, domestic partner, same-sex partner as defined by state law, mother, stepmother, father, stepfather, daughter, son, stepchild, sister, brother, grandchild, grandparents, or the following in-laws: mother, father, sister and brother, the City may grant time off with pay. A maximum of five (5) calendar days for forty (40) hour employees and a maximum of two (2) duty shifts (48-duty hours) for fifty-six (56) hour employees may be granted when warranted by the situation. In the event of the death of family members not listed above, employees may request the use of other accrued leave time, the granting of such leave is at the discretion of the City. In the event of death of an aunt or uncle, the City will grant one (1) duty day off.

Employees who qualify for bereavement leave under state law will be allowed to use their accrued leave to cover time missed from work that exceeds the City paid bereavement leave. In the event the employee has exhausted all of his/her accruals, leave without pay will be authorized up to the amount required by law.

This contractual bereavement leave shall only be counted toward the total period of bereavement leave if the employee applies for bereavement leave under Oregon Sick Leave Law or OFLA.

### **7.2 Compassionate Leave**

In the event that an employee dies, employees may be granted reasonable time off, up to three (3) hours of paid leave for the purpose of attending the funeral. The number of employees who are granted this leave shall be at the discretion of the Fire Chief, consistent with operational needs.

### **7.3 Parental Leave**

Request for an intermittent schedule or reduced schedule as all or part of parental leave following the birth or adoption of a child must be submitted to the Human Resources Department a minimum of 15 days prior to the start of the requested schedule and cover the entire period of requested schedule modification. Requests for intermittent or reduced schedules require prior approval. The human resources analyst will review intermittent or reduced schedule requests with the department to determine if the request can be accommodated based on the operational needs of the department. In the event the intermittent or reduced scheduled cannot be accommodated, the employee continues to be eligible for continuous leave as provided by law. The employee may cancel intermittent or reduced schedule parental leave by notifying the department.

## **ARTICLE 8 - JURY DUTY AND COURT APPEARANCE**

8.1 When an employee is called for jury duty or is subpoenaed as a witness in any job related litigation or administrative hearing process, the employee will be granted absence from work and continued at full salary for the period of the required service, provided, however, the employee shall be required to give reasonable advance notice of such subpoena or legal requirement to appear and provide the City with a copy of the subpoena or other legal document requiring his/her presence. The copy of the subpoena or legal document will be given to the City in advance of the hearing or jury duty or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the hearing or jury duty date. Fifty-six (56) hour per week employees will be required to report for duty when more than one-half (1/2) the employee's normal work shift remains after release from jury or witness duty. Forty (40) hour per week employees shall be required to report for duty when any portion of the employee's normal work shift remains after release from such duty.

8.2 When an employee is subpoenaed as a witness in any litigation or administrative hearing process for purposes related directly to his responsibilities and position as a City employee, during hours other than those which he is scheduled to work, he shall be paid for such hours worked at his regular rate, or in accordance with provisions of the FLSA, whichever is applicable. Such pay shall equal not less than four (4) hours at the straight time rate. Unless otherwise required by the FLSA, if the employee is being called as a witness in a dispute between the City and the employee, or between the City and the Union, he shall not be compensated.

8.3 Any jury pay or witness fees paid to the employee for court appearances authorized by this Article shall be remitted to the City

## **ARTICLE 9 - ELECTION DAY LEAVE**

On primary, general and special election days, employees who will be unable to vote because Election Day falls on their regularly scheduled work day may vote by absentee ballot and shall not be released from work to vote. Employees who are unexpectedly required to work on election day will be given sufficient time to vote if their legal residences or polling places are located within the City's Urban Growth Boundary. Such employees whose legal residences and polling places are located outside the Urban Growth Boundary may be released from work at the sole discretion of the City. Election days shall not be considered for any purpose as holidays.

The parties agree that as long as elections in Oregon continue to be mail-in elections, absence from duty on Election Day is unnecessary, and therefore will not be granted. If mail-in elections in Oregon are eliminated then the above policy will again be applicable.

## **ARTICLE 10 - TRAINING LEAVE AND EMT CERTIFICATION**

### **10.1 Training Leave**

When the City requires attendance at conferences or other training or educational activities, the employee shall be compensated in accordance with provisions of the Fair Labor Standards Act as modified by this agreement and Appendix A attached hereto. The City shall bear all expenses directly related to such required conferences or training or educational activities including but not limited to registration, materials, travel, and lodging.

Paid training leave does not include attendance at educational programs to prepare for promotion or to transfer to a higher-paid position, trade seminars or conferences, association or professional organization meetings or the Northwest Management Seminar. Where leave is approved to attend such programs, it is non-compensable. In most cases of approved non-compensable leave the employee will remain on a 56-hour workweek schedule and will be paid for the full twenty-four hours of an assigned day or duty and no remuneration for non-assigned days. Non-compensable time may or may not include shift replacement, but this will be decided in advance of an employee's departure.

### **10.2 EMT Certification**

- A. EMT Certification Maintenance - All Firefighter-medics are required to maintain EMT-Paramedic certification. Employees hired as Firefighter-medics on or after October 1, 1997, shall maintain their EMT-Paramedic through and including the classification of Fire Apparatus Operator/Engineer. Employees hired on or after October 1, 1997, who promote to the classification of Fire Captain may drop their EMT-Paramedic certification but are required to maintain their EMT-Basic.

All employees who have an EMT certification must maintain at least an EMT-Basic certification.

Employees in the Fire Captain classification shall be ineligible for EMT-Premium pay.

Employees may petition the Fire Chief to reduce their certification to the EMT-Basic level at any time. The Fire Chief will consider all pertinent information and operational needs of the department prior to making the final decision.

Failure to maintain the appropriate certification may subject an employee to disciplinary action up to and including termination from employment. If a unit member fails to attain or maintain EMT certification due to health reasons or other good cause, the member shall petition the Fire Chief, who shall grant reasonable extensions to permit the member to obtain the necessary training or qualifications.

- B. EMT Certification Courses - The City will offer courses to satisfy re-certification requirements to all employees who are required by their job classification specifications, or this Contract, to hold an EMT certificate. These may include Advanced Cardiac Life Support (ACLS), Pre-hospital Trauma Life Support (PHTLS) and Pediatric Advanced Life Support (PALS) or other courses required by the Salem Fire Department Physician Advisor and as approved by the Fire Chief.

The courses will be offered during normal duty hours. With prior approval of the City, an employee may be authorized to attend courses during hours in which the employee is not normally scheduled to work, in which case the employee will be compensated at the overtime rate for all hours the employee actually attended the class.

Employees in the classification of Fire Captain, who elect to maintain their EMT-Paramedic certification, may attend the above listed courses during their off-duty time. Employees in the Fire Captain classification shall not be eligible for overtime compensation to attend courses.

### 10.3 Certification Fees

The City will pay all fees required by the State for EMT-Basic or EMT-Paramedic certification and re-certification. The City will pay the bi-annual EMT-Paramedic re-certification fee if the employee in the Fire Captain classification chooses to maintain EMT-Paramedic certification.

## **ARTICLE 11 - LONG TERM DISABILITY INSURANCE**

During the term of this contract, the City shall make available to employees a long term disability benefit (LTD) to insure sixty percent (60%) of the employee's current gross salary if the employee is disabled due to an off or on-the-job injury or illness. The intent of the plan is to protect against loss of regular income, not to produce any excess over normal gross wages. This benefit will provide salary protection from date of employment with the following features:

- A. Salary protection benefits for non-occupational disability will commence when sixty (60) days have elapsed from the time of the disabling injury or illness. Salary protection for occupational disability will commence when one hundred eighty (180) days have elapsed.
- B. If an employee becomes eligible for LTD, the employee shall not be terminated until two (2) years have elapsed from the time of the disabling injury or illness, unless mutually agreed otherwise.
- C. An employee eligible for LTD as a result of non-occupational disability or illness

shall, upon completion of the sixty (60) calendar day waiting period, be placed on leave without pay unless the employee is on sick leave with pay or, at the employee's option, on any other form of paid leave which may have been accrued (holiday, compensatory or vacation). During the use of accrued paid leaves, the employee shall continue to be eligible for all the benefits of this contract. Whether on paid leave or LTD from the City, a disabled employee shall continue to receive City-paid family medical, dental and vision benefits with employee premium contributions, while still employed.

- D. An employee eligible for LTD as a result of an occupational disability or illness, shall upon completion of the one hundred eighty (180) calendar day waiting period, be immediately placed on leave without pay and be eligible to receive LTD benefit payments. Accumulated holiday and vacation leaves shall not be considered deductible benefits and may be used as provided in Article 5.5 D. Accumulated sick leave shall be considered a deductible benefit and shall not be paid during any period in which the employee is receiving LTD payments. Whether on paid leave or LTD from the City, a disabled employee shall continue to receive City-paid family medical, dental and vision benefits with employee premium contributions, while still employed. After exhaustion of leave or LTD, the employees may at their own discretion and expense, elect continuation of coverage pursuant to state and federal law.

Effective with the signing of the 99'-01' collective bargaining agreement the-City changed the payment method for long-term disability coverage from employer-paid to employee-paid and adjusted salaries so that the amounts the City paid for disability insurance premiums was added to firefighter salaries. Any future premium expense incurred, by this change of payment method shall be paid by the employees.

If the provisions of this Article conflict with the actual policy language or the decision of the insurer, the policy and/or the insurer's decision shall prevail and such matters shall not be subject to the grievance procedure.

## **ARTICLE 12 - LIFE INSURANCE**

12.1 The City shall provide each employee assigned to classifications within the bargaining unit \$40,000 in term life insurance. Such coverage shall be provided beginning with the employee's date of hire with the City and shall end upon termination of employment. However, terminated employees shall be eligible to purchase and convert their group life insurance to an individual policy. Coverage shall extend to death occurring both on and off duty.

12.2 The City agrees to provide a voluntary supplemental life insurance for employee and/or dependents. All premiums associated with the supplemental life insurance program will be deducted from the employee's paycheck. Employees electing to participate in the

program must adhere to the conditions set forth by the insurance company chosen to provide the supplemental life insurance. The City agrees to make available a \$10,000 minimum supplement life insurance policy.

## **ARTICLE 13 - HEALTH CARE BENEFITS**

### **13.1 Coverage and Premium Contribution**

The City provides medical, dental, and vision care benefits for eligible employees. Premiums will be based on differential rates for employee only, employee and spouse, employee and child(ren), and family coverage. All employees and their dependents are eligible for coverage on the first of the month following the employee's date of hire.

The employee must be covered before a dependent can be covered.

The City will offer health care benefits with a comparable level of medical, dental and vision benefits offered to full-time enrolled employees, and their dependents, as was in effect on January 1, 2016, as stated in the plan documents or policy as follows:

#### **A. Preferred Provider Organization (PPO)**

The City will offer a PPO (Preferred Provider Organization) medical insurance plan established for city employees, and will offer this plan to those IAFF employees covered under this collective bargaining agreement.

1. Vision Plan: Employees enrolled in the PPO plan shall receive \$500.00 every two years which will cover vision examinations and hardware expense. Pediatric vision examinations will be paid through the medical plan at 100%, if an in-network provider is used, as an essential benefit as required by the federal law. The \$500 vision benefit for pediatrics will be applied to hardware expense.
2. RX Plan: The prescription coverage offered under the PPO plan will include a three (3) tiered plan. This RX plan will be established as follows:

Retail, up to thirty (30) day supply:

Co-pay for Generic prescription-	\$10.00
Co-pay for Preferred prescriptions-	30% (min \$25/max \$50)
Co-pay for Non-Preferred prescriptions-	30% (min \$45/max \$75)

A mail order option, which allows up to a ninety (90) day supply of the prescription drugs will also be offered as follows:

Co-pay for Generic prescription-	\$20.00
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Co-pay for Preferred prescriptions-	30% (min \$25/max \$100)
Co-pay for Non-Preferred prescriptions-	30% (min \$45/max \$120)

### 3. City Contribution

The City's contribution for monthly health care premiums will follow the schedule below during this agreement:

The City's contribution to the PPO plan shall be limited to ninety-five percent (95%) of the total premium cost of the plan with the employee paying the remaining five (5%) through pre-tax payroll deduction based upon the dependency category of the employee (1 person, 2 adults, 2 adults and 1 or more children, or 1 adult and 1 or more children).

