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AGREEMENT BETWEEN

THE CITY OF OREGON

AND THE

OREGON PROFESSIONAL FIREFIGHTERS

IAFF LOCAL UNION 4093



Effective: July 1, 2014
Expiration: June 30, 2017

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AGREEMENT

This agreement made and entered into this 1st day of July, 2014, and expires effective June 30th, 2017, by and between the City of Oregon, 5330 Seaman Road, Oregon, Ohio, hereinafter called the "City" or "Administration" and the Oregon Professional Firefighters IAFF Local Union 4093, hereinafter called the "Union" or "members" who are full time Fire Officers I & II.

One (1) twenty-four (24) hour tour of duty followed by forty-eight (48) hours off shall be referred to as a "Shift". One (1) eight (8) hour tour of duty shall be referred to as a "Day".

For purposes of this Agreement, the terms Union member, member, employee, firefighter, fireman, fire officer, medic, and paramedic shall be used interchangeably unless otherwise specified. Fire Officer I and Fire Officer II shall also be general references to firefighters, except regarding probation and wages.

RECOGNITION

The City of Oregon recognizes the Oregon Professional Firefighters IAFF Local Union 4093 as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment.

ARTICLE I - MANAGEMENT RIGHTS

Section I - Rights

Except to the extent expressly abridged by specific articles and sections of this Agreement, the Employer reserves, retains and possesses all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

- A. To determine the location and number of facilities;
- B. To determine and manage its facilities, equipment, operations, programs and services;
- C. To manage and direct its employees, including the right to select, hire, assign, promote, transfer, or discipline employees (as covered in this Agreement);
- D. To determine the size and composition of the work force;
- E. To issue work orders and rules of work standards, and govern employee conduct;
- F. To utilize personnel methods and means in the most appropriate and efficient manner;
- G. To determine the hours of work and work schedule of employees. Changes involving work schedules will be discussed prior to the change with affected employees;
- H. To take all necessary and specific action during emergency operational situations;
- I. To introduce changes in programs, methods or facilities;
- J. To determine the management organization, including the selection, retention and promotion to positions not within the scope of this agreement;

- K. To determine equipment required and necessary to perform work related activities.
- L. To relieve employees from duty because of austerity programs consistent with provisions herein.

Section II - Recognition

The bargaining agent recognizes the inherent management rights possessed by the Employer. To the extent that the above rights are abridged expressly by specific articles and sections of this agreement, alleged violations are subject to the grievance procedure herein.

ARTICLE II - SAVINGS CLAUSE

Section I - Invalid Provision, Remainder In Effect

Should any part of this Agreement or provision contained herein be declared invalid by operation of State or Federal Law, existing or promulgated in the future, or by a tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly, if required, for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE III - NO STRIKE / NO LOCKOUT

Section I - No Work Stoppage

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement.

ARTICLE IV - NON-DISCRIMINATION

Section I - Equality Without Discrimination

The provisions of this agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

Section II - Non-Discrimination for Union Activities

No Administrative member or representative of the City shall discriminate against any member because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this agreement.

ARTICLE V - BULLETIN BOARDS

Section I - Union Activities and Information

The Administration will maintain and allow for suitable bulletin boards for members, at each location where members may be quartered. These may be used by the Union for information concerning Union activities.

ARTICLE VI - WAGES

Section I – Pay Steps

All employees in the classification of Fire Officer I and II shall be paid according to the following step pay plan: **FULL-FIRE FIREFIGHTERS**

ANNUAL WAGE RATES			
EFFECTIVE DATES	07/01/16	07/01/15	07/01/14
FIRE OFFICER I			
	BASED ON 40 HRS PER WEEK		
STEP 1	\$56,900.48	55,512.60	54,026.96
STEP 2	57,737.68	56,329.52	54,822.04
STEP 3	58,574.10	57,145.40	55,616.08
STEP 4	59,449.00	57,998.98	56,446.52
STEP 5	60,362.12	58,889.74	57,313.62
FIRE OFFICER II			
	BASED ON 50 HRS PER WEEK		
STEP 1	\$58,134.44	56,716.40	55,198.52
STEP 2	61,751.56	60,245.38	58,632.86
STEP 3	64,958.14	63,373.70	61,677.46
STEP 4	70,737.94	69,012.58	67,165.54
STEP 5	71,036.42	69,303.78	67,448.94
STEP 6	71,371.30	69,630.60	67,766.92
STEP 7	71,707.74	69,958.72	68,086.46
STEP 8	72,043.40	70,286.32	68,405.22
STEP 9	72,341.36	70,577.00	68,688.10
STEP 10	74,211.80	72,401.68	70,463.90
FIRE OFFICER II			
	BASED ON 40 HRS PER WEEK		
STEP 1	\$58,133.66	56,715.88	55,197.74
STEP 2	61,751.04	60,244.86	58,632.60
STEP 3	64,957.88	63,373.70	61,677.72
STEP 4	70,737.94	69,012.58	67,165.54
STEP 5	71,036.68	69,304.04	67,448.94
STEP 6	71,371.56	69,630.86	67,767.18
STEP 7	71,707.74	69,958.72	68,086.20
STEP 8	72,043.40	70,286.32	68,405.22
STEP 9	72,341.62	70,577.00	68,688.36
STEP 10	74,211.80	72,401.94	70,464.16

CONTRACT PERIOD IS FROM 7/01/2014 - 6/30/2017

Section II – Anniversary Date

For any firefighter employed prior to April 1, 1994, April 1 shall be their anniversary date for the purpose of this step plan. All firefighters hired after that date shall be promoted to the next pay range on the anniversary of the date they were hired.

Section III – Full Time Pay

Full-time Firefighters' pay is set forth in Article VI of this agreement.

ARTICLE VII SEVERANCE PAY

Section I - Payment of Accumulated Time

Upon retirement, death, resignation or discharge, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay, overtime pay and compensatory time due and owed to them as of their last date of employment. This will include payment of sick time as detailed in Article XI Sick Leave Conversion, Section I. In case of death, such payments shall be made to the employee's estate or designated survivor.

ARTICLE VIII - HOURS

Section I – Shift Hours

Firemen working shift shall average fifty (50) hours per week with those working the twenty-four (24) hours on and forty-eight (48) hours off receiving six (6) Kelly hours per week.

Section II – Non-Shift Hours

Non-shift Union firefighters shall work forty (40) hours per week.

Section III – Shift Bid

Shifts shall be bid by seniority every year between September 1 and September 15, and prior to Kelly Day sign up. Final shift assignments shall be made at the discretion of the Fire Chief.

Section IV – Schedule Changes

Administration will make every effort to schedule shift changes no later than seven (7) days in advance of the required or requested schedule change, not including those caused by emergency situations, call off due to sick time or injury, or call off due to hardship (funeral leave, emotional stress, etc...).

ARTICLE IX - OVERTIME

Section I – Overtime Pay Rate

Overtime shall be paid at the rate of one and one half (1-1/2) hours times their regular rate for each hour worked over forty (40) hours in one (1) work week or for shift workers working beyond or in addition to their shift. For the purpose of overtime, the hourly rate shall be based on the forty (40) hour work week.

Section II – Compensatory Time Off

Instead of cash payment for overtime, an employee may take compensatory time off at a rate of one and one half (1-1/2) hours compensatory time for each hour of overtime worked. The employee must make his selection to take compensatory time prior to the submission of the payroll for the period when the overtime was earned. The above selection shall be made in writing on a form provided by the employer and shall be submitted to the back office in person or phone prior to the submission of the payroll for the period when the overtime was earned. The amount of compensatory time an employee may accumulate shall not exceed 240 hours.

Compensatory time off may be used only after all vacation and Kelly Days are used or scheduled. Forty-eight (48) hour carryover time will be considered to be scheduled time. You cannot exchange compensatory time for scheduled vacation time.

Some Compensatory Time may be accumulated to be carried over into the next year; the maximum amount not to exceed forty (40) hours for non-shift employees, and fifty (50) hours for shift employees.