4. It is understood that the monthly premiums change annually and that the type and level of benefits available in the PPO and HDHP plans may be changed as required by federal or state law or regulations, and the City shall have no duty or obligation to negotiate over such changes with the Union.

### B. High Deductible Plan

Employees have the option to enroll in a high-deductible health plan (HDHP) option that meets the eligibility requirements for participation in a Health Savings Account. The City's contribution to the HDHP shall be limited to ninety-five percent (95%) of the total premium cost of the plan with the employee paying the remaining five (5%) through pre-tax payroll deduction based upon the dependency category of the employee (1 person, 2 adults, 2 adults and 1 or more children, or 1 adult and 1 or more children).

It is understood that the monthly premiums change annually and that the type and level of benefits available in the PPO and HDHP plans may be changed as required by federal or state law or regulations, and the City shall have no duty or obligation to negotiate over such changes with the Union.

### C. Kaiser Insurance Option

Employees have the option to enroll in the group plan available from Kaiser Permanente under the following conditions:

1. The City's contribution to the Kaiser Permanente plan shall be limited to ninety-five percent (95%) of the total premium cost of the plan with the employee paying the remaining five (5%) through pre-tax payroll deduction based upon the dependency category of the employee (1 person, 2 adults, 2 adults and 1 or more children, or 1 adult and 1 or more children). If the total monthly premium set by the insurance company exceeds the City's contribution to the PPO plan, the difference shall be paid by the employee

through pre-tax payroll deduction.

2. It is understood that the monthly premiums and the type and level of benefits available in the Kaiser Permanente plan may be changed from time to time at the sole discretion of the company and the City shall have no duty or obligation to negotiate over such changes with the Union.
3. The City will change the current Kaiser Plan to higher deductibles, RX changes as follows:

Lifetime Maximum Benefit	
Per enrollee:	Unlimited
Calendar Year Deductible	
Per enrollee:	\$250
Per total family:	\$750
Co-insurance:	80%
Office Co-pay:	\$15/\$25
Preventive:	Included
RX:	\$10/\$20/\$40 for 30 day retail; \$20/\$40/\$80 for 90 day mail

4. Vision Plan –The Kaiser vision plan provides coverage for vision examinations only. Employees may elect to enroll in the PPO \$500 vision plan for vision hardware.

Summary plan documents can be obtained electronically by clicking the following hyperlink: [Summary Plan Documents.](#)

### 13.2 Open Enrollment

The City will provide members an annual open enrollment for the Flexible Spending Account (IRS125).

### 13.3 Medical Insurance Committee

The City and Union will continue the joint labor/management committee to jointly explore options for other insurance coverage at reduced cost. Other unions representing City employees will also be invited to participate. The joint committee will make recommendations about ways to contain cost increases in the City's insurance plans.

### 13.4 Continuation of Benefits at Time of Contract Expiration

If at the expiration of this contract the monthly premiums for the insurance benefits provided by this article exceed those in effect on June 30, of its final year the employee shall continue the payroll deduction in effect at contract expiration if he or she wishes to maintain coverage.

### 13.5 Retiree Health Insurance

Retired employees shall be entitled to purchase group health benefits in accordance with State law. Retired employees who have not reached Medicare eligibility due to age or disability shall be entitled to purchase a group dental plan provided by the City by paying to the City the total cost for the plan enrollment they elect.

### 13.6 Voluntary Employee Benefit Association (VEBA)

"Eligible employees" for purposes of this section shall be defined as those members of the bargaining unit who have successfully completed their initial probationary period.

The City has adopted a HRA-VEBA account with the HRA-VEBA Trust to receive contributions of eligible IAFF employees.

For employees who elect to enroll in the PPO or Kaiser plan, the City will contribute \$90 per month for each eligible employee to the IAFF VEBA. For those employees who elect to enroll in the HDHP, City contributions (\$90/month) to the HRA-VEBA will be made instead to the City Deferred Compensation Plans (457) and the employee contributions to the HRA-VEBA will be suspended.

### 13.7 Special Physical Examinations

The City may require an employee to submit to a physical examination at any time for reasons related to City employment. Such examinations shall include such items as the City may require and the results shall be reported, by the physician or osteopath, to the City on forms provided by the Human Resources Director for such purposes. The City shall pay all costs related to such examinations not covered by the employee's health insurance.

Employees, who attend a City-required physical examination or tests related to the physical examination process outside their normal work schedule, will be paid overtime at time and one-half for actual hours spent at the medical facility with a minimum of two (2) hours. The employee and employee's physician will make every attempt to complete the physical examination in one appointment. If additional appointments are necessary and scheduled by the physician, the employee will only be entitled to overtime at time and one-half for actual time spent at the medical facility. Employees are not subject to the call back provisions as outlined in Articles 15.3 and 15.4 for additional physical examinations.

### 13.8 Unpaid Leave of Absence

The City paid benefits provided in this Article 13 shall cease from and after the thirtieth (30th) day of any unpaid leave of absence, with the exception of those employees who have been approved under the Federal Family Medical Leave Act, Oregon Family Leave Act, or other federal or state law, or on LTD and still employed under the provisions of Article 11.

### 13.9 Ambulance Use by On-Duty Personnel

Should on-duty personnel require an ambulance to transport them for personal medical care, the amount paid by the employees health care provider shall be accepted as payment in full for such services.

## **ARTICLE 14 - UNIFORMS**

If an employee is required to wear a uniform, it shall be furnished and replaced as necessary by the City. Uniforms shall be worn in accordance with the City's Standard Operating Guidelines. Special requests for deviation of the required uniform shall only be approved by the Fire Chief. The employee will be responsible for proper care and routine maintenance of the uniform. Uniform items, which become damaged to an extent not readily, and inexpensively, repaired by the employee, shall be repaired or replaced by the City. All uniform items issued by the City shall remain the property of the City and shall be turned in when the employee leaves employment. The City will follow IRS regulations regarding City issued work clothes as a taxable fringe benefit.

## **ARTICLE 15 - HOURS OF WORK, CALL-BACK AND OVERTIME**

The parties agree that, pursuant to the FLSA, the regular work cycle for employees shall be a twenty-seven (27) day work cycle.

### 15.1 56-Hour Work Week

The hours of work for those employees engaged in fire suppression shall average fifty-six (56) hours per week based on a fifty-two (52) week year. The working shift shall consist of twenty-four (24) hours on duty followed by forty-eight (48) hours continuous off-duty time, subject to recall for emergency situations.

Employees working 56 hour schedules will be given one (1) Kelly day every 18th shift. The net effect is an average annual work week of 52.88 hours. Also, references throughout the collective bargaining agreement to 56-hour work weeks (shift, schedule, etc.) shall be presumed to reference 52.88 hours.

Effective July 1, 2018, employees working 56 hour schedules will be given one (1) Kelly day every 12<sup>th</sup> shift. This net effect will be an average annual work week of 51.32 hours. Also, references throughout the collective bargaining agreement to 56 hour work weeks (shift, schedule, etc.) shall be presumed to reference 51.32 hours.

The parties have agreed to FLSA days off ("Kelly Days") for shift employees in lieu of pay. Each Kelly Day will consist of twenty-four (24) hours of FLSA time off.

The City will maintain authority to determine the assignment of Kelly shifts. Generally, employee track assignments will be the key consideration in the rotation of Kelly days. The needs and priorities of the Department shall also be considered.

Personnel who are transferred or change classification, will assume the Kelly Day track of the person/position they are replacing. Personnel who have not taken their Kelly day for the current rotation will be assigned a Kelly Day in the current rotation by Fire Administration. At no time should a transferee's Kelly day not be assigned in the appropriate rotation.

With the exception of a general recall of all personnel, employees are not eligible for overtime during the 24 hour assigned Kelly Day. Time worked shall not include any paid leave time such as vacation, personal or sick leave.

#### 15.2 40-Hour Work Week

- A. The hours of work for those employees assigned to fire prevention, training, emergency medical services and administrative duties shall be forty hours (40) per week, Monday through Friday, subject to recall for emergency conditions. Except in cases where emergency operations require, notice of change in an employee's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the change. If the schedule change affects hours of work on Saturday or Sunday, not less than fourteen (14) calendar days' notice will be given prior to the effective date of the change. The employee and supervisor can waive the notice requirements by mutual agreement.
- B. Forty-hour work week schedules may be composed of five (5) - eight (8) hour days, or four (4) - ten (10) hour days, or a flexible schedule in each seven-day period at the discretion of the Fire Chief. Flexible schedules may be considered for those people who are not working twenty-four (24) hour shifts.

#### 15.3 Call-Back Time (40-Hour Employees)

- A. If a 40-hour employee is called in to commence work more than one (1) hour before the regularly schedule work day, or is called back after having left the job site, the employee shall receive a minimum of two (2) hours overtime pay.
- B. If an employee is called while off duty regarding an investigation or code issue and is not on standby, the employee shall receive a minimum of fifteen (15) minutes of overtime pay.

#### 15.4 Call-Back and Return To Duty (56-hour employees)

- A. Employees who reside within a 25-mile radius of Fire Station #1 shall have first priority for unscheduled callbacks for any vacancies that occur during a given

shift or for Greater Alarm callbacks.

Callback return to duty shall be defined as a return to work of an employee from off City premises after the completion of a scheduled shift, but before commencement of that employee's next scheduled shift.

- B. When employees are called back for a Greater Alarm or return to non-scheduled active duty (filling a minimum staffing position, including staffing an emergency response vehicle placed in service temporarily, unscheduled meetings or other unscheduled City business), prior to their next regularly scheduled shift, they shall be guaranteed four hours work at one and one half (1 ½) their regular rate of pay. However, the employee will be offered the opportunity to go off duty when the activity is completed; if the employee elects to do so, the employee will be paid at one and one half (1 ½) the regular rate of pay for the hours actually worked. If the call back hours are consecutive to the regular shift, the hours paid shall be at one and one-half (1 ½) for the actual hours worked.
- C. When employee returns to work for previously scheduled staff meetings, training sessions or other non-emergency activities, such employees shall be paid at one and one-half (1 ½) the regular rate for a minimum of two (2) hours.
- D. Employees who have completed their scheduled shift and are required to wait for relief to complete a fire or medic call, to attend a meeting, or to complete a report shall be paid at the overtime rate for actual time worked after the end of their scheduled shift.

#### 15.5 Overtime Rate

Overtime pay shall mean one and one-half (1 ½) the employee's regular rate of pay. Overtime shall apply to all employees under the following conditions:

- A. 56-Hour Employees - For employees assigned in fire-fighting and rescue operations, overtime shall occur for those hours such employees are assigned to duty:
  - 1. For more than a twenty-four (24) hour shift, or
  - 2. For more than the number of hours that may be worked at the regular hourly rate within the work period determined by the City in accordance with the Fair Labor Standards Act.
  - 3. On a twenty-four (24) hour shift beginning one (1) or two (2) days earlier than the employee's next regularly scheduled shift as a result of a reassignment from A Shift to B Shift, or B Shift to C Shift, etc. In such event the employee shall receive twenty-four (24) hours of unpaid leave for the shift he/she would have worked if the reassignment had not occurred.

- B. 40-Hour Employees - For employees assigned and/or scheduled in the fire prevention, EMS coordination and training functions, overtime shall occur under the following conditions:
1. Work activities in excess of forty (40) hours in a normal or split weekly schedule, unless a memorandum of agreement has been reached between the City and the Union, which provides for another arrangement.
  2. Management will not attempt to avoid paying overtime by adjusting an employee's schedule, in accordance with state law. Employees will still work their normal schedule, with exceptions as listed in articles 15.2, 15.3, or other applicable articles.
- C. Overtime pay for persons assigned to EMS or Training shall be based on the employee's base wage plus the premium for such assignment provided by Article 20.5 unless overtime hours are associated with shift work in the EOD (work assigned as a member of an engine or ladder company, ambulance crew or BC car). In that event overtime pay shall be based on the employee's base wage without EMS or TO assignment premiums.
- D. However, overtime for all employees shall not apply when any employee trades duty shifts, except as may be required by the Fair Labor Standards Act.
- E. For all employees, overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though:
1. More than one (1) of the conditions in this section and article may apply with respect to a particular unit of time, or
  2. An employee is called back again within the time frame encompassed by an earlier callback minimum. In this latter instance, the second callback shall entitle the employee to two (2) hours at one and one-half (1½) the employee's regular rate of pay.
- F. With the exception of fire prevention, training and EMS division employees (40-hour a week employees), all overtime earned by employees shall be compensated in pay. In lieu of overtime pay, fire prevention, training and EMS employee may elect credit for one and one-half (1½) hours of compensatory time off for each eligible overtime hour worked. Compensatory time off may be accrued to a maximum of eighty hours (80). Employees may request payment for accrued compensatory time and said request must be submitted in writing at least ten (10) calendar days in advance of the next pay date. The City will pay on such requests at the next payday.
- G. Hours worked shall include paid absences for purposes of determining hours

compensable at the overtime rate.

- H. The City may restrict the assignment of overtime work on twenty-four (24) hour shifts to employees regularly assigned to fifty-six (56) hour workweeks.

#### 15.6 Shift Trade

Duty shift trading shall not entitle the employees involved to any extra compensation over and above their regular rate of pay. All shift trading shall be in accordance with procedures established by the City. The City may deny approval for shift trading based on the City's determination that a trade may harm or impair operational readiness and/or effectiveness or for disciplinary reasons.

#### 15.7 Work Week

For purposes of determining overtime eligibility only, the normal work week shall be the period beginning 0800 on Monday and ending at 0759 the following Monday. Employees who must change their work schedule between a 24-hour shift (56-hour week) and an eight (8) hour day (40-hour week), shall be governed by Article 6 and the following:

The City will exercise either of the two options described below on a case-by-case basis. In all cases, however, the employee will be notified in advance which option the City is exercising. Both options assume a duty week beginning Monday at 0800 hours and ending the following Monday at 0759 hours for both 40 and 56 hour duty week employees.

##### Option A:

This option includes moving an employee to a 40-hour duty week. Whenever possible, a duty week will not commence mid-duty week. The employee will return to shift work on their shift during the following duty week (i.e., after the following Monday at 0800 hours). The employee will have the opportunity to work their shift on Saturday or Sunday at the 56-hour overtime rate if there is a minimum staffing need or if the employee's check will be short for the pay period without working this additional shift. Under this scenario there is no guarantee of a minimum number of hours. It would, therefore, be possible that if an employee opted not to work they could have a short paycheck.

##### Option B:

Under this scenario the employee remains on the 56-hour duty week schedule. On assigned shift days, the employee is paid for the full twenty-four hours. On non-assigned days they are paid only for productive hours (at the 56-hour overtime rate). When the employee returns they are responsible to work their next shift. If an employee returns on their scheduled shift day, it will be at the Department's discretion as to when the employee will return to duty. In most cases where the



employee is returning to Salem before 2000 hours they will be instructed to return to duty on that shift.

Option A would be used in nearly all cases of light-duty assignment and for long-term training or assignments (usually greater than one 40-hour week or three consecutive shifts). The less expensive (to the City) option will be used if there would be a significant difference in cost.

#### 15.8 Daylight Saving Time

Employees shall be paid for hours actually worked on days or shifts lengthened or shortened as a direct result of changes between Pacific Standard Time and daylight savings time.

#### 15.9 Scheduling of Work Activities

The scheduling of work activities during any and all hours on duty and the type of work activities assigned to all employees shall be determined at the sole discretion of the City. Such work activities may include, but are not limited to, training, safety education for the public, maintenance, prevention, and other work activities as determined by the City, which are related to Fire Department services or operations.

#### 15.10 Failure To Report to Duty

Bargaining unit employees who fail to report to duty for reasons other than those specified in Article 5.3 (Use of Sick Leave), injury leave, or any authorized paid leaves of absence, will receive no payment (wages) for the total amount of hours an employee fails to work. In certain instances other than Trade-Time situations, at the sole discretion of the Fire Chief, an employee may be granted a commensurate reduction in leave accruals rather than wages.

In conjunction with 15.6 (Shift Trade), a bargaining unit employee who fails to report to duty for a Trade-Time situation, at the discretion of the Fire Chief, will forfeit wages for each hour of work (rounded to the nearest quarter hour) the employee fails to report to duty. In instances where one or more employees are in question as to whom is responsible for reporting to duty, operational guidelines established by the City will be utilized to determine which employee will forfeit wages for failing to report to duty.

#### 15.11 Peak Period Engine Company

##### A. Assignment:

Peak period engine companies are to be used to expand existing City services, and no more than two peak period engines will be placed in service at any one time. After peak service begins, the City and the Union will meet annually to discuss whether operationally and economically the City will establish shift hours

for the expanded service, the final decision resting solely in the discretion of the City.

1. **City's Right to Assign.** The City has the right to select and assign adequate fire suppression personnel to staff a peak period engine company. The Department will allow employees to volunteer for the Peak Period Engine Company assignments, but reserves its management right to assign an employee for other reasons, including, but not limited to operational, training, experience, or personnel needs. The Department's decision to allow use of volunteers does not constitute a past practice of the parties, nor establish a precedent for future assignments. The City retains the right to assign in accordance with Article 2 of the Collective Bargaining Contract between the City and Union.
2. **Notice Required.** The City shall provide at least two weeks' prior notice to any employee assigned to the Peak Period Engine Company.
3. **Assignment Duration.** Employees assigned to the Peak Period Engine Company shall be assigned for a minimum of two (2) years. If an employee is as assigned to the Peak Period Engine Company involuntarily, the assignment shall be for nine (9) months. Employees assigned to the Peak Period Engine Company may petition the Fire Chief to return to a regular 56-hour work schedule for any reasonable reason, including but not limited to an emergency. Upon completion of an employee's assignment to the Peak Period Engine, the employee will be assigned to the same shift (A, B, or C) that the employee was assigned immediately prior to service on the Peak Period Engine Company. Assignments to the Peak Period Engine Company may be shortened at the department's discretion or last longer if mutually agreed upon by the employee and the Fire Chief.
4. **Assignment Schedule.** Assignments to the Peak Period Engine Company shall be based on a forty (40) hour work week. The selected schedule is subject to changes in starting days and ending days when the Department deems appropriate, or when a holiday falls on either a Monday or Friday. In accordance with Article 15.9 of this agreement employees assigned to the Peak Period Engine Company may be assigned to fill other Engine Company's for part or all of their scheduled hours.

The initial operating schedule will be four (4), ten (10) hour work days, Monday through Friday, with shifts starting between 7 and 9 AM. The Department will post the weekly operating schedule for the Peak Period Engine Company at least six (6) months in advance. However, the Department may alter the operating schedule, including both hours and days of operations, at any time.

All hours of operation for the Peak Period Engine Company over forty (40)

shall be first offered to those employees assigned to the Peak Period Engine Company. Operational hours for the Peak Period Engine Company in excess of forty (40) will be determined at the department's discretion.

**B. Pay for Employees Assigned To Peak Period Engine Company**

1. Regular Rate of Pay. Employees assigned to the Peak Period Engine Company shall be compensated at the forty (40) hour pay rate for the first forty (40) hours worked in a work week. The forty (40) hour rate shall be calculated by multiplying a member's fifty-six (56) hour rate by a 1.4 conversion factor. As specified in Article 6, the conversion factor is derived by dividing the annual working hours in a fifty-six (56) hour work week (2,912) by the number of annual working hours in a forty (40) hour work week, that being 2,080 hours.
2. Overtime. All work on a Peak Period Engine Company in excess of forty (40) hours in a workweek caused by holdover will be compensated at the appropriate classification and step of the forty (40) hour rate, multiplied by a factor of 1.5. All other overtime worked will be compensated at the appropriate classification and step of the 56 hour rate multiplied by a factor of 1.5.

**C. Leave Benefits**

1. Sick Leave. Sick Leave shall accrue at the forty (40) hour rate according to Article 5.2.
2. Vacation Leave. Vacation Leave shall accrue at the forty (40) hour rate according to Article 4.2 A. Vacation bidding for the Peak Period Engine Company shall be limited to those employees serving on the Peak Period Engine only. Vacation leave used by these employees will not be counted as being part of the employees allowed off at any one time under Article 4.1(B)(3), nor will there be a defined limit on the number of employees assigned to Peak Period Engine Company that may take vacation leave on any day the Engine is scheduled to be in service.
3. Holiday leave. Holiday Leave shall accrue at the forty (40) hour rate according to Article 4.4. Upon completion of the Peak Period Engine Company assignment, employees may choose to convert accrued holiday hours to vacation hours or cash out the holiday leave hours the first pay period after returning to the fifty-six (56) hour work schedule. Accrued holiday pay shall be cashed out at the forty (40) hour rate.
4. Compensatory Time. Employees may elect to receive compensatory time, instead of pay, for hours worked in excess of forty (40) hours in that same workweek. Compensatory time accrual shall not be allowed to exceed eighty

(80) hours. Any compensatory time in excess of eighty (80) hours will be paid on the employee's next paycheck. Earned compensatory time shall be utilized only while serving as a member of the Peak Period Engine Company. Upon completion of the Peak Period Engine Company assignment, all accrued compensatory time shall be paid to employees on the first pay period after returning to the fifty-six (56) hour work schedule. Compensatory time shall be cashed out at the forty (40) hour rate.

## **ARTICLE 16 - SENIORITY, LAYOFF AND RECALL, PROMOTIONS AND VACANCIES**

### **16.1 Definitions**

- A. For purposes of determining the order of reduction in force "seniority" means length of continuous service within the classification covered by this contract and immediately affected by a reduction in force. Such continuous service shall be computed from the date of the employee's appointment in the affected classification. Where two (2) employees have the same appointment date, the employee who ranked higher on the eligibility list from which they were appointed shall be deemed to be the senior employee.
- B. For all other purposes of this contract, "seniority" means length of continuous service as an employee of the Salem Fire Department, computed from the date of the employee's original hire ("continuous service date"). Where two (2) employees have the same continuous service date, the employee who ranked higher on the hiring eligibility list shall be deemed to be the senior employee.

### **16.2 Continuous Service**

As used herein, "continuous service" includes all authorized leaves of absence, but does not include any period between an employee's layoff and recall. In the event of layoff and recall, the employee's continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent on layoff status. Termination of employment (other than layoff of a career employee) shall void the employee's continuous service date, and if the employee should subsequently be hired again by the City, the most recent date of hire shall be the continuous service date for all purposes of this contract.

Employees re-employed under Civil Service Rules from separation of employment for non-disciplinary medical reasons, shall have their continuous service date adjusted for the purposes of determining seniority, vacation accrual rates, and vacation bidding. The adjustment shall credit their service prior to separation.

### **16.3 Order of Layoff**

In the event of reduction in work force within the bargaining unit, layoffs within each

affected classification shall be made in inverse order of seniority. For purposes of this section only, the classifications of Firefighter-EMT-Basic and Firefighter-Paramedic shall be considered as a single affected classification, and the order of reduction shall be determined pursuant to sections 16.1 and 16.5 from among the combined total of employees in both classifications.

Layoff shall occur as described above, except that the City may retain sixty-nine (69) of the most senior paramedics for the staffing of the department paramedic program. In the event that an engine company and/or ALS ambulance is eliminated, the sixty-nine (69) will be reduced by three (3) Firefighter-Paramedics for each engine company and/or six (6) for each ALS ambulance eliminated. Similarly, if the City establishes additional engine companies and/or ALS ambulance services, the number of paramedics retained will increase by three (3) for each additional engine company and increase by six (6) for each additional ambulance service.

#### 16.4 Probationary Employee

No career service employee shall be laid off in a classification while there are probationary employees still employed in that classification. As used in this section, "probationary employee" means an employee who has not achieved career status in the affected classification.

#### 16.5 Bumping

Any employee in the unit who is to be laid off and who has advanced to his present classification from a lower classification in which he had successfully completed the probationary period shall be given a position in such lower classification, provided that a position in that classification is authorized and funded in the Fire Department budget. If one (1) or more authorized positions exist in the lower classification but none is vacant, the employee laid off from the higher classification shall "bump" the least senior employee in the lower classification.