Compensatory Time off, in excess of the maximum allowed to carry over, must be used prior to December 1st of the year in which it was earned. Compensatory Time, in excess of the

maximum allowed to carry over, not used or scheduled, shall be paid. Any scheduling off of compensatory time will be subject to the approval of the Fire Chief.

An employee may request payment for unused compensatory time at any time. Time so requested in writing shall be paid in a separate check on the next regular payday. Compensatory time shall be granted as long as manpower is available to fill the time and does not necessitate an overtime situation.

Any compensatory time earned after December 1st and through December 31st may be carried over into the next year.

Section III - Overtime Eligibility

Firefighters shall be eligible to work overtime anytime they are off duty provided they are not off sick. They may work overtime on their own shift provided it is a normally scheduled day off and has been on the master schedule for longer than 15 days. Overtime will be filled by the lowest man (hours) on the seniority list who is eligible to work. A running list will be continued from year to year. The City will attempt to equalize overtime to the extent practical. No overtime will be charged for Holiday Pay worked. If someone refuses to work the overtime, the firefighter coming off shift with the lowest seniority can be forced to work until the lowest man on the seniority list who is eligible to work is contacted and forced into work. Union members may work overtime while on vacation or Kelly Day, but will be charged the vacation time or Kelly Day and paid overtime for working. Any member who desires to be called in for overtime while on vacation, or while on a Kelly Day shall notify the Administrative Office on the forms provided, every Monday morning by 9:00 a.m. for the week they are available for call in.

Failure to notify the Administrative Office as stated above shall render the member ineligible for overtime during that vacation period or while on a Kelly Day.

Section IV – Vacation Period

For the purpose of this agreement, a vacation period shall begin at the close of the last regular scheduled work day and end at the beginning of the next regularly scheduled work day and include all days in between.

Section V – Mandatory Training

All mandatory training shall be done either on duty or overtime. Scheduling to be at management's designation. All Continuous Education (CE) training shall be scheduled at management's discretion WITH collaboration of the individuals to be scheduled.

For all mandatory training done off duty, each member shall be compensated one half (½) hour additional time for travel and wear and tear on their vehicle at the 40 hour rate. Also, the ½ hour additional time for travel will be paid and cannot be used as comp time.

Section VI - New Firefighter – Overtime Credit

New firefighters will be credited the same number of overtime hours as the person with the highest amount of overtime. They will then be available for call in to work any job they are trained for.

ARTICLE X - SICK LEAVE

Section I - Hours/Days per Month

Firefighters shall be granted one and one fourth (1-1/4) days ten (10) hours sick leave for each month of service with the City. Sick leave shall not exceed fifteen (15) days per calendar year for a total without limit.

Section II – Rate Deducted - Shift

In the event sick leave is granted to a firefighter working shift, hours shall be deducted from his accumulated sick leave at a rate of twenty-one (21) hours for each twenty-four (24) hour shift taken off.

Section III – Rate Deducted – Non-Shift

Firemen working days will be charged one hundred (100) percent of sick leave usage except when working shift where the provisions in section two (2) above will apply.

Section IV - Personal Days

As scheduling permits and without creating overtime, Firefighters may take up to twenty-four (24) hours each year as personal days. Firefighters normally employed on a forty-hour per week basis may take up to eight (8) hours per year as personal time. Any personal days so taken are deducted from sick leave. This time may be taken in eight (8), sixteen (16), or twenty-four (24) increments. Personal days shall not be counted as sick leave taken for purposes of calculating bonus vacation time.

Section V – Excess Sick Leave

After twenty-seven (27) days (9 shifts) off on sick leave, used sick time will be deducted at the rate of forty (40) hours per week.

ARTICLE XI - SICK LEAVE CONVERSION

Section I - Cash Out on Retirement

All employees with a date of hire on or before September 1, 2000 shall be entitled to a cash out of one-half (1/2) of all accrued and unused sick leave at the time of retirement, disability retirement, or death calculated at an hourly rate of forty (40) hours per week. Employees hired after September 1, 2000 shall be allowed to cash out one-half (1/2) of accrued and unused sick leave at the time of retirement, disability retirement, or death up to a maximum of one-hundred twenty (120) days, resulting in a maximum of sixty (60) days cashed out (480 hours). Only sick leave earned while employed with the City of Oregon is eligible for cash out.

Section II - Administrative Policy (Appendix A)

Please see attached Appendix A, Employee Termination Pay Policy, Administrative Policy #25, dated April 15, 1997 and attached form.

ARTICLE XII - HOLIDAYS

Section I - List, Dates, and Policy

The following days shall be considered holidays with pay for all full-time firefighters:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Good Friday - Between the hours of 12:00 Noon and 5:00 P.M. (4 hours)	Friday before Easter Sunday
Memorial Day	According to State Statutes
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Day before Christmas	December 24th
Christmas Day	December 25th
Day before New Year's Day	December 31st

Providing that the employee works or is paid on a paid leave, the regularly scheduled working days immediately preceding and immediately following the holiday. This section shall not be construed to change or affect working schedules established for firefighters working shift. Employees working shift shall receive an extra day off with full compensation for each holiday. In addition, firefighters working shift who are scheduled to work and who actually work on any of the foregoing holidays shall be paid an additional eight (8) hours of holiday pay at the overtime rate. Compensatory Time cannot be taken in lieu of Holiday Pay. Any firefighter

called to work overtime on a holiday shall receive pay at one and one half (1-1/2) times the normal hourly rate. In addition, he/she shall receive the eight (8) hours additional holiday pay.

In the event more than one firefighter works the overtime on the holiday, they each shall receive one and one half (1-1/2) times their normal hourly rate and the additional holiday pay shall be pro-rated to give each firefighter four (4) hours additional straight pay for each eight (8) hours worked. Should there be more than three (3) holiday call-ins in any year then the eight (8) hour Holiday Bonus provision shall be subject to renegotiation.

Employees will not be considered to have worked such regularly scheduled working days preceding or following a holiday if on sick leave unless excused upon presentation of inability to work by a duly licensed physician.

ARTICLE XIII - UNIFORM ALLOWANCE

Section I - Equipment, Maintenance Pay, Replacement

The city will provide to all employees all necessary equipment and uniform items in accordance with Appendix E of this agreement. Each employee may obtain by purchase, through the department or through reimbursement to the employee, any necessary equipment, up to a maximum of eight hundred dollars (\$800.00) per year of the contract. Any unused balance may be carried forward to the next contract year to purchase necessary equipment. Any remaining balance at the termination of the contract term shall be forfeited.

In addition, each employee will receive three hundred and fifty dollars (\$350.00) per agreement year, payable in the first pay period in December, for equipment and uniform maintenance.

Section II – Uniform on Duty

All employees shall be in proper uniform as designated by the Fire Chief while on duty unless excused. Each employee will be responsible, personally and financially, to ensure that uniforms worn be presentable and meet the required standards.

Section III - Damage

Any clothing damaged beyond repair while on duty shall be replaced by the City. It is the responsibility of the firefighter to notify the Fire Chief immediately by phone or in person of such damage. All clothing must be ordered within fourteen (14) calendar days of notifying the Fire Chief. In the event of a dispute whether or not this section applies, the decision of the Fire Chief shall be final.

Section IV – Glasses and Contacts

Any eye glasses or contact lenses lost or damaged while on duty shall be replaced by the City. It is the responsibility of the firefighter to notify the Fire Chief immediately by phone or in person of such damage. All eye glasses or contact lenses must be ordered within fourteen (14) calendar days of notifying the Fire Chief. In the event of a dispute whether or not this section applies, the decision of the Fire Chief shall be final.

ARTICLE XIV - VACATION BONUS

Section I – Bonus Days

The employer shall grant vacation bonus or pay in lieu of the day to each employee as a bonus for his/her unused sick leave days during each current year totaling more than seven (7). Employees who have earned sick benefits in the previous year shall be granted vacation bonus as follows:

<u>Days of Annual Unused Sick Leave</u>	<u>Bonus Days</u>
15	5
14	5
13	4
12	3-1/2
11	3
10	2-1/2

None of the paid days are from the employee's accumulated sick leave total.