#### 16.6 Layoff List

For a period of two (2) years following the date of layoff or reduction to a lower classification, an employee shall be classified as on layoff status and his name shall be maintained on a "layoff eligible list" for the classification from which he was laid off. The order of the names on the layoff eligible list shall be in inverse order of their layoff (the last employee laid off shall be placed at the top of the list). At the end of two (2) years, or sooner if the employee notifies the City in writing that the employee no longer wishes to continue on layoff status, the employee's name shall be removed from the layoff eligible list, unless an extension is granted by the City, and he shall be deemed terminated. An employee on layoff status shall promptly inform the City of any change of address and shall be deemed terminated if a letter sent by certified mail (return receipt requested) to his last address recorded with the City is returned unclaimed.

#### 16.7 Recall of Employee

Recall of employees to active employment within each job classification shall be made in order of their names on the layoff eligible list. An employee shall be deemed terminated and his name removed from the list if he does not report for work within fourteen (14) calendar days of written notice of recall.

#### 16.8 Other

All positions in classifications in this unit shall be filled only in accordance with the provisions of this Article as long as employees remain on layoff eligible lists for those classifications. No bargaining unit positions, including temporary out-of-class assignments, shall be assigned to part-time workers or retirees unless the City first makes all reasonable efforts to fill such assignments with the bargaining unit members and is unable to do so.

#### 16.9 Promotions/Vacancies

The promotional process shall be governed by the City's Civil Service System contained in the City Charter and the Civil Service Rules and the parties agree to the following additional criteria:

- A. The parties recognize the importance of a fair and impartial promotional system.
- B. The City will provide the Union with thirty (30) days written notice prior to holding open vacated positions in the classification of Fire Apparatus Operator/Engineer and Captain.
- C. A vacated position in the Fire Apparatus Operator/Engineer and Captain classifications cannot be held open for more than ninety (90) days by which time the City will either fill, eliminate, or reclassify the position.
- D. If a Fire Apparatus Operator/Engineer or Captain position is held open, then during the ninety (90) day period, the highest employee on the current promotional list for the affected classification will be assigned WOC for the duration of the open vacancy.
- E. The ninety (90) day period will not be used to bridge promotional lists.

### **ARTICLE 17 - PROBATIONARY EMPLOYEES**

#### 17.1 Benefits During Probation

- A. Probationary employees are entitled to full benefits as expressly provided in this contract; provided, however, that employees serving their initial probation to the City shall not use accrued paid leaves, except sick leave, until the start of the

seventh (7<sup>th</sup>) month of employment from the employee's anniversary date (their first scheduled shift in the seventh month).

- B. Employees serving their initial probation to the City may use accrued sick leave during the probationary period as provided in Article 5.3.

#### 17.2 Length and Terms of Probation

- A. During the initial twelve (12) month probationary period, probationary/non-career status employees shall serve at the discretion of the City and have no property right to their employment for any purpose whatsoever. Disciplinary action, to include discharge, taken against any non-career status employee shall be without recourse through Article 18 of this contract.
- B. The probationary period for persons promoted or re-employed from other than a layoff eligibility list shall be six (6) months.

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

#### 18.1 Definitions

For purposes of this contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this contract, or about an alleged violation of this contract brought by:

- A. An employee in the bargaining unit and covered by this contract.
- B. The Union Executive Board as it affects a specific member or members of the Union.
- C. The City.

The term grievant refers to the one bringing the grievance (individual employee, Union Executive Board or the City) as appropriate in the particular case. Union as used in Article 18 refers to the Union Executive Board.

Two (2) Union representatives may assist in processing a grievance through this grievance procedure except that the Union shall be free to use as many representatives as it desires to help present its case to the arbitrator.

#### 18.2 Initiation of Grievances

Grievances shall be initiated within ten (10) days from the date of the alleged violation or dispute or the employee's first knowledge thereof. The grievance shall be in writing and shall include the following information:

- A. A statement of the grievance and the facts upon which it is based;
- B. Date(s) on which the alleged contract violation occurred, or the date the employee learned of it, whichever is later;
- C. The specific provision of this contract asserted to have been violated by the City's or the Union's actions; and,
- D. The remedial action requested.

### 18.3 Detailed Procedures

If the City is the grievant, the Union will be notified within 10 days of the alleged violation or dispute or the City's first knowledge thereof. If the matter is not resolved, the City within 30 days after the Union is notified may proceed to arbitration using one of the methods described in (A), (B), or (C) of Step 4. Unless mutually agreed otherwise, the method described in (A) shall be followed.

Grievances filed by the Union or an individual employee shall be processed as follows except that grievances over major discipline shall be commenced at Step 2:

Step 1: A copy of the grievance shall be delivered to the employee's immediate supervisor of Chief Officer rank. The Chief Officer shall call a meeting with the grievant, his immediate supervisor if other than the Chief Officer, and any Union officer(s) that the employee wishes to have attend. Within ten (10) days following the filing of the grievance, the Chief Officer shall render a written decision. If the written decision does not resolve the grievance or if the Chief Officer fails to respond to the grievance, the employee shall have until twenty (20) calendar days after the date of submission of the grievance to the Chief Officer to carry the grievance to Step 2.

Step 2: To carry the grievance to Step 2, the grievant shall file with the Deputy Chief of Operations a copy of the original grievance, a copy of the Step 1 response, and a written explanation of why the Step 1 response was not satisfactory. Within ten (10) days, the Deputy Chief shall meet with the grievant and Union representative(s). Within ten (10) days following the meeting, the Deputy Chief shall render a written decision. If the Deputy Chief's decision does not resolve the grievance or if the Deputy Chief fails to respond to the grievance, the employee shall have until twenty (20) days after the date of submission of the grievance to the Deputy Chief to carry the grievance to Step 3.

Step 3: To carry the grievance to Step 3, the grievant shall file with the Fire Chief a copy of the grievance submitted at Step 2 together with the written decision of the Deputy Chief. Within ten (10) days, the Fire Chief shall meet with the



grievant, and Union representative(s). Within ten (10) days following the meeting, the Fire Chief shall render a written decision. If the Fire Chief's decision does not resolve the grievance or if the Fire Chief fails to respond to the grievance, the Union shall have until thirty (30) days after the date of submission of the grievance to the Chief to carry the grievance to Step 4.

Step 4: To carry the grievance to Step 4, the Union (but not an individual employee grievant) shall submit the issue to an arbitrator using one of the methods described in (A), (B), or (C) below. Only the Union may prosecute the grievance in arbitration, and the Union may not assign or delegate the prosecution of the grievance. Unless mutually agreed otherwise, the method described in (A) shall be followed:

- A. The parties shall jointly request the State Mediation and Conciliation Service for a list of seven (7) arbitrators drawn from a pool of arbitrators who reside in Oregon. The parties shall then select one of the arbitrators by alternately striking one (1) name from the list until only one (1) is left. The one (1) remaining name shall be the arbitrator. The order of striking shall be by lot. The names shall be struck on a single day mutually agreed to by the parties.
- B. The parties may mutually agree to request a list of five (5) arbitrators from the Employment Relations Board list. The parties shall alternately strike one (1) name from the list, until only one (1) is left. The one (1) remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name, if needed.
- C. The parties may also mutually agree to select an arbitrator or a panel of two (2) advocate arbitrators and a neutral chairperson arbitrator by any method mutually agreed upon.

#### 18.4 Arbitration

The arbitrator shall set a hearing and, upon conclusion of that hearing, render a written decision within thirty (30) calendar days of the close of the hearing. The arbitrator's written decision shall include his findings of facts and opinions as well as his conclusion and award. The powers of the arbitrator shall be limited to determination of issues of facts and application thereto of the provisions of this contract, as the same may be within the scope of arbitration. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this contract; nor to substitute his judgment for that of the City as to any matter within the City's discretion under Article 2, MANAGEMENT RIGHTS; nor to consider, decide, or act upon any condition or circumstance not expressly provided for in this contract. The decision of the arbitrator shall be binding on both parties. The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for all costs of preparing and presenting its case to the arbitrator (including its own attorney fees, if any) and for reporter's or recording costs for making a record of the

proceedings at such party's request. Arbitration of grievances shall be in accordance with procedures listed in this article.

#### 18.5 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. As used in this Article 18 "days" shall mean calendar days.

#### 18.6 Abandonment of Grievance

Until an arbitrator is appointed, a grievance may be terminated voluntarily at any time upon receipt of a signed statement from the Union or the individual employee grievant that the matter has been satisfactorily resolved. After a grievance has been carried to step 4, only the Union may terminate the grievance. A grievance withdrawn by an individual grievant shall not constitute a precedent with regard to interpretation of the contract.

#### 18.7 Modification of Rules

The parties may, by mutual agreement in a particular case, provide for any modification or addition to the rules and procedures herein set forth, which agreement shall not affect subsequent cases.

#### 18.8 Compensation of Representative and Witnesses

The grievant and one (1) Union representative, in meetings called for in STEPS 1 through 3 of section 18.3, shall be permitted to attend such meetings and hearing without loss of pay if such meetings and hearing occur during the employee's duty period. The Union representative shall be similarly treated as the grievant if they are involved in meetings at STEPS 1 through 4. Up to four (4) employees who may be called as witnesses by the Union to the arbitration hearing shall be permitted to testify at the hearing without loss of pay if the giving of testimony occurs during the employee's duty period. The names of any employees to be called as witnesses in the arbitration hearing shall be given by the Union to the City at least seventy-two (72) hours prior to the hearing. The Union agrees, wherever practical, to request that on-duty personnel be summoned just prior to their testimony so as to minimize the impact of their absence of work on department operations.

#### 18.9 Exclusion of Other Disputes

The following matters are not subject to the grievance procedure of this contract:

- A. Any grievance which is not filed in accordance with the provisions of 18.2 or does not meet the definition of a grievance in 18.1.
- B. Any matter which is not covered by this contract.

#### 18.10 Grievance From Disciplinary Action

Imposition of discipline may be appealed only through this contract and as provided in Article 19 – Discipline, Representation Rights and Appeal. Pay for the employee and one (1) Union representative shall be administered as described in section 18.8.

### **ARTICLE 19 - DISCIPLINE, REPRESENTATION AND APPEAL RIGHTS**

- A. Discipline for non-probationary employees may be imposed only for just cause.
- B. Discipline includes the following actions and shall normally be progressive:
  - 1. Oral reprimand, which may be documented in writing;
  - 2. Written reprimand;
  - 3. Reduction in pay;
  - 4. Suspension;
  - 5. Demotion;
  - 6. Termination from Employment

However, the disciplinary process may be entered or discipline imposed at any step depending upon the severity of the incident causing the disciplinary action. In applying progressive discipline, reduction in pay is considered a substitute for suspension, and demotion will not be a necessary step before termination.

- C. Major Discipline refers to reduction in pay, suspension, demotion or termination from employment. Major Discipline is subject to appeal under Article 18 of this Agreement up to and including arbitration. Minor Discipline refers to oral reprimand (whether or not reduced to writing) or written reprimand. Minor Discipline is not subject to appeal under Article 18 of this Agreement.
- D. If the City disciplines an employee, every reasonable effort will be made to discipline in a manner which will not embarrass the employee before other employees or the public.
- E. The City shall make a good faith effort to conduct interviews during regularly business hours and on an employee's scheduled shift. Employees directed

to report for an interview during unscheduled hours will be paid for their time per terms of this Agreement.

F. Disciplinary interview for employees under investigation shall comply with the following guidelines:

1. Before the disciplinary interview, the City will provide to the employee a statement of charges and/or relevant facts as known to the investigator at the time of the notice that support the potential violations. This may include relevant reports written by employees and supervisors pertaining to the incident. A reasonable amount of time will be granted to consult with Union Representation prior to the interview being conducted.
2. An employee shall have the right upon request to have a Union representative present at a disciplinary interview.
3. A disciplinary interview will normally take place at city facilities.
4. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
5. A disciplinary interview shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is 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.
6. The City shall audio record the disciplinary interview and a copy of the complete recording of the interview shall be furnished to the Union.