Section II - Grace

Employees working shift will be granted a one (1) shift grace before losing bonus days, upon the first occurrence. The time missed on the first occurrence shall be added to the employee's accumulated sick leave and reflected in the scale for all additional time off.

ARTICLE XV - MEDICAL FRINGE BENEFITS

Section I – Drug Card

The Employer shall continue to provide a deductible family Prescription Drug Card with a ten dollar (\$10.00) deductible per prescription for generic drugs and a twenty dollar (\$20.00) deductible per prescription for non-generic drugs for each employee. The City may also offer an option to employees.

Section II – Program Premiums

The Employer shall continue to provide through a reputable carrier or self funded trust, hospitalization, optical and dental at least that level of medical care coverage and surgical benefits as in effect July 1, 1993. The City may also offer a comprehensive plan designed with lower limits as an option to employees. Effective 1/1/06, the cost of health care premium expenses shall be paid 90% by the employer and 10% by the employee. The employee share shall not exceed \$100.00 per month for a family plan or \$50.00 per month for a single plan. Effective 1/1/07, the cost of health care premium expenses shall be paid 90% by the employer and 10% by the employee (no caps).

Section III – Union Member Pay

As of July 1, 2000, the city will pay each Union member \$100.00 per year payable on the first pay day in July for each year of the agreement in lieu of the doctor visit co-pay.

Section IV – Opting to Not Participate

If a city employee opts not to participate in an employer offered health plan coverage for a period of 12 consecutive months, such employee shall receive a yearly bonus of \$750. (This bonus applies to single coverage or family coverage.) Evidence of other coverage shall be required, and the request to opt-out must be made in writing by the employee.

This bonus shall only be paid after the employee has not received city health insurance coverage for a period of 12 consecutive months normally beginning January 1 and ending December 31. No payment will be made to an employee who opts not to take city health insurance for less than a period of 12 consecutive months except when an employee leaves the city in good standing. In that situation, their yearly bonus will be pro-rated and paid with said employee's termination pay.

If a qualifying event (i.e. marriage) occurs mid-year and a city employee elects out of health insurance coverage, the yearly bonus will be pro-rated for the remaining months of the year.

Section V – Health Care Cost Containment and Advisory Committee

For the purpose of exploring options to maximize the benefits received and the dollars spent for medical and life insurance, a City of Oregon Health Care Cost Containment and Advisory Committee will be formed, see Appendix F.

ARTICLE XVI - VACATION

Section I – Weeks for Years of Service

Employees shall be entitled to the following vacation schedule:

<u>After years of service:</u>	<u>Week of vacation</u>
1	2
5	3
10	4
15	5
20	6

Section II – Shift – Hours for Years of Service

Employees working shift shall be entitled to the following:

<u>After years of service:</u>	<u>Week of vacation</u>
1	100 Hrs.
5	150 Hrs.
10	200 Hrs.
15	250 Hrs.
20	300 Hrs.

Section III – Calendar Sign Up

Vacation Calendar Sign up will be done in the following manner:

(1) Within the first week of November, all firefighters assigned to shift will sign up for all their Kelly Days. The firefighters assigned to the 40 hour workweek will sign up for 40 hours of Kelly Time. If for some reason they do not earn 40 hours of Kelly Time, this time will be deducted from vacation time.

(2) After completion of the above, all firefighters will sign up for at least one half (½) of their earned vacation and bonus time per seniority. This round should be completed by December 1st.

(3) As of December 15th all Holiday time and remaining time must be signed up for except 48 hours which may be carried over into the next year, this round will be done by seniority.

(4) Once a firefighter receives the vacation calendar to sign up for time off, all time signed up for by all previous firefighters shall be considered approved. Vacation sign-up shall be done by seniority and all firefighters must return the sign-up sheet to the department within three working days.

(5) After all regular paramedics have signed up for Kelly days, vacation, holiday and bonus time, the sign-up calendar will be given to the most senior eligible back-office paramedic to choose one day per week to work a twenty-four hour shift. The calendar will then be given to all remaining paramedics by seniority to pick one shift per week. After all paramedics have chosen their twenty-four hour shifts, all remaining time shall be filled in by management. Scheduling errors shall not be grievable.

ARTICLE XVII - FUNERAL LEAVE

Section I – Paid Leave Granted

In the event of a death in the immediate family, a Union member/employee will be granted three (3) eight (8) hour days leave of absence or one (1) twenty-four (24) hour shift leave of absence with pay. It is required that the employee actually attend the funeral in order to make use of funeral leave.

Section II – Immediate Family / Travel

In the event of death in the immediate family, the immediate family shall be considered to be a father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother, step-father, grandchild, grandparent or other close relative living in the same household. If a death of a member of an immediate family occurs in another City at a distance which requires travel thereto for the greater part of a day, the employee will be granted a five (5) day leave of absence with pay. One (1) day absence with pay shall be allowed any such employee attending the funeral of a step parent, step child, aunt, uncle, sister-in-law, brother-in-law, who are not living in the same household. Notification of circumstances permitting a leave of absence under the provisions of this section shall be given to the Fire Chief prior to absence from duty. The Chief may require proof of the facts and circumstances claimed to entitle an employee to such leave of absence.

Section III – Travel Distance

It has been determined by the parties that traveling the greater part of a day would be equal to 250 miles or more. It is expected that an employee would use interstate highways and

the most direct route to travel to a City 250 miles or more from Oregon. In the event of a dispute, the parties agree to use the American Automobile Association to determine the most direct route.

Section IV – Supplement with Sick Leave

Employees may use sick leave to supplement funeral leave and where no sick leave is available, vacation may be used.

ARTICLE XVIII - LEAVE OF ABSENCE

Section I - Military Leave

An employee who is called into military service shall be placed on an approved leave of absence during the initial tour of duty. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave.

Section II - Maternity Leave

A female employee of the City who has six (6) months of seniority shall be granted Maternity Leave beginning sixty (60) calendar days prior to the expected date of delivery. The employee shall have the option of taking one-half (½) of her available maternity leave days prior to delivery and one-half (½) of her maternity leave days after delivery. The employee's medical and life insurance shall continue to be paid by the City for the duration of her maternity leave. In the event the employee does not desire to go on leave at that time, she shall furnish the City with a statement from her attending physician indicating that the employee has the physician's approval to continue working. The employee may return to work any time after the delivery of the child providing approval of her physician.

If the employee has not taken more than a total of one hundred twenty (120) calendar days of Maternity Leave either before or after the delivery date, then she shall be returned to her former position. In the event the employee desires more leave, she shall apply for such additional time as a "Leave of Absence".

The employee shall be entitled to use as much of her accumulated sick pay as she desires, and shall only be placed on Leave of Absence as provided herein when she is not being paid as provided above.

ARTICLE XIX - WORK RULES

Section I – Change with Notice

No changes in the current standing rules shall be made without notice of same to a representative of the Union. The Union may request a consultation with the Chief concerning any rule change. Neither a request for consultation nor any defect in notice shall invalidate the rule.

Section II - Fundraising

Firemen shall not be required to solicit for any fund raising activities either for profit or non-profit, while on duty.

Section III – Review of Personnel File

Firefighters shall be allowed to review their Personnel File any time they feel a need to do so. They will do so by stating in writing to the Chief or in his absence the Assistant Chief and they will allow your review as soon as possible but not more than three (3) days excluding weekends and holidays. Any record of reprimand or suspension cannot by law be destroyed. Those reprimand or suspension records will be removed from the file on the following schedule:

Verbal Reprimands	1 year from date of last repetitious behavior
Written Reprimands	1 year from date of last repetitious behavior
Time Off	2 yrs. from date of last repetitious behavior

In addition, firefighters shall receive a copy of any additions to their file at the time they are entered. In the event a firefighter is to be disciplined or reprimanded it shall be done in a reasonable time after the Chief's knowledge of the event.

Section IV – Attendance at Part-Time Drill / Business Meetings

Attendance at Part-time Fire Department drills is not required except at special drills upon order of the Fire Chief. Drill credit will be given to any paramedic attending the above special drills. Paramedics will not receive credit for attending regular drills while on duty. Attendance at Business Meetings shall not be required and no credit will be given for any Business Meetings attended.