G. Investigations:

1. Disciplinary investigations shall be concluded without unreasonable delay.
2. The employee and the Union shall be notified in writing of the results of any investigation. For non-criminal investigations, those results must be presented in writing to the employee and the Union within a year from discovery by the City of the basis of discipline unless a criminal investigation of the same matter is ongoing. If not, the charges will be dropped.
3. If after the City conducts an investigation into the conduct of an employee, the City determines that the discipline to be imposed is minor (oral or written reprimand), the City may impose the discipline

without a pre-disciplinary due process meeting (Loudermill).

H. Personnel Files:

Documented oral and written reprimands shall remain active in an employee's personnel file for two years from the date of incident, unless the employee receives subsequent discipline within that time period in which case it remains active. Documented economic discipline (reduction in pay, suspension, demotion) shall remain active in an employee's personnel file for four years from the date of incident, unless the employee receives subsequent economic discipline within that time period in which case it remains active. However, an exception to the time period may be justified when a clear pattern of misconduct or other performance deficiency exists. Documentation which is stale may be retained by the City to comply with Oregon records retention law but may not be used for subsequent discipline or as evidence in any subsequent discipline proceedings.

## **ARTICLE 20- COMPENSATION**

### **20.1 Emergency Medical Technician Premium Pay**

#### **A. Roll-in/Elimination of EMT Premium Pay**

Effective July 1, 2001, the City increased the base wage by three percent (3%), for all job classifications covered by this agreement, excluding classifications in the Fire Prevention Division. The increase was done commensurate with the elimination of the EMT-Basic premium pay previously given to EOD employees who held an EMT-Basic certification.

Effective with the signing of the July 1, 2004–June 30, 2007 Agreement the City will take an amount equal to the EMT-Paramedic premium dollars that would be paid to twenty-four (24) EMT-Paramedic Captains, divide that amount by thirty-six (36), and increase the current Captain base wage as listed in the salary schedule by that amount. The EMT-Paramedic premium will no longer be paid to Captains regardless of EMT certification.

#### **B. EMT-Basic Training**

Those current employees not covered in 10.2 (B), must maintain at least an EMT-Basic certification. Employees who involuntarily lose their certification through an administrative error through no fault of the employee will not be suspended or terminated, provided they are making reasonable progress towards obtaining EMT-Basic certification. However, this provision does not prevent discipline for misconduct that results in the loss of certification.

C. EMT-Basic Transporting (medic unit) Vehicle Assignment Pay

Any employee covered by this contract who is permanently or provisionally certified as an EMT-Basic pursuant to the laws of the State of Oregon, and who is assigned by the City to work on an Advanced Life Support (ALS) medic unit, shall receive, in addition to the employee's base pay, an amount equal to 3.8% percent multiplied by the top step hourly rate for the class of Firefighter-EMT-Basic for each hour actually worked in such assignment, rounded to the nearest half (1/2) hour.

20.2 Emergency Medical Technician Paramedic (EMT-Paramedic) Premium Pay

A. EMT-Paramedic Differential Pay

Except as provided in subsection C herein, any bargaining unit employee in the classifications of Fire Fighter/Paramedic or Fire Apparatus Operator/Engineer, who is permanently or provisionally certified as an EMT-Paramedic pursuant to Oregon law and who is assigned to suppression, training, or EMS shall receive, in addition to base pay an amount equal to:

- Nine percent (9%) effective July 2, 2012,

multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar for each full month assigned to the Program, or one-tenth (1/10) of that amount for each regularly scheduled shift if such assignment is less than a full month; provided, however, that in no event shall the payment exceed the amount computed for a full month, plus overtime compensation if applicable. Except those hours covered in Article 20.3.

B. ALS Transporting (Medic Unit) Pay

Any EMT - Paramedic employee who works on an ALS transporting (medic unit) vehicle, shall receive in addition to the base pay an additional amount equal to 6.8% percent multiplied by the top step hourly pay rate for the class of Firefighter-EMT-Basic for each hour actually worked as a member of the ALS transportation crew, rounded to the nearest one-half (1/2) hour. Except those hours covered in Article 20.3.

C. ALS Assignment within First Six Months

An employee in the class of Firefighter-Medic who is assigned to actually work as a member of an ALS crew during his first six (6) months of employment, or before appointment to step two (2) of his salary range, shall be compensated in accordance with subsections B and C herein for each hour so worked. Upon appointment to step two (2), such employee shall be paid only in accordance with subsection C since steps two (2) through six (6) of the ranges for

Firefighter-Medic include compensation for the appropriate EMT certification.

#### 20.3 Back Up Medic (BUM) Assignments

In lieu of paying the contractual Transporting Medic Pay as defined in 20.1 C and 20.2 B. Effective with the signing of this agreement, the City shall pay an employee \$5.00 per shift, when they are placed on a Backup Medic. The \$5.00 will be earned the first time employees' are placed in service on a BUM, regardless of time spent, or calls responded to while on the BUM. This pay is a once per shift benefit, and does not compound when an employee is placed on the BUM multiple times during a shift.

However, because this pay does not compound, the City will not use this as the sole reason for placing the same crew in service on a BUM multiple times in a shift. Instead, they will continue to use operational needs as the deciding factor for which crew is placed on a BUM.

#### 20.4 Bi-Lingual Pay

An employee who is determined to be fluent in an eligible language, as determined by the City (e.g., American Sign Language, Spanish, Russian, or an appropriate Asian dialect) shall receive in addition to their regular salary an amount equal to five percent (5%) of their base salary. Fluency is to be determined by the City every other year, based upon a standard testing program, which the City will implement. The provisions of this Article are not subject to multiple incentives for multiple languages.

#### 20.5 Emergency Medical Service (EMS) Coordinator and/or EMS Trainer Pay

Any future employee at the rank of Firefighter or Engineer who is selected and assigned to perform the duties of Emergency Medical Service (EMS) coordinator and/or Trainer, shall receive, in addition to the employee's regular rate, exclusive of any premium amounts, an amount per hour of such assignment which, when added to the employee's regular rate, shall equal a total rate of top step Captain. If the employee is the rank of Captain, they shall receive 6% greater than the employee's regular rate, exclusive of any premium amounts. If an employee is involuntarily assigned to the EMS Coordinator or EMS Trainer, that employee will receive 6% greater than top step Captain, exclusive of any premium amounts.

Assignments to, or transfers from these duties will not be made without advance notice given to the employee of a minimum of two calendar weeks.

#### 20.6 Breathing Apparatus Technicians Pay

Any employee who volunteers for, is selected, and certified as a breathing apparatus technician shall receive, in addition to base pay, an amount equal to two percent (2%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month assigned.

## 20.7 Special Weapons and Tactics (SWAT) Pay

Any employee who volunteers for, is assigned to and starts training for the City's SWAT team shall receive, in addition to base pay, an amount equal to two and one-half percent (2.5%) multiplied by the top step hourly rate for the class of Firefighter-EMT-Basic for each full month assigned to the duty, or one-tenth (1/10) of that amount for each shift worked if the assignment is less than a full month. Said designation shall be in writing. S.F.D. SWAT personnel shall receive the same initial and refresher training that Police SWAT members do with the exception of DPSST academy requirements.

The City and Union incorporate by reference the SWAT Medic MOU with Police Department, which is attached as Appendix B.

## 20.8 Probationary Firefighter/Medic Trainer Pay

Any member of the bargaining unit assigned to the Advanced Life Support (ALS) Program who performs as a designated Probationary Firefighter/Medic Trainer (Medic Evaluator) shall receive, in addition to base pay, an amount equal to five percent (5%) multiplied by the top step hourly rate for the class of Firefighter-EMT-Basic for each full month assigned to the duty, or one-tenth (1/10) of that amount for each shift worked if the assignment is less than a full month.

## 20.9 Other Specialty Team Pays

Effective beginning January 2, 2012, and, thereafter, at the beginning of the next pay period following assignment by the Fire Chief, bargaining unit members who have been selected and assigned to one of the following specialty teams shall be compensated for the additional duties and training associated with each specialty team in addition to their base wages and EMT-Paramedic premium pay:

- A. Water Rescue Team: Bargaining unit members assigned to serve as members of the water rescue team shall be compensated at the rate of one percent (1%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month of assignment.
- B. Tech Rescue: Bargaining unit members assigned to serve as members of the tech rescue/confined space/trench/rope rescue team shall be compensated at the rate of one percent (1%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month of assignment.
- C. ARFF: Bargaining unit members assigned to serve as members of the aircraft rescue fire fighting team shall be compensated at the rate of one percent (1%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month of assignment.



- D. USAR: Bargaining unit members assigned to serve as members of the urban search and rescue team shall be compensated at the rate of one percent (1%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month of assignment.
- E. FTO: Bargaining unit members assigned to serve as a field training officer shall be compensated at the rate of five percent (5%) multiplied by the top step pay rate for the class of Firefighter-EMT-Basic, rounded to the nearest dollar, for each full month of assignment.

F. HAZMAT Response Team Pay

Employees formally assigned to the City's HAZMAT Response Team, pursuant to Article 33 shall receive an amount equal to two percent (2%) multiplied by the top step pay rate for Firefighter-EMT-Basic, rounded to the nearest dollar.

Employees who receive their Hazardous Materials Technician Certification and are assigned to the City's HAZMAT Response Team, pursuant to Article 34, shall receive an amount equal to four percent (4%) multiplied by the top step pay rate for Firefighter-EMT-Basic, rounded to the nearest dollar.

In no event shall HAZMAT differentials compound or pyramid. One-tenth (1/10) of the above cited amounts shall be paid for each regularly scheduled shift, if such assignment to the HAZMAT Response Team is for less than a full month.

20.10 Special Incentive Pay and Overtime Calculation

The additional compensation provided in sections 20.1 through 20.8 shall be included for purposes of computing overtime.

Bargaining unit members assigned to a specialty team assignment who are assigned to more than one specialized team shall receive no more than six and one-half percent (6.5%) combined. For purposes of this section specialty teams include the following: BAT (Article 20.6), SWAT (Article 20.7), Water Rescue (Article 20.9), Tech Rescue (Article 20.9), ARFF (Article 20.9), USAR (Article 20.9) and HAZMAT (Article 20.9).

20.11 Working-Out-of-Classification Pay

Any bargaining unit member who is assigned, for more than four (4) hours in a shift, to temporarily perform the duties and responsibilities associated with a classification or position senior to that employee's normal classification shall receive:

- A. Pay at either the first step of the higher salary range or five percent (5%) more than the employee's regular rate, whichever is greater, not to exceed the top step of the higher salary range. However, at no time will WOC

Captain exceed top step Captain (Step 6).

- B. Upon the 90th day of such assignment, pay at the top step of the higher salary range provided a Career position has been vacant and unfilled (versus an incumbent being absent). Any employee working out of class on or after the 90th day in the vacated position shall receive pay at the top step of the higher salary range. This provision shall not apply to appointments as EMS Coordinator, EMS Trainer, or Training Officer.

#### 20.12 Standby Pay

Deputy Fire Marshals who are assigned standby duty may elect to receive one (1) hour's pay or one (1) hour of compensatory time for each eight (8) hours of such standby assignment. Compensatory time for standby duty will be limited to a maximum of sixteen (16) hours. Employees so designated must be within immediate contact by telephone or pager and able to report to the designated fire scene immediately, within one (1) hour. A City vehicle may be requested by the employee when on standby.

PIO's and investigators, who are assigned standby duty, must be within immediate contact by telephone or pager and be able to report to the designated fire scene immediately, within one (1) hour. If the fire investigator or PIO is called while on standby to investigate a fire, provide fire code enforcement duties or provide duties related to the position of PIO, the stand-by time will cease from the time the call was received. In no case shall an employee receive both standby pay and overtime pay/compensatory time concurrently.

#### 20.13 Wages

In addition to any other benefit conferred under this contract, employees shall receive, as compensation for services performed, salaries within the range specified for their respective job classifications as set forth in Appendix A attached hereto and by this reference incorporated herein, as applicable.

- A. Effective July 1, 2016, the top step of the salary schedule for Fire Fighters will be increased by four and one-half percent (4.5%).
- B. Effective July 1, 2017, the top step of the salary schedule for Fire Fighters will be increased by five percent (5%).
- C. Effective July 1, 2018, the top step of the salary schedule for Fire Fighters will be increased by five percent (5%).
- D. Effective July 1, 2016, the top step of the salary schedule for Fire Apparatus Operator/Engineer will be increased by four percent (4%).
- E. Effective July 1, 2017, the top step of the salary schedule for Fire Apparatus

Operator/Engineer will be increased by four percent (4%).