Section V - Trades

Members may be allowed to trade time with other members capable of performing their duties as long as it does not necessitate any overtime. All trades will be paid back in thirty (30) days except for unusual circumstances which would allow for an extension of time to payback. Requests for trades will be submitted to the back office at least 24 hours in advance, in person, except in emergencies. Trade forms will be filled in duplicate with one form being returned to the person initiating the trade. Any time a trade request is denied, it shall have a reason that it was denied written on it and signed by the person denying it. Unscheduled vacation, Kelly or comp time will be taken first, if schedule permits except for trades of less than eight (8) hours. Trades will be permitted for unusual circumstances of a non-repetitious nature. Trades will be allowed up to four (4) hours on holidays.

Section VI – Upstairs Quarters Hours of Use

The upstairs area of the full-time firefighters shall be available for use by the full-time firefighters from 4 p.m. on weekdays; noon on holidays and weekends. No food or beverages

will be allowed in this area. No television upstairs or downstairs will be permitted until all house duties are completed.

Section VII – Leap Year – 3rd Saturday

The third Saturday of February during leap year shall be the shift change day. The shift working Friday shall work the first eight (8) hours on Saturday. The shift working Sunday shall work the last eight (8) hours on Saturday night. The other shift shall work the middle eight (8) hour shift.

Section VIII – Labor/Management Committee

The City agrees to the formation of a Labor/Management Committee comprised of two members of the Fire Department administration, two Union members, and the City Administrator. The Committee shall meet as necessary. Either side may bring one other person to a meeting if he/she is considered an expert on a subject to be discussed.

Section IX – Labor Meetings

Upon request by the Local Union for a Labor Meeting, the Administration will have seven (7) days to reply with a proposed meeting date. This date shall fall within a period no greater than thirty (30) days after the initial request was made. An agenda for this meeting will be provided by the Local Union at the time of the request to allow the Administration the opportunity to prepare for this meeting.

ARTICLE XX - DISCIPLINE POLICY

Section I – Just Cause, Administration Rights

The Administration shall not discipline or dismiss any member bound by this Agreement except for just cause. The only exception to this provision shall apply to probationary firefighters who have not been appointed as permanent employees.

It is agreed that the Administration has the right to discipline members for just cause. Disciplinary matters shall be subject to the grievance procedure, including arbitration.

Section II – Progression of Disciplinary Action

In cases involving the discipline of an employee, the Employer shall follow the principle of progressive and corrective disciplinary action. Disciplinary steps shall be the following or may be repeated as determined by the Employer, but shall not be skipped except for a serious infraction. The type of disciplinary action taken shall be consistent with the severity of conduct and whether it is a repeat offense.

- STEP 1.** Verbal Warning
- STEP 2.** Written Reprimand
- STEP 3.** Suspension
- STEP 4.** Discharge

Employees may only be disciplined for acts committed on the job.

An employee may be suspended pending an investigation if the employee is charged with a serious infraction. In the event an employee is suspended pending a hearing, a meeting must be held with the affected employee and a union representative before the end of the first work day after the suspension. The purpose of the meeting shall be to determine the necessity of pre-

hearing suspension and the pay status during the pre-hearing suspension. The employer will bear the burden of proof on the issue of pay status during the pre-hearing suspension.

Offenses will be cleared in the following manner:

1. Any verbal warning or written reprimand shall be removed from the record after one (1) year from the date of the last repetitious behavior of the same or similar conduct. Any written warning shall be removed from the record after twelve (12) months from the date of the last repetitious behavior of the same or similar conduct.
2. Any suspension shall be removed from the record after a period of two (2) years from the date of the last repetitious behavior of the same or similar conduct.

Section III – Union Representation and Disciplinary Hearing

When an employee is to be disciplined, the charges will be put in writing and presented to the employee; a union representative may be present at the request of the employee with a copy also provided to the Union representative. In no case shall an employee be suspended or terminated without first having been presented the written charges and then having a hearing before the Fire Chief or City Administrator, except as provided above.

The employee shall have the right to be accompanied and represented by the Union and/or legal counsel. The employee and Union shall be entitled to a copy of the transcript from the hearing at no cost.

If as a result of this hearing, the employee is to be suspended or discharged, the employee shall have the right to appeal the disciplinary action to the Mayor prior to the implementation of

the suspension or the discharge except as provided above. This hearing shall be held within five (5) days after the hearing before the Fire Chief or City Administrator.

Section IV – Notice of Disciplinary Action and Investigation

All disciplinary action shall be dropped if charges are not presented to the employee within five (5) working days of the City's knowledge of the infraction. In the event the employee is on vacation or leave for any reason, the notice shall be presented to the Union and mailed by certified mail to the employee within five (5) working days of the City's knowledge of the infraction.

For purpose of this Article, work days shall be Monday through Friday.

The City may investigate before bringing charges, provided the affected employee and the union are notified within the five (5) day period mentioned above that an investigation is taking place. Further, charges, if any, must be brought within five (5) days of the reasonable conclusion of investigation or the matter is dropped.

Failure to conform to the requirements of this Disciplinary Policy shall render the discipline null and void.

Section V – Grievance of Disciplinary Action

All discipline is subject to the grievance procedure, with the exception of members still classified as probationary firefighters.

ARTICLE XXI - PROMOTION ELIGIBILITY

Section I – Experience Requirement

The City agrees that full-time firefighters with ten (10) years experience as a full-time firefighter, at least five (5) of which is with the City of Oregon, shall be deemed to have the necessary qualifications to be eligible for appointment to any position in the Fire Department including the position of Fire Chief and/or Assistant Fire Chief.

Section II – Full Time Eligibility

All full-time firefighters meeting the qualifications established in Section I shall be the only persons eligible to take a promotional examination and oral interview for promotional positions established under Civil Service for the Oregon Fire Department. The City has the exclusive right under Civil Service rules and regulations to hire any of the top three qualified candidates.

Section III – Posted Positions

Posted positions within the department shall be filled by seniority. Employees filling these positions shall have two opportunities to successfully complete necessary training before moving on to the next senior employee. If no one applies for a posted position, it shall be assigned to the least senior employee.

ARTICLE XXII - KELLY DAYS

Section I – Details and Scheduling

Kelly Days will be signed up for each new year, and will be by seniority. Two (2) firemen will be allowed off on a Kelly Day, on the same day. Kelly Days will be taken on a twenty-seven (27) day cycle. This means you have to take a Kelly Day anytime during the cycle and then again in the next twenty-seven (27) day cycle throughout the year. All Kelly Days must be taken in the calendar year; there will be no carryover of these days.

Section II - Accumulation

Kelly Day Accumulation - Any fireman working 24/48 shift will continue to accumulate Kelly Hours while on sick leave, but will be charged "Kelly Day" as scheduled on the master calendar instead of sick time. In the event a member is off on sick leave for more than five (5) consecutive shifts, and he has a Kelly Day scheduled for later in the 27 day cycle, he may move the Kelly Day to cover one of the next shifts he is off for the same sickness, if scheduling permits.

Section III – Time Earned – Non-Shift

When filling shifts, day workers shall earn Kelly time for any week in which they work more than forty (40) hours. This Kelly time shall be earned at the same rate as regular shift workers as has been done in the past.

ARTICLE XXIII - PAY CHECK POLICY

Section I – Substantial Error

In the event that any error has occurred, which results in a substantial shortage (greater than \$50.00) in the employee's paycheck and the amount owed is not in dispute, then a special check shall be prepared immediately so that an employee received his/her full pay when done.

Section II – Minor Errors

If any minor error (less than \$50.00) is made in an employee's pay, it shall be corrected no later than the next paycheck.

Section III – Accumulated Compensatory Time

When an employee elects to receive their accumulated compensatory time in pay in lieu of days off, they shall receive such in a separate check on the next regular payday.