- F. Effective July 1, 2018, the top step of the salary schedule for Fire Apparatus Operator/Engineer will be increased by three percent (3%).
- G. Effective July 1, 2016, the top step of the salary schedule for Fire Captain will be increased by three and one-half percent (3.5%).
- H. Effective July 1, 2017, the top step of the salary schedule for Fire Captain will be increased by three percent (3%).
- I. Effective July 1, 2018, the top step of the salary schedule for Fire Captain will be increased by three percent (3%).
- J. Effective July 1, 2016, each step of the salary schedule for Deputy Fire Marshal will be increased by four percent (4%).
- K. Effective July 1, 2017, each step of the salary schedule for Deputy Fire Marshal will be increased by four percent (4%).
- L. Effective July 1, 2018, each step of the salary schedule for Deputy Fire Marshal will be increased by four percent (4%).

For any annual increases, adjustments will be made to maintain a five percent (5%) spread between steps for Fire Fighter, Fire Apparatus Operator/Engineer, and Fire Captain.

#### 20.14 Hourly Rate of Pay

- A. 56-Hour Week - The "top step hourly pay rate" referenced in this Article 20 shall be computed by multiplying the monthly rate by twelve (12) and dividing the product there from by 2912. Effective July 1, 2014, this section shall refer to a 52.88-Hour Week – The "top step hourly pay rate" reference in this Article 20 shall be computed by multiplying the monthly rate by twelve (12) and dividing the product there from 2749.77. Effective July 1, 2018, this section shall refer to a 51.32-Hour Week – The "top step hourly pay rate" reference in this Article 20 shall be computed by multiplying the monthly rate by twelve (12) and dividing the product there from 2668.67.
- B. 40-Hour Week - The "top step hourly pay rate" referenced in this Article 20 shall be computed by multiplying the monthly rate by twelve (12) and dividing the product there from by 2080.

#### 20.15 Payroll Errors and Direct Deposit

- A. Computation Errors – payroll errors shall be corrected pursuant to ORS

652.120.

In the event that an employee receives wages or benefits from the City to which the employee is not entitled, regardless of whether the employee knew or should have known of the over payment, the City shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The City shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification.
  2. The employee and the City shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
  3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the City shall implement the repayment schedule stated in subsection (4) below.
  4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular bi-weekly base pay, the overpayment shall be recovered in bi-weekly amounts not to exceed five percent (5%) of the employee's regular bi-weekly base salary. If an overpayment is less than five percent (5%) of the employee's regular bi-weekly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves City service before the City fully recovers the overpayment, the remaining amount may be deducted from the employee's final check (s).
  5. An employee who disagrees with the City's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
  6. This Article does not waive the City's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.
- B. The City offers direct deposit of paychecks for employees. Early release of payroll checks to employees will only be granted under emergency situations as approved by the Finance or Human Resources Director.

## **ARTICLE 21 - SAFETY**

### **21.1 Oregon Safe Employment Act**

The parties acknowledge that firefighting creates safety and health hazards unique to the

occupation. The City agrees to act in accordance with the Oregon Safe Employment Act (ORS 654.00 - 654.295, 659.991) and any regulations, codes, or rules adopted pursuant to the statute. Remedies for alleged violations are limited to statutory procedures; no grievances under this contract may be filed for violation of this paragraph or applicable law.

#### 21.2 Protective Clothing

Any protective clothing and safety equipment required by the City for members of the bargaining unit shall be provided for by the City without cost to the employee. Employees are required to wear safety equipment as directed by Fire Department Standard Operating Guidelines.

#### 21.3 Safety Committee

The City shall establish a Safety Committee whose purpose is to investigate and review employee complaints about unsafe practices or conditions. The Safety Committee shall be comprised of two (2) employees selected by the Fire Chief, or his designee, and two (2) employees selected by the Union. The Safety Committee shall meet to review complaints of an employee or group of employees, who shall be identified in the complaint, about unsafe practices or conditions within thirty (30) calendar days of receipt of the written complaint(s). The Safety Committee shall investigate the complaint to determine whether unsafe practices or conditions exist. If the Safety Committee, or a minority of the Committee, so determines, it shall prepare a report to the Fire Chief which contains its recommendations to resolve the safety issue. Such report and recommendations shall be advisory only. Within thirty (30) calendar days of receipt of the report from the Safety Committee the Fire Chief shall respond in writing to the employee who submitted the complaint. The response shall include a review of the complaint, the recommendations of the Safety Committee and the course of action, together with the reasons therefore the Chief has determined best suits the needs of the department. Employees serving on the Safety Committee shall be compensated at the appropriate rate for all time spent in Safety Committee meetings.

#### 21.4 Engine Company Staffing

In the event it is management's opinion that an engine company of less than three (3) persons is desirable, the City shall adopt safety rules governing the operation of an engine company with less than three (3) persons prior to implementation of less than three (3) member crews. The City shall provide firefighters with the opportunity for input before the proposed rules are adopted. Agreement of the Union is not required before the safety rules can be implemented. The content and substances of these safety rules are expressly and specifically excluded from the grievance procedure contained in this contract.

### **ARTICLE 22 - SHIFT EXCHANGE**

## 22.1 Shift Exchange

Employees shall have the right to exchange shifts, including for the purpose of conducting Union business, when exchanges do not interfere with the operations of the Fire Department and are approved in advance by a supervisor. This Article does not codify in writing an employee right to early relief practices. Employees shall not be eligible for overtime on a shift exchange.

## 22.2 Illness While on Shift Exchange

Employees who leave work sick while on shift exchange shall be charged their accrued sick leave for the number of hours not worked on the balance of that shift.

# ARTICLE 23 - DISCRIMINATION

23.1 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, national origin, disability, political affiliation, same-sex partnership, gender identity, source of income, veteran status, religion, or sexual orientation. The Union shall, within its scope of discretion and influence, share equally with the City the responsibility for applying this provision of the contract. In recognition of the various State and Federal statutes and rules governing such nondiscrimination standards, the parties agree that no grievances (through Article 18, herein) over any alleged violations of this section 23.1 shall be allowed.

23.2 Under this contract, the reference to the male gender (his, him, he) shall refer to either sex, male or female, except where specifically noted otherwise.

# ARTICLE 24 - STRIKES AND LOCKOUTS

In as much as there are other means, both by law and through this Contract for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

## 24.1 Lockouts

During the term of this contract, the City shall not, as a result of a dispute with the Union, lockout any bargaining unit member. In the event of a violation of the above, the affected employees shall be eligible for reimbursement of all lost wages resulting there from.

## 24.2 Prohibited Activities

Under no conditions or circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of

work, restriction of production or restriction of services while on assigned tour of duty.

In the event of a violation of the above, the City may discipline, including discharge, any individual employee involved in any of the above defined prohibited activities. The foregoing does not preclude an award for damages against the Union as a result of a violation of the above in the event the Union is found not to have taken all reasonable measures at its disposal to prevent and/or end such above defined prohibited activities. For purposes of this Article, assigned tour of duty shall be limited to the specific period of time when the employee is in uniform or acting in a paid capacity on behalf of the City.

## **ARTICLE 25 - UNION USE OF CITY FACILITIES**

### **25.1 Use of City Facilities**

The Union may use, in accordance with established City rules applicable to other groups within the community, City facilities during employee's non-work hours (as defined in this contract) for Union meetings provided such space is available. Requests for use of facilities not available to the public generally shall be in writing from a Union officer, stating the purpose or purposes of the meeting, and shall be approved by the City Manager, or his/her designee. Such meetings shall not be permitted for Union organizing activities or membership drives of City employees.

### **25.2 Bulletin Boards**

The Union may use portions of City bulletin boards or may use its own bulletin boards in areas of fire stations away from public view under the following conditions:

- A. All materials on City bulletin boards must be dated and must identify the Union. In the event that posted materials on City or Union bulletin boards in the opinion of the City interfere with the proper functioning of the City, the City may order the material removed.
- B. The City reserves the exclusive right to determine where City bulletin boards shall be placed and what portion of them are to be allocated to the Union.
- C. If the Union does not abide by the above provisions of 25.2, it will forfeit its right to have material posted on City and Union bulletin boards.

### **25.3 Union Activity During Working Hours**

The parties agree to the primary principle that Union activities will normally be carried on outside of employee duty and working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting of Union notices and distribution of literature which do not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled duty and working

hours, and where such activities are performed without any disruption or interference of employee on-the-job performance, they are authorized; provided, however, that on-duty personnel may not leave their first due response area to perform such activities.

#### 25.4 On-Duty Crew

The on-duty crew at the station where the Union meeting is held shall be allowed to attend that meeting so long as such attendance does not interfere with the performance of their duties.

### **ARTICLE 26 - SAVINGS CLAUSE**

If any article or section of this Contract or any addition thereto should be held invalid by operation of law or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Contract and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **ARTICLE 27 - AMENDMENT PROVISION**

This contract is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the Union where mutually agreeable.

### **ARTICLE 28 - TRANSFERS**

The City shall not reclassify an employee to a classification not in this unit and transfer the employee to a position in any other department other than the Fire Department without notice to the employee and without his or her concurrence.

### **ARTICLE 29 - MILEAGE ALLOWANCE**

Whenever an employee is authorized to utilize his own vehicle in the performance of his official City duties, he shall be compensated at the current City rate.

### **ARTICLE 30 – RETIREMENT**

#### 30.1 Public Employees' Retirement System

For the term of this Agreement the City will continue its participation in the Oregon Public Employees' Retirement System (OPERS) and the Oregon Public Service Retirement Plan



(OPSRP). Said participation includes City payment of established employer contributions. Employer shall also be responsible to pick-up the six percent (6%) employee contribution to PERS and OPSRP. If for any reason the ORS 238.205 or ORS 238A.335 “pick-up” is no longer legally available, the Employer shall on the last payroll period of this agreement increase the wages of bargaining unit members by six percent (6%).

### 30.2 Unused Sick Leave

If permitted by law and OPERS rules, The City will extend the use of accumulated unused sick leave to increase retirement benefits. This will allow 50% of accrued but unused sick leave to be converted to retirement benefits upon retirement.

### 30.3 Deferred Compensation

The City will make a deferred compensation program available to employees who wish to contribute through payroll deductions subject to applicable law and regulations. The City, as the plan sponsor, reserves the right to amend the plan and available investment options consistent with and subject to applicable law and regulations. Prior to the City making a change to an existing provider or adding providers, the City will give notice to the Union and take into consideration the Union’s input.

## **ARTICLE 31 - FAIR LABOR STANDARDS ACT**

31.1 This contract incorporates agreements between the City and the Union on compensation and other matters subject to provisions of the Fair Labor Standards ACT (FLSA) and related regulations of the U.S. Department of Labor. The parties have agreed to wage levels since July 1, 1985, which are expressly intended to minimize employer costs associated with compliance with the Act, particularly with respect to overtime compensation payable for hours worked by emergency operations personnel above fifty-three (53) and less than fifty-seven (57) in the average work week. This reduction is described in Article 31.2 of the 1985-88 contract between the parties.

31.2 It is the intent of the City and the Union that the net reduction in wage rates referred to in 31.1 be a permanent adjustment in consideration of the additional overtime costs and income required by the Act. Accordingly, the City and Union recognize and agree that future comparisons of Salem wages with those paid in comparable jurisdictions should be based on the total monthly income of Salem employees inclusive of overtime pay for three (3) hours in each average fifty-six (56) hour work week.

31.3 If the City should be relieved from its legal obligation to comply with the Act during the term of this contract then the wages in effect on the date the obligation is relieved shall be multiplied by 2.46% to re-establish wage levels which would have been in effect if the City had not become subject to the Act. All other provisions of this contract which are expressly, and specifically, modified by the Act, shall also be changed to re-establish the status quo which existed before July 1, 1985.

## ARTICLE 32 - USE OF ALCOHOL AND DRUGS

### 32.1 Policy

The City considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health, and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

### 32.2 Employee Assistance Program

The City has established an Employee Assistance Program (EAP) at no cost to the employee. The general purpose of the EAP is to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including alcohol and drug abuse that may have an adverse effect on job performance.

### 32.3 Prohibited Conduct

The following conduct is prohibited:

- A. The buying, selling, or providing; or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on City property or in City vehicles or equipment, or during work hours, including paid rest and meal periods.
- B. Being at work under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in City vehicles or equipment at any time, or on City property during work hours, including paid rest and meal periods.
- C. Being at work with a blood alcohol content that reaches or exceeds .02 by weight of alcohol in the blood.
- D. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including paid rest and meal periods.
- E. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any

substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, or during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if his or her urine test indicates 50 or more nanograms THC metabolites/ml.

- F. For purposes of this Article, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).

#### 32.4 Under The Influence

The term "under the influence" of controlled substances including marijuana or alcoholic intoxicants covers not only all the well known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

#### 32.5 Discipline and Other Action

Prohibited conduct described in Section 32.3.A above shall result in termination. Prohibited conduct described in Sections 32.3B, 32.3C, 32.3D and 32.3E, shall result in actions specified in Section 32.8 below.

#### 32.6 Mandatory Testing

- A. Where the City has reasonable suspicion to believe that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the City may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test. The City shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination.
- B. When the employee is notified that he or she is required to consent and submit to such tests, or searches as described in Section 32.10 of this Article, he or she may request the presence of a Union representative to witness the tests or searches. The tests or searches may not be unduly delayed for more than one hour in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.

- C. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, or to search(s) specified in Section 32.10 which require reasonable suspicion, the supervisor must first obtain concurrence from the supervisor's department head or his designee that the information available to the City about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s) or search(s).
- D. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form. The form shall contain the following information:
  - 1. Employee's consent to release test results to the City;
  - 2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
  - 3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
  - 4. The consequences of a positive test for alcohol, including one at or above .02.
  - 5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
  - 6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
  - 7. The consequences of refusing to consent to the blood, urine or breathalyzer test.
- E. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent which also must be positive before concluding the employee has such substance(s) present in their body.
- F. If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than 30 calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the City.
- G. The procedures followed under this Article to obtain, hold and store blood and urine samples and to conduct laboratory tests shall be documented to establish

procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this Policy. The employee shall be notified of the results of all tests conducted pursuant to this Policy.

- H. Nothing in this Article is intended to establish the City's right to conduct random blood or urine testing to detect the presence of alcohol or controlled substances, or to conduct such tests on any basis other than reasonable suspicion as described in Section 32.7 of this Article.

### 32.7 Reasonable Suspicion

For purposes of this Article, "reasonable suspicion" means that there is substantial basis for believing that, more likely than not, an employee possesses or is under the influence of alcohol, or a controlled substance, including marijuana, has .02% or more blood alcohol content, or has a controlled substance, including marijuana, present in the body. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A. A pattern of abnormal or erratic behavior;
- B. Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in prohibited conduct as defined in Section 32.3 of this Article;
- C. Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- D. A work-related accident in conjunction with other facts which determine "reasonable suspicion";
- E. Citing solely an "anonymous tip" does not qualify as reasonable suspicion.

### 32.8 Consequences of Test Results

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Section 32.3 of this Article shall result in no further action against the employee related to an alleged violation of that section. The employee shall be informed of such test results.
- B. If an employee who has not previously committed prohibited conduct specified in Sections 32.3B, 32.3C, 32.3D, or 32.3E is found to have committed such prohibited conduct, the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City. The evaluation will

determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by the doctor, the employee shall enroll in it immediately. Any City payment contribution shall be governed by the Mental Health and Chemical Dependency benefit provisions of the applicable City health insurance plan. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in his or her termination from employment.

- C. If an employee has previously committed prohibited conduct specified in Sections 32.3B, 32.3C, 32.3D, or 32.3E and subsequently is found to have committed such prohibited conduct a second time within three years, he or she shall be terminated. Further, should an employee be found to have committed prohibited conduct within three years following completion of voluntary rehabilitation per Section 32.9, he or she shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three years may be termination but shall be determined on a case by case basis.

#### 32.9 Voluntary Rehabilitation

- A. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the City that the employee submit to any of the tests specified in Section 32.6 of this Article, the employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City. The employee shall enroll in and successfully complete a treatment program recommended by the doctor and any City payment contribution shall be governed by the Mental Health and Chemical Dependency benefit provisions of the applicable City health insurance plan. If the employee fails to complete the treatment program successfully, their employment will be terminated.
- B. If an employee has previously enrolled in voluntary rehabilitative treatment described in subsection A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 32.6 of this Article, then the employee shall immediately submit to a medical evaluation by a doctor selected and paid by the City and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully he or she shall be terminated.

#### 32.10 Searches

- A. The City reserves the right to conduct searches for any reason of City equipment

or facilities generally; and may search anything or area in which the employee has an expectation of privacy (i.e. desk or locker) when the City has reasonable suspicion to believe alcohol, marijuana or other controlled substances may be found.

- B. The City may require an employee to submit to a search of the employee's clothing or personal property when the City has reasonable suspicion to believe alcoholic intoxicants, marijuana or other controlled substances may be found. Refusal by the employee to submit to such a search of his or her clothing or personal property shall result in termination.

#### 32.11 Consequences of Search Results

- A. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 32.3D. The employee shall be informed of such search results.
- B. Searches which reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Sections 32.5 or 32.8B and 32.8C as though a positive blood or confirmed urine test had been administered.

#### 32.12 Supervisor Training

The City recognizes that, in order to administer the standards and procedures set forth in this Article fairly and to minimize the possibility of unwarranted testing and searches, supervisory personnel should receive training in how to recognize and deal effectively with substance abuse in the work place. Accordingly, the City will provide such training to supervisors before the requirements of the Article are implemented and enforced.

#### 32.13 Union Held Harmless

The City agrees to indemnify, defend and save the Union harmless from any and all claims arising solely out of City's acts, errors or omissions in the administration of drug testing and searches conducted pursuant to this Article 32 provided, however, that City shall have no such obligation with respect to claims for which City would be immune if brought directly against City; claims, notice of which is not given by the Union within the time prescribed by ORS 31.275; and claims to the extent they exceed the limits established by ORS 30.270.

### **ARTICLE 33 - HAZMAT RESPONSE TEAM**

### 33.1 HAZMAT Program

The parties recognize the need to have a local capability to respond to hazardous materials (HAZMAT) incidents so as to properly protect the health and safety of the public. It is also understood that standards and regulations governing this field are evolving over time. The purpose of this article is to describe, in general terms, the HAZMAT program's demands upon the bargaining unit.

### 33.2 Protective Equipment

All Personal Protective Equipment (PPE), monitoring equipment and control/decontamination equipment will meet or exceed OR-OSHA adopted standards and testing procedures.

### 33.3 Training

- A. Training for all team members including Hazardous Materials Technicians (HAZTECH) and Hazardous Materials Technician Specialists (TECHSPEC) will meet or exceed the requirements of the Department Public Safety Standards and Training or such other agency as may have jurisdiction.
- B. All costs for required training will be borne by the City in accordance with FLSA provisions and as described in Article 10.

### 33.4 Physical Examinations

Medical surveillance will be conducted in accordance with OAR 437, Division 2 as interpreted and applied by the City's retained Occupational Medicine Physician. All related costs for physical exams, toxicology assessments, lab fees, x-rays and required follow-up activities will be borne by the City.

### 33.5 Shift Release

When necessary to remove a team member from regularly scheduled duty for HAZMAT training, shift relief will be provided.

## **ARTICLE 34 - JOINT LABOR MANAGEMENT COMMITTEE**

The City Fire Management and the Union have established a Joint Labor Management Committee. The committee shall set its own goals. The JLMC shall consist of an equal number of representatives from management and labor. The Local 314 labor representatives shall be selected by the Local 314 Executive Board.



## **ARTICLE 35 – OUTSIDE EMPLOYMENT**

Employees employed other than with the City must, as soon as reasonably practical, advise the City of such employment on forms provided by the City. For purposes of this Article, employment includes all paid employment, ongoing self-employment, volunteer firefighter duties, and reserve law enforcement officer duties. The completed form should be turned in to the employee's supervisor. Such employment must be conducted in accordance with City policy.

## **ARTICLE 36 – UNION/CITY MEETINGS**

36.1 Whenever the City's Fire Chief, Human Resources Director or the President of the Union requests, the City and the Union shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances or on matters affecting employee health or safety. Notice of such topics for discussion shall be exchanged prior to any meeting, and the meetings shall be scheduled at a time mutually convenient to the parties. The number of employees participating shall be restricted to three (3) without loss of pay. More than three (3) employees may participate without loss of pay at the discretion of the City, and four (4) may so attend if no more than one (1) company would be reduced below assigned staffing levels. Either party may refuse to discuss any matter which is the subject of a grievance which has already been filed and has not been finally disposed of as provided in the grievance procedure.

36.2 For the purpose of negotiating a successor agreement, the City will allow not more than four (4) bargaining unit employees to participate without loss of pay. Activities in preparation for negotiations shall not qualify for time off without loss of pay. The Union will provide the names of the employees to the City at least seven (7) days prior to the first negotiation session.

## ARTICLE 37 – TERM OF CONTRACT

This agreement shall remain in full force and effect from July 1, 2016, through June 30, 2019. The parties shall commence negotiations for a successor contract not later than January 15, 2019. The contract shall remain in full force and effect during the period of negotiations. This contract must be signed and dated by all parties.

IN WITNESS WHEREOF the City and the Union have caused these presents to be executed in their respective names by their duly authorized representatives as of this 23 day of August 2016.

CITY OF SALEM, OREGON

LOCAL NO. 314, IAFF

  
Steve Powers, City Manager

  
Bob Livingston, President, Local 314

  
Mike Niblock, Fire Chief

  
Gary West, Vice President

  
Mina Hanssen, Human Resources Director

  
Matthew Brozovich, Secretary/Treasurer

Filed with Amber Mathiesen, Salem City Recorder, on August 23<sup>rd</sup>, 2016.

Received:   
Salem City Recorder

## APPENDIX A

### 02 IAFF 01-Jul-2016 thru 30-Jun-2017 Salary Adjustments:

Fire Apparatus Operator/Engineer - 4%  
Fire Captain - 3.5%  
Firefighter - 4.5%  
Deputy Fire Marshal - 4%

Class Title for 56-Hour/Week:	Pay Grade	Hourly Wage						Monthly Salary					
		1	2	3	4	5	6	1	2	3	4	5	6
Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			23.27	24.50	25.79	27.14			5646.85	5945.33	6258.37	6585.97
Fire Captain..02..1300.52.88	02.C09					31.21	32.85					7573.63	7971.60
Firefighter..02..1100.52.88	02.C10	19.60	20.63	21.72	22.86	24.06	25.33	4756.27	5006.21	5270.72	5547.36	5838.56	6146.75

With 9% EMT-P add \$2.28/hr

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			25.55	26.78	28.07	29.42			6200.06	6498.54	6811.58	7139.18
Firefighter..02..1100.52.88	02.C10	21.88	22.91	24.00	25.14	26.34	27.61	5309.47	5559.42	5823.93	6100.57	6391.77	6699.95

For OT rate = 52.88 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			36.96	38.92	40.97	43.11						
Fire Captain..02..1300.52.88	02.C09					49.58	52.18						
Firefighter..02..1100.52.88	02.C10	31.13	32.77	34.50	36.31	38.22	40.24						

For OT rate with 9% EMT-P (\$3.62) = 52.88 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			40.58	42.54	44.59	46.73						
Firefighter..02..1100.52.88	02.C10	34.75	36.39	38.12	39.93	41.84	43.86						

Class Title for 40-Hour/Week:

Deputy Fire Marshal	02.C93	32.03	33.98	36.04	38.19	40.81	42.85	5551.87	5889.87	6246.93	6619.60	7073.73	7427.33
EMS/Training	02.C99					45.99	48.75						

**02 IAFF**  
**01-Jul-2017 thru 30-Jun-2018**  
**Salary Adjustments:**

Fire Apparatus Operator/Engineer - 4%  
 Fire Captain - 3%  
 Firefighter - 5%  
 Deputy Fire Marshal - 4%