ARTICLE XXIV - NEGOTIATIONS

Section I – Preparations for Meetings

Preparations for negotiations by the Union will be done on the Union members' own time and not on City time. Negotiations with the City will be done on City time whenever possible. The City agrees to allow one (1) meeting with the length not to exceed two (2) hours of City time for the purpose of ratifying the agreement.

In the event that a Union member (or members) are performing duties that require their need to respond to emergency situations (i.e. paramedics active on shift), they shall be relieved for the duration of the negotiations by other qualified personnel. Arrangements will be made, and approved by their supervisor to have the members' assigned work duties properly covered during their absence. This shall be done regardless of the need to pay overtime wages.

Section II – Evergreen Clause

In the event that acceptance of a new agreement is delayed past the stated end of the current agreement (as indicated in the opening AGREEMENT statement), this agreement shall remain in full force and effect until a new agreement is reached.

ARTICLE XXV - SENIORITY

Section I – Seniority Determination and Definition

Seniority shall be determined by continuous 'Full-Time' employment in the Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service Eligibility List.

Seniority is defined as length of continuous 'Full-Time' employment with the City, Division of Fire as herein defined, including military service as defined by Federal and State laws. Any City employee transferring to the Division of Fire shall not include in any seniority computation any prior service with any other Department or Agency of the City of Oregon.

Seniority shall prevail with respect to the choosing of Vacation Days, Kelly Days, Holidays, Shift Assignments, Rehiring after Layoff, and such other matters within the jurisdiction of this agreement.

Section II – No Reduction for Approved Time Off

An employee's length of service shall not be reduced by the time lost due to sick or injury leave or authorized leave of absence, or layoff, for a period not to exceed twenty-four (24) months (or length of service, whichever is less).

ARTICLE XXVI - JOB SECURITY

Section I – Lay Offs

Prior to any layoffs, the City will meet with the Union to discuss possible alternatives. When permanent employees shall be laid off, or when their job shall be abolished, they shall have the right to displace another employee in the Union with less seniority. Any employee who is displaced due to this procedure shall also have the same rights to displace other employees based on seniority. This process shall repeat itself until the employee having the least amount of seniority in the Union has been displaced by employees with greater seniority who have the qualifications and ability to perform the duties of the position. Any employee whose position has been identified for abolishment or who has been displaced by a more senior employee shall have the right to accept a layoff rather than displace another employee. In the event an employee is laid off, they shall receive payment for earned but unused vacation and unpaid overtime. The City agrees to give the Union President and employees identified for layoff, a written notice of layoff two (2) weeks in advance. Upon the request of the Union, the City shall meet with the Union to discuss the reason for the layoff. For the purpose of this section, seniority shall be the length of continuous service with the City of Oregon, Division of Fire. Any employees laid off shall be placed on a retention list by seniority for a period of two (2) years. These employees shall be entitled to fill vacancies in other City jobs prior to any non-City of Oregon employees where qualified.

Section II – Mental/Stress Problems

In case of mental/stress related problems, the City will provide counseling and will transfer the employee off the Life Squad to Fire Prevention or Fire Maintenance until a physician declares the permanent clarification of the employee's status.

An employee may, at any time, voluntarily enter an assistance program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a psychological treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in these programs shall remain confidential and shall not be released to the public.

Section III – Meeting State Certification

If for any reason, a member of the unit does not or cannot pass required state certification, they will be given two (2) more opportunities to pass and the City will try to provide help in preparation for testing of the state requirements. If the member still does not pass or meet state certification requirements, the City will work to provide employment in another City department providing one becomes available.

Section IV – Re-opening

In the event of reduction in funds this section of the agreement shall be reopened to determine if layoffs or salary cuts are necessary to alleviate the fiscal problem.

ARTICLE XXVII - PAY FOR COURT TIME

Section I – Appearing in Court, Subpoena

Time spent by an employee as the result of being required to appear in any court of law resulting from an on duty incident shall be treated as overtime, unless the employee is scheduled to work that day, in which case they shall be relieved of duty. Any employee that receives a subpoena or other summons requiring an appearance before any court or tribunal shall notify the Fire Chief immediately upon receipt. Any firefighter receiving a subpoena and/or summons will be notified upon receipt. Must present a copy of subpoena before payment is allowed.

ARTICLE XXVIII - GRIEVANCE PROCEDURE

Section I - Defined

A grievance shall be defined as any misinterpretation or mis-application of this agreement.

Section II – Attempt at Resolution, Filing, Steps

Any Union member, who feels that they have a grievance against the City, may file a grievance utilizing the forms for that purpose.

PRELIMINARY STEP - Any Union member having a grievance shall first attempt to resolve it informally with their immediate supervisor or Assistant Chief at the time of the incident giving rise to the grievance occurs. At the conclusion of the informal meeting, the supervisor will fill in the appropriate Form DPS 81 providing all information requested on the form and any resolution offered. Copies of the Preliminary Employee Grievance form shall then be distributed as indicated. The supervisor's answer to the employee-grievant shall be consistent with any agreement or administrative policies. If the employee-grievant is not satisfied with the response from their immediate supervisor, they may pursue the formal steps as follows:

STEP ONE - IMMEDIATE SUPERVISOR OR ASSISTANT CHIEF - A Union member having a grievance shall present it to their supervisor or Assistant Chief within five (5) calendar days of the employee-grievant's knowledge of the event.

Grievances submitted beyond the five (5) calendar day time limit will not be honored. In addition, if the requirements of the Preliminary step have not been attempted, the immediate supervisor will so indicate on the grievance form and will return the form to the employee.

Failure of the employee to attempt to comply with the requirements of the Preliminary Step shall constitute an abandonment of the grievance.

The grievance at this step shall be submitted to the immediate Supervisor or Assistant Chief in writing using the appropriate DPS Form 8. On this form, the employee shall complete all of the parts of the grievance form that are applicable and specify the remedy sought. The immediate supervisor or Assistant Chief shall indicate the date and time of their receipt of the form. Within five (5) calendar days of the immediate supervisor's or Assistant Chief's receipt of the written grievance they shall schedule a meeting with the employee-grievant to discuss the grievance. At such meeting, the employee-grievant may bring with them one (1) other employee who is employed at the same agency. The immediate supervisor or assistant Chief or a designated representative shall respond to this grievance by writing their answer on the grievance form and returning the original to the employee-grievant within three (3) calendar days after their receipt of it and following the above required meeting.

STEP TWO - APPROPRIATE DEPARTMENT HEAD OR CHIEF - Should the employee-grievant not be satisfied with the written answer they received in Step One, within five (5) calendar days after they receipt thereof, he/she may carry the grievance to their Department Head and request that the meeting contemplated by this step be scheduled. Upon receipt of the grievance, the Fire Chief shall indicate the date and time of their receipt on the grievance form and shall schedule a meeting to be held within five (5) calendar days to discuss the grievance.

The employee-grievant may choose one (1) other employee in the agency to accompany them to the meeting at this step. In addition, the employee-grievant may choose another non-employee of the City of Oregon to attend this meeting.

At the conclusion of this meeting, and not to exceed five (5) calendar days, the Fire Chief shall respond to the grievance by writing their answer on the form and returning the original to the employee and any other required copies.

STEP THREE - MAYOR OR HIS DESIGNEE - Should the employee-grievant not be satisfied with the written answer they received in Step Two, within five (5) calendar days after their receipt thereof, the grievance may be transmitted to the Mayor containing a request that the meeting contemplated by Step Three be scheduled. Upon receipt of the grievance, the Mayor shall indicate the date and time of his receipt on the form and shall schedule a meeting to be held within five (5) calendar days to discuss the grievance. The employee-grievant may choose one (1) other employee in the agency to accompany them to the meeting at this step. In addition, the employee-grievant may choose another non-employee of the City of Oregon to attend this meeting.

The appointing authority shall render his decision in writing on the grievance form and return a copy to the employee-grievant within seven (7) calendar days after the meeting with the employee-grievant.

An employee with a grievance involved with a suspension or discharge may initiate the grievance to Step Three of the grievance procedure. If the grievance is initiated at Step Three of the grievance procedure, the Mayor shall render his decision in writing to the employee-grievant, with appropriate copies, within ten (10) calendar days after the meeting with the employee-grievant.

STEP FOUR - ARBITRATION - Should any grievance remain unsettled after exhausting the previous steps, either party may demand arbitration within ten (10) calendar days from the answer from the Mayor. Upon demand for arbitration being made, the parties shall meet to

choose an arbitrator from a panel of five (5) submitted by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be binding upon the parties.

Grievances charging a specific violation of this Agreement may be submitted to this arbitration procedure and no others may be brought through the arbitration step of the grievance procedure.

Expenses of the arbitrator will be borne by the losing party (i.e. The party whose position is not accepted by the arbitrator. It shall be the specific duty of the arbitrator to assess costs.) Employees who are called to testify at an arbitration hearing and who give non-repetitive testimony will not lose pay if the hearing is during work hours.

Section III – Time, Pay, Appeal, Representation

It is the City's intention that all time limits in the above grievance procedure shall be met. The employee-grievant and the employer's representative may mutually agree, at any step, to a shortened time extension.

The grievance procedures established above, as applied to the Fire Chief or the Mayor will automatically permit a suspension of the time prior for action by the Fire Chief and Mayor for any period of time that they are either out of town, on vacation or ill during the time period requiring their action.

Approved leave with pay shall constitute an automatic time extension to the employee-grievant with respect to such days. In the absence of such mutual extensions, the employee-grievant may, at any step where a response is not forthcoming within specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

Failure of the employee-grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified, shall be considered for all purposes an abandonment of the grievance and acceptance of the last answer given. In each step of the grievance procedure outlined herein, certain specific representatives are given approval to attend the meetings therein prescribed.

It is expected that, in the usual grievance, these will be the only representatives at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among parties specifically designated to attend providing such additional representative have input which may be beneficial in attempting to bring resolution to the grievance. Allowance of additional representative to attend meetings does not preclude the right of any party to designate a representative in his/her own behalf.

An employee with a grievance who chooses a representative who is employed at the same facility to attend meetings may do so at each formal step of the grievance procedure during regularly assigned working hours without loss of pay to that representative provided:

- A. An emergency situation does not exist requiring his/her presence at his/her assigned work situation; and
- B. Arrangements have been made, and approved by his/her supervisor to have his/her assigned work area properly covered during their absence.

It is expected that his privilege will not be abused and that approval will not be unreasonably withheld. Should approval be withheld pursuant to "A" and "B" above, such delay will affect an automatic extension of time limits for the period of time involved.

Section IV – Use of Grievance Forms

The appropriate grievance forms of a Preliminary Grievance Form which DPS 81 as it is appropriate for the employee and the Employee Grievance Form DPS 82 as it is appropriate for the employee. The forms are to be obtained at the office of the Fire Chief. The Fire Chief will assign a consecutive number to each grievance initiated. Employees in their initial probationary period shall not have access to the grievance procedure.

ARTICLE XXIX - PROBATIONARY FIREFIGHTERS

Section I – Certification and Pay

(1) For probationary purposes only, to be certified as Paramedic the requirements are Paramedic Certification and Full-time Firefighter Certification. All new employees shall be designated as Fire Officer I until completion of all training as specified. Upon receiving their full-time firefighter and their Paramedic Certification, they will start receiving Firefighter II pay. Also, they will receive Firefighter II retroactive pay for the period of time from when they received their Paramedic Certification back to one year after their hire date.

(2) For probationary purposes only, to be certified as a Full-time Firefighter, the requirements are Full-Time Firefighting State Certification and Fire Safety Inspector training. All new employees shall be designated as Fire Officer I until completion of all training and through their first year of employment with the city. Upon completion of all their required training and on the first day after their first anniversary with the city, they will begin receiving Firefighter II pay.

Section II – Articles Applying to Probationary Firefighters

For the purpose of this agreement, the probationary period includes only those articles concerning Article VI, Wages; Article X, Sick Leave; Article XII, Holidays; Article XIV, Vacation Bonus; Article XV, Medical Fringe Benefits; Article XVI, Vacation; Article XVII, Funeral Leave and Article XXIII, Pay Check Policy.

Section III – Holiday Pay During Schooling

For the purpose of this agreement, any Firefighter attending schooling on a holiday shall be given time off at 1-1/2 within the pay period whenever possible. If time off can't be worked out, the probationary Firefighter shall be paid 1-1/2 for attending schooling at the discretion of management.

Section IV – Uniforms

All new employees shall receive or have on order the following uniform items no later than seven (7) days after their first day of work. Uniform issue to include:

- 3 long sleeve shirts with embroidery
- 3 short sleeve shirts with embroidery
- 6 pair of uniform pants
- 1 tie
- 1 belt
- 1 set of badges (hat & shirt)
- 1 Fire Department hat
- 1 Full-time Fire Department coat

If the employee fails to complete their probation for any reason, all of these items shall be returned to the Fire Department. Any items damaged beyond reasonable and expected wear and tear shall be paid for by the employee.

No probationary employee will be entitled to a clothing allowance payment until they have been employed for one (1) year. If after one (1) year and before the uniform payout period (first payday in June and first payday in December), the employee payment will be prorated from his one (1) year anniversary to the regular uniform payout date.

Section V – Transportation to Training

As long as the training is within fifty (50) round trip miles from the city limits, the probationary employee is responsible for their own transportation. The city will work with the probationary Firefighter to provide transportation whenever possible. If the training is over fifty (50) round trip miles and transportation is not provided, the employee will be paid mileage at the city's current reimbursement rate.

Section VI – Probation Period for Qualified

In the event a new employee has all of the training specified in Section I, the probationary period will be one (1) year.

Section VII – Re-opening for Non-Paramedics

If the city hires any Full-time Firefighters who are not required to be paramedics, this section of the agreement, Article XXIX, Probationary Firefighters, will be reopened for wage classification purposes only.

Section VIII – Agreement and Work Rules

The City shall provide all new employees with a copy of the current labor agreement and all current work rules.

ARTICLE XXX - MISCELLANEOUS

Section I – State Law – Residency

The City agrees to abide by the determination of the Ohio Supreme Court in City of Lima vs. State of Ohio (2009) upholding the prohibition against residency requirements for municipal employees pursuant to state law. In the event state law is amended allowing municipalities to adopt residency requirements, or in the event the Ohio Supreme Court or any higher court rules that municipalities do have the right to enact residency requirements, the provisions of Section 2 shall apply. However, any employee who is residing beyond the requirements imposed by Section 2 at the time such change in law occurs shall not be required to relocate within the limits determined by Section 2 or any other limit that may be imposed by the City.

Section II - City Residency Requirements

The City requires that all full-time firefighters live within ten (10) miles of the City of Oregon's corporate limits. The Mayor may grant a waiver to the 10-mile limit if the employee can demonstrate that travel time to the City from the location where the employee desires to reside is not greater than typical travel times within the 10-mile radius.

Section III - Life Insurance

Upon completion of the probationary period, the employer shall continue to provide a \$50,000 term life insurance policy for each employee effective July 1, 2000.

Section IV - College Credit

Please see College Credit Policy and approval form included as Appendix B.

Section V - Leave of Absence Without Pay

Please see Leave of Absence Without Pay Policy included as Appendix C.

Section VI - Work Related Injury

Please see Work Related Injury Policy and Employee Incident Report included as Appendix D.

Section VII - Exercise Equipment

The City agrees to house exercise equipment provided by the Union upon approval by the Fire Chief. All employees using the equipment will be required to sign an agreement releasing the City from any liability that might result from the use of such equipment. Paramedics on shift shall be required to spend one hour of shift time on physical training after 4:00pm.

Section VIII - Union Leave

The City agrees to allow up to thirty-six (36) hours of paid leave over the life of this Agreement to allow the Union to attend meetings or conferences related to Union issues. Those employees eligible to use the leave shall be determined by the Union and the use of such leave shall not create a burden on manpower. All expenses incident to such leave shall be paid for by the Union.