Class Title for 56-Hour/Week:	Pay Grade	Hourly Wage						Monthly Salary					
		1	2	3	4	5	6	1	2	3	4	5	6
Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			24.20	25.48	26.82	28.23			5872.53	6183.15	6508.32	6850.48
Fire Captain..02..1300.52.88	02.C09					32.14	33.84					7799.31	8211.84
Firefighter..02..1100.52.88	02.C10	20.58	21.66	22.80	24.00	25.27	26.60	4994.08	5256.16	5532.80	5824.00	6132.19	6454.93

With 9% EMT-P add \$2.39/hr

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			26.59	27.87	29.21	30.62			6453.48	6764.09	7089.26	7431.42
Firefighter..02..1100.52.88	02.C10	22.97	24.05	25.19	26.39	27.66	28.99	5575.02	5837.10	6113.74	6404.94	6713.13	7035.88

For OT rate = 52.88 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			38.44	40.48	42.60	44.84						
Fire Captain..02..1300.52.88	02.C09					51.05	53.75						
Firefighter..02..1100.52.88	02.C10	32.69	34.41	36.22	38.12	40.14	42.25						

For OT rate with 9% EMT-P (\$3.80) = 52.88 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			42.24	44.28	46.40	48.64						
Firefighter..02..1100.52.88	02.C10	36.49	38.21	40.02	41.92	43.94	46.05						

**Class Title for 40-Hour/Week:**

Deputy Fire Marshal	02.C93	33.31	35.34	37.48	39.72	42.44	44.56	5773.73	6125.60	6496.53	6884.80	7356.27	7723.73
EMS/Training	02.C99					47.37	50.21						

**02 IAFF**  
**01-Jul-2018 thru 30-Jun-2019**  
**Salary Adjustments:**

Fire Apparatus Operator/Engineer - 3%  
 Fire Captain - 3%  
 Firefighter - 5%  
 Deputy Fire Marshal - 4%

Class Title for 56-Hour/Week:	Pay Grade	Hourly Wage						Monthly Salary					
		1	2	3	4	5	6	1	2	3	4	5	6
Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			24.93	26.24	27.62	29.08			6049.68	6367.57	6702.45	7056.75
Fire Captain..02..1300.52.88	02.C09					33.11	34.85					8034.69	8456.93
Firefighter..02..1100.52.88	02.C10	21.61	22.75	23.94	25.20	26.53	27.93	5244.03	5520.67	5809.44	6115.20	6437.95	6777.68

With 9% EMT-P add \$2.51/hr

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			27.44	28.75	30.13	31.59			6659.67	6977.56	7312.44	7666.74
Firefighter..02..1100.52.88	02.C10	24.12	25.26	26.45	27.71	29.04	30.44	5854.02	6130.66	6419.43	6725.19	7047.94	7387.67

For OT rate = 51.32 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			40.80	42.95	45.21	47.60						
Fire Captain..02..1300.52.88	02.C09					54.19	57.04						
Firefighter..02..1100.52.88	02.C10	35.37	37.24	39.18	41.25	43.42	45.71						

For OT rate with 9% EMT-P (\$4.11) = 51.32 hrs/week

Fire Apparatus Operator/Engineer..02..1250.52.88	02.C50			44.91	47.06	49.32	51.71						
Firefighter..02..1100.52.88	02.C10	39.48	41.35	43.29	45.36	47.53	49.82						

**Class Title for 40-Hour/Week:**

Deputy Fire Marshal	02.C93	34.64	36.75	38.98	41.31	44.14	46.34	6004.27	6370.00	6756.53	7160.40	7650.93	8032.27
EMS/Training	02.C99					48.79	51.72						

## APPENDIX B

Memorandum of Agreement  
By and Between  
The City of Salem, through its Police Department and Fire Department,  
And the  
Salem Police Employees' Union  
And the  
Salem Professional Fire Fighters, IAFF Local 314

### Re: SWAT Medics

This agreement is between the City of Salem (City), by and through its Police Department (SPD) and Fire Department (SFD), and the Salem Police Employees Union (SPEU) and the Salem Professional Fire Fighters, International Association of Fire Fighters, Local 314 (Local 314), both unions representing employees of their respective departments in the City of Salem. This agreement is made with the purpose of delineating responsibility, expectations, limitations, liability protections and identifying protocols in relation to the paramedic members (SWAT medic) of the Salem Police Special Weapons and Tactics (SWAT) Team.

### Terms and Conditions

#### 1. RECOGNITION

SWAT medics are employees of the SFD. SWAT medics are represented by the collective bargaining agreement of Local 314. The SWAT medics shall be governed by the policies and procedures of the SFD, the Operational Guidelines of the SWAT team, specific SPD Directives which are identified below in this agreement, the Collective Bargaining Agreement between the City and Local 314, and the City Personnel Rules. SWAT medics perform the duties of both police officers and fire medics when operational with the SWAT team, the police officer duties they perform is SPEU work. Due to SWAT medics' special training, knowledge and expertise, all parties to this agreement believe that it is in the best interest of the City and SPD/SWAT team involved employees to have specially trained SWAT medics as part of the SWAT team for the safety and health of the SWAT team and the City.

#### 2. AUTHORITY

The SWAT medics shall be sworn reserve police officers of the SPD. SWAT medics will have Reserve Police Officer authority only when they are deployed as a SWAT medic and are under control of the SPD SWAT command. The SWAT medics have no police powers at any other time while on or off duty.

Once a SWAT medic is no longer a member of the SPD SWAT Team, their Reserve Police Officer commission is automatically rescinded and the former SWAT medic shall immediately return all equipment, badges and identification related to the SPD SWAT team and their former status as a Reserve Police Officer.

3. TRAINING

Training will be conducted by the City, through the SPD SWAT team. Records of the training will be kept at the SPD for all personnel associated with the team. If at any point in the future the Department on Public Safety and Standards (DPSST) requires a certification process for reserve police officers, the City, through SPD will be responsible for filing the appropriate paper work and reporting the appropriate training for the SWAT medics.

At least once every calendar year, training will be provided to the SWAT medics on the following Salem Police Department Directives:

Policy 4.01 II.	Legal Justification
Policy 4.01, XV.	Use of Force
Directive 4.02	Emergency Vehicle Operation
Directive 4.12	Traumatic Incidents
Directive 4.13	Line of Duty Death
Directive 4.14	Police Incidents Involving Death or Life
	Threatening Injuries
Directive 5.01	Firearms Training
Directive 5.02	Arrest and Transport of Prisoners
Directive 5.03	Use of Weapons
Rules of Conduct	Applicable sections

Other annual training provided to the SWAT medics at least once per calendar year will include Oregon Revised Statutes on Use of Force and Emergency Vehicle Operation. Additionally, training will be provided to the SWAT medics on current applicable court decisions in relation to detention, arrest, and searches that would apply to the tasks SWAT medics are assigned or could be involved in. At least once per calendar year appropriate training in Defensive Tactics and at least four (4) times per calendar year appropriate firearms training will be provided to the SWAT medics by the SPD. Additional training for the SWAT medics will be provided at the discretion of the City.

4. COMPLAINTS

Complaints of misconduct against SWAT Medics while they are operational with the SWAT team will be dealt with in the same way that any complaint of misconduct against a SPD employee would be dealt with. Therefore, SWAT medics involved in misconduct complaints relating to their SWAT medic duties will be investigated in accordance with SPD misconduct complaint policies. However, final decisions on discipline of SWAT medics will be made by the Fire Chief after consultation with the Police Chief.

5. USE OF DEADLY FORCE

In the event a SWAT medic is involved in an officer involved shooting (OIS) or the use of deadly force during a SWAT operation, the SWAT medic shall be treated the same by the City as would a full time sworn police officer. This would include the protocol established in Directive 4.14, legal representation by the City of Salem for actions in the course and scope of their assignment, and offering of Trauma Team services. This will



also include representation by the SPEU, in conjunction with Local 314, during any investigation related to the OIS or use of force incident. Close coordination between the SPD, SFD, SPEU and Local 314 will take place to meet the needs of the SWAT medic in these situations.

6. LEGAL DEFENSE INSURANCE

The City agrees to provide the PORAC Legal Defense Insurance plan for the SWAT medics as set forth at Section 33 (C) of the SPEU collective bargaining agreement.

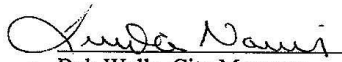
7. SELECTION PROCESS

The City will conduct the testing for SWAT medic positions and create an eligibility list, as outlined in SFD SOG #1.4.05 and the SWAT Team Operational Guidelines. The background investigation will include, among other things, a CCH and LEDS check to ensure that the SWAT medic applicant is not prohibited from carrying a firearm.


Once selected and assigned to be a SWAT medic, if performance deficiencies are identified with any SWAT Medic, efforts will be made by the SWAT team leadership and SPD to correct the deficiency. Notice of performance deficiencies of a SWAT medic will also be given to the Fire Chief and Local 314. If the appropriate performance deficiency correction is not made by the affected SWAT medic the City, through coordination between the Chief of Police and Fire Chief, may remove the SWAT medic from the SWAT team.

It is agreed this 8 day of Nov, 2006.

On behalf of the City of Salem

  
for Bob Wells, City Manager


On behalf of the Salem Police Department

  
Gerry Moore, Police Chief


On behalf of the Salem Fire Department

  
Mike Knode, Fire Chief

On behalf of IAFF, Local 314

  
Ray Murray, President

On behalf of the Salem Police Employees Union

  
Craig Stojek, President



## APPENDIX C

MEMORANDUM OF AGREEMENT  
(MOA)  
Between the  
Salem Professional Fire Fighters, IAFF Local 314  
and the  
City of Salem

**COPY**

CITY OF SALEM  
HUMAN RESOURCES

2011 FEB 7 AM 10 54

RECEIVED

Under Article 4.4 (I), there is a 40-hour "cap" on holiday bank hours.

Some City employees represented by IAFF, Local 314 have holiday hours in excess of the "cap" listed Article 4.4 (I). Those employees include: Bob Livingston (520 hours), Sean Mansfield (244.75 hours), Rand Breitbart (119 hours) and John Stroebel (40.75 hours).

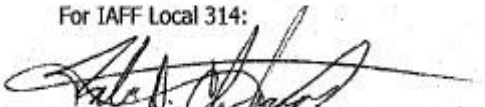
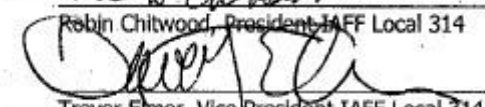
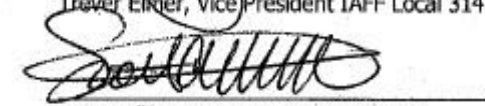
In order to reduce the impacts to both the City and IAFF represented employees, the parties agree to allow those employees with current holiday hours over the 40-hour cap to keep those hours in accordance with this MOA.

Now therefore, the parties agree as follows:


1. The current balances for represented employees Livingston (520 hours), Mansfield (244.75 hours), Brietbach (119 hours), and Stroebel (40.75 hours) will not be subject to the 40-hour limit and they will be allowed to carry these current balances until termination of employment or cashed out sooner, at the employee's discretion.
2. Any holiday hours earned after the date of this MOA, which are in excess of the current levels stated in paragraph two will be subject to cash out until such time as the employee's holiday leave balance is below the 40-hour cap.
3. The rate of pay for employee Livingston to cash out his holiday time shall be at the hourly rate of \$28.22, for Mansfield it is \$38.06, Brietbach is \$43.80, and Stroebel is \$38.06.
4. Salem Professional Fire Fighters, IAFF Local 314 and the City of Salem agree that this shall be a one-time exception to the issue and shall have no precedential effect on the parties.
5. This Memorandum of Agreement shall terminate effective immediately after the termination of employment (voluntary quit, retirement, just cause dismissal) of the last employee named above.

IT IS AGREED THIS 3<sup>rd</sup> day of February 2011.

For IAFF Local 314:

  
Robin Chitwood, President IAFF Local 314  
  
Trevor Elmer, Vice President IAFF Local 314  
  
Scott Miller, Secretary IAFF Local 314

For the City of Salem:

  
Mike Niblock, Fire Chief  
  
Constance L. Munnell, Human Resources  
Director  
  
Joel Kuhl, Labor Relations Administrator