ARTICLE XXXI - DRUG AND ALCOHOL TESTING

Section I - Policy: Statement

The Oregon Fire Department recognizes illegal drug usage and alcohol misuse as a threat to the public safety and welfare and to the employees of the department. Thus, the Fire Department will take the necessary steps, including drug/alcohol testing, to eliminate illegal drug usage and alcohol misuse. The goal of this policy is prevention and rehabilitation rather than termination.

Section II - Definitions

The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

The term "alcohol misuse" is defined as actual impairment of the employee with regard to his or her ability to perform job duties. Henceforth, in this Article any reference to "drug" or "drug abuse" shall be deemed to include "alcohol misuse".

Section III - Notice and Education of Employees Regarding Drug Testing

All employees will be informed of the Fire Department's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which the tests are conducted, the reliability of the tests performed, under what

circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

Section IV - Basis for Ordering an Employee to be Tested for Drug Abuse

Employees may be tested for drug abuse under the following conditions:

1. Where there is reasonable suspicion that the Firefighter to be tested is using or abusing illegal drugs or any non-prescribed controlled substance.
2. Random Testing

All orders requiring employees to submit to drug testing for reasonable suspicion shall be in writing setting forth the reasonable suspicion before the test is ordered.

Section V - Urine Samples

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

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

A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under professional medical supervision.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative. Upon request, an employee shall be entitled to the presence of a union representative before testing is administered, but this shall not be allowed to delay the test.

Section VI - Testing Procedures

The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

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

Section VII - Disciplinary Action

Employees who test positive as a result of being ordered to be drug tested may be subject to dismissal. Refusal to submit to a drug test, adulteration of, or switching a urine sample may also be grounds for dismissal.

Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of penalty.

Section VIII - Right to Appeal

A firefighter disciplined as a result of a drug test has the right to challenge the results of such drug test through the disciplinary appeal procedures.

Section IX - Voluntary Participation in a Dependency Program

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

Section X - Duty Assignment After Treatment

Once an employee the City determines to retain successfully completes rehabilitation and is determined to be fit for duty, the employee shall be returned to his regular duty assignment. Reassignment during treatment shall be at the discretion of the Chief based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment.

Section XI - Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results.

ARTICLE XXXII- TERMINATION

Section I – Wage Date

This agreement shall remain in full force and effect until June 30, 2017.

Section II – Termination of the Agreement

In the event either party desires to terminate this agreement, written notice must be given to the other party not less than (10) days prior to the desired termination date which shall not be before the termination date set forth in Section I of this Article.

The parties agree and understand that the terms and conditions contained herein constitute their agreement for the period of July 1, 2014 through June 30, 2017.

The Agreement will be submitted by the Administrative Negotiating Team through the Mayor and the City of Oregon to the City Council and that said Committee shall and will recommend that it be approved by Council.

Upon approval by Council, either by Ordinance or the Authorization of an Agreement, which shall include such terms, it is agreed and understood that the full-time employees of the City of Oregon Fire Department and its members shall abide by and adhere to all the terms and conditions that have been approved.

CITY OF OREGON

Michael Seferian
Michael Seferian, Mayor

Michael J. Beazley
Michael J. Beazley, City Administrator

Paul Mullen
Paul Mullen, Fire Chief

Kathleen Hufford
Kathleen Hufford, Finance Director

Jana McEwan
Witness

Approved to Form:

Melissa Purpura
Melissa Purpura, Law Director

IAFF LOCAL UNION 4093

Jeff Nissen
Jeff Nissen, President

Greg Pollauf
Greg Pollauf, Vice-President

Jack McKenzie
Jack McKenzie, Secretary

09/10/2014 13:39
shopkins

CITY OF OREGON
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2014	EMS FULLTIME	F FIRI	FIRE OFFICER I	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 3.0000%													
job class 5544 ORD#													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	25.9745	207.7960	2,077.96	54,026.96
02	0.0000	26.3567	210.8540	2,108.54	54,822.04
03	0.0000	26.7385	213.9080	2,139.08	55,616.08
04	0.0000	27.1378	217.1020	2,171.02	56,446.52
05	0.0000	27.5546	220.4370	2,204.37	57,313.62

07/01/2014	EMS FULLTIME	F FO40	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 3.0000%													
job class 5546 ORD#													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	26.5374	212.2990	2,122.99	55,197.74
02	0.0000	28.1887	225.5100	2,255.10	58,632.60
03	0.0000	29.6527	237.2220	2,372.22	61,677.72
04	0.0000	32.2911	258.3290	2,583.29	67,165.54
05	0.0000	32.4274	259.4190	2,594.19	67,448.94
06	0.0000	32.5804	260.6430	2,606.43	67,767.18
07	0.0000	32.7338	261.8700	2,618.70	68,086.20
08	0.0000	32.8871	263.0970	2,630.97	68,405.22
09	0.0000	33.0232	264.1860	2,641.86	68,688.36
10	0.0000	33.8770	271.0160	2,710.16	70,464.16

07/01/2014	EMS FULLTIME	F FO50	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	.00	100.00	10.00	2600.00	260.00	N
Change was made by 3.0000%													
job class 5545 ORD#													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.2302	212.3020	2,123.02	55,198.52
02	0.0000	22.5511	225.5110	2,255.11	58,632.86
03	0.0000	23.7221	237.2210	2,372.21	61,677.46
04	0.0000	25.8329	258.3290	2,583.29	67,165.54
05	0.0000	25.9419	259.4190	2,594.19	67,448.94
06	0.0000	26.0642	260.6420	2,606.42	67,766.92
07	0.0000	26.1871	261.8710	2,618.71	68,086.46
08	0.0000	26.3097	263.0970	2,630.97	68,405.22
09	0.0000	26.4185	264.1850	2,641.85	68,688.10
10	0.0000	27.1015	271.0150	2,710.15	70,463.90

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CITY OF OREGON
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT	
07/01/2015	EMS	FULLTIME F	FIRI	FIRE OFFICER I	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.7500%														
job class 5544 ORD#														

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	26.6888	213.5100	2,135.10	55,512.60
02	0.0000	27.0815	216.6520	2,166.52	56,329.52
03	0.0000	27.4738	219.7900	2,197.90	57,145.40
04	0.0000	27.8841	223.0730	2,230.73	57,998.98
05	0.0000	28.3124	226.4990	2,264.99	58,889.74

07/01/2015	EMS	FULLTIME F	FO40	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.7500%														
job class 5546 ORD#														

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	27.2672	218.1380	2,181.38	56,715.88
02	0.0000	28.9639	231.7110	2,317.11	60,244.86
03	0.0000	30.4681	243.7450	2,437.45	63,373.70
04	0.0000	33.1791	265.4330	2,654.33	69,012.58
05	0.0000	33.3192	266.5540	2,665.54	69,304.04
06	0.0000	33.4764	267.8110	2,678.11	69,630.86
07	0.0000	33.6340	269.0720	2,690.72	69,958.72
08	0.0000	33.7915	270.3320	2,703.32	70,286.32
09	0.0000	33.9313	271.4500	2,714.50	70,577.00
10	0.0000	34.8086	278.4690	2,784.69	72,401.94

07/01/2015	EMS	FULLTIME F	FO50	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	.00	100.00	10.00	2600.00	260.00	N
Change was made by 2.7500%														
job class 5545 ORD#														

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.8140	218.1400	2,181.40	56,716.40
02	0.0000	23.1713	231.7130	2,317.13	60,245.38
03	0.0000	24.3745	243.7450	2,437.45	63,373.70
04	0.0000	26.5433	265.4330	2,654.33	69,012.58
05	0.0000	26.6553	266.5530	2,665.53	69,303.78
06	0.0000	26.7810	267.8100	2,678.10	69,630.60
07	0.0000	26.9072	269.0720	2,690.72	69,958.72
08	0.0000	27.0332	270.3320	2,703.32	70,286.32
09	0.0000	27.1450	271.4500	2,714.50	70,577.00
10	0.0000	27.8468	278.4680	2,784.68	72,401.68

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CITY OF OREGON
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	EMS FULLTIME	F FIRI	FIRE OFFICER I	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%													
job class 5544 ORD#													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	27.3560	218.8480	2,188.48	56,900.48
02	0.0000	27.7585	222.0680	2,220.68	57,737.68
03	0.0000	28.1606	225.2850	2,252.85	58,574.10
04	0.0000	28.5812	228.6500	2,286.50	59,449.00
05	0.0000	29.0202	232.1620	2,321.62	60,362.12

07/01/2016	EMS FULLTIME	F FO40	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%													
job class 5546 ORD#													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	27.9489	223.5910	2,235.91	58,133.66
02	0.0000	29.6880	237.5040	2,375.04	61,751.04
03	0.0000	31.2298	249.8380	2,498.38	64,957.88
04	0.0000	34.0086	272.0690	2,720.69	70,737.94
05	0.0000	34.1522	273.2180	2,732.18	71,036.68
06	0.0000	34.3133	274.5060	2,745.06	71,371.56
07	0.0000	34.4749	275.7990	2,757.99	71,707.74
08	0.0000	34.6363	277.0900	2,770.90	72,043.40
09	0.0000	34.7796	278.2370	2,782.37	72,341.62
10	0.0000	35.6788	285.4300	2,854.30	74,211.80

07/01/2016	EMS FULLTIME	F FO50	FIRE OFFICER II	H HOURLY	B BIWEEKLY	02	26.0000	.00	100.00	10.00	2600.00	260.00	N
Change was made by 2.5000%													
job class 5545 ORD #													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.3594	223.5940	2,235.94	58,134.44
02	0.0000	23.7506	237.5060	2,375.06	61,751.56
03	0.0000	24.9839	249.8390	2,498.39	64,958.14
04	0.0000	27.2069	272.0690	2,720.69	70,737.94
05	0.0000	27.3217	273.2170	2,732.17	71,036.42
06	0.0000	27.4505	274.5050	2,745.05	71,371.30
07	0.0000	27.5799	275.7990	2,757.99	71,707.74
08	0.0000	27.7090	277.0900	2,770.90	72,043.40
09	0.0000	27.8236	278.2360	2,782.36	72,341.36
10	0.0000	28.5430	285.4300	2,854.30	74,211.80

CITY OF OREGON, OHIO

ADMINISTRATIVE POLICY

DATE: April 15, 1997

NUMBER: 25

SUPERSEDES: March 29, 1983
July 30, 1982

SUBJECT: Employee Termination Pay

In accordance with Ordinance No. 50-1975, passed April 14, 1975, when an employee in the classified or unclassified service terminates their employment for any reason, they shall be paid in a lump sum for all earned vacation pay. Effective January 1, 1976, the lump sum payment for earned vacation pay shall not exceed the current and prior year's earned vacation and sick leave bonus pay.

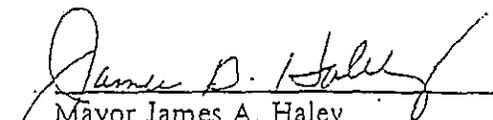
Ordinance No. 199-1991, passed on December 16, 1991, states the maximum or payoff of accrued but unused sick leave at retirement for regular non-bargaining employees which are subject to this ordinance shall be $\frac{1}{2}$ of their accrued but unused sick leave at retirement with no limitation of days so accumulated.

Ordinance No. 190-1980, passed December 8, 1980, authorized the pro rata payment of longevity pay based upon the number of months worked that year.

When a member of the Police and Firemen's Disability and Pension Fund retires from the City of Oregon, they shall receive all regular earnings, vacation pay, sick leave bonus pay, overtime pay, compensatory time pay and longevity pay in a lump sum payment within two calendar weeks of their last day of employment. The Finance Director will make deductions for City Income Tax, State Income Tax, Federal Income Tax and the employee's contribution to Pension Fund on all termination pay earnings as stated above.

When a member of the Public Employees Retirement System of Ohio retires from the City of Oregon, they shall receive all regular earnings, vacation pay, sick leave bonus, overtime pay, compensatory time pay and longevity pay in a lump sum payment within two calendar weeks of their last day of employment. The Finance Director will make deductions for City Income Tax, State Income Tax and Federal Income Tax on the total amount of termination pay. In addition, the Finance Director shall withhold the employee's contribution of PERS on regular earnings, overtime pay, compensatory time pay and longevity pay.

The Finance Director is requested to use the attached revised DPS Form 77 in calculating the employee's termination pay.


Mayor James A. Haley

JAH:sg
Attachment

CITY OF OREGON
TERMINATION PAY

DATE PREPARED

DATE OF TERMINATION

DATE OF APPOINTMENT

NAME

POSITION AND STEP

PREPARED BY CHERI KNEISLEY/DIANE MYERS

APPROVED BY _____

APPROVED BY _____

A. BASE RATE EARNING SINCE LAST DECEMBER
FROM DECEMBER 00, 1997 TO LAST REGULAR PAY PERIOD

B. EARNINGS AFTER LAST REGULAR PAY PERIOD FROM (DATES):

	HRS	HRLY RATE	
C. OVERTIME EARNINGS			\$0.00
D. BALANCE OF COMPENSATORY TIME EARNINGS			\$0.00
E. VACATION PAY EARNINGS (CARRY OVER PLUS PRO RATA)			\$0.00
F. BONUS VACATION - PRO RATED EARNED			\$0.00
G. LONGEVITY EARNINGS (BASE SALARY AT TIME OF TERMINATION)			\$0.00
H. SICK LEAVE TERMINATION PAY EARNINGS			\$0.00
I. TOTAL GROSS TERMINATION PAY			\$0.00
J. CONTRIBUTION TO PENSION SYSTEMS:			
FOR PERS (B+C+D+G TIMES 8.5%)			\$0.00
FOR POLICE AND FIRE (B+C+D+E+F+G+H TIMES 10%)			\$0.00
K. TOTAL CITY INCOME TAX			\$0.00
L. TOTAL STATE INCOME TAX			\$0.00
M. TOTAL FEDERAL INCOME TAX			\$0.00
N. MISCELLANEOUS DEDUCTIONS			\$0.00
O. NET TERMINATION PAY			\$0.00

College Credit

Full-time employees who have earned college credit hours in a regular college, community college or junior college shall be reimbursed for up to two (2) courses per term at the State of Ohio rate charged per hour, excluding books and other fees (activity fee, parking, etc.).

In order for the employee to receive the above allowance, they must receive a passing grade of "C" or higher and all courses must be related directly or indirectly to the employee's employment with the City of Oregon. Employees are eligible to receive reimbursement for college credit hours for work done up to and including a Master's degree. The city will not pay for any Doctoral degree credits except those associated with a Jurisprudence Degree.

In the event that the employee is receiving additional funds (i.e. grant) to pay for all or part of the tuition of the classes approved by the City, under this Article the City will only pay the difference in the amount necessary to cover the cost of said tuition. The employee is responsible to informing the employer when this situation occurs.

All courses must receive prior approval from the Mayor or Mayor's designee. This approval must be requested by the employee in writing and attached to this request should be a copy of the curriculum. DPS Form #96 should be used by the employee when reimbursement is requested.

WRITTEN APPROVAL FORM
FOR COLLEGE COURSE WORK

DATE: _____

Name: _____
Last
First
Initial
Title

_____ Department of the City of Oregon.

I am respectfully requesting approval of the following college course work according to AP #24:

Course Name	Hours	Quarter or Semester	Year	School Name
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

An estimate of the cost for the requested course work is \$_____.

State the reason for taking this course work or how it relates to your current job or advancement to another position within the city:

All information submitted must agree to the terms and conditions in the various union contracts and non-bargaining ordinance. Further, I certify that I have not received any previous reimbursement or gratuity for the course that appears on this application.

Applicant's Signature Date

APPROVED:

Department Head Date City Administrator Date

Division Head Date Mayor Date

Leave of Absence Without Pay
(Model Policy - FOP & OPPA)

APPENDIX C
LEAVE OF ABSENCE
WITHOUT PAY POLICY

1. PERSONAL LEAVE UP TO FIVE (5) DAYS

A personal leave of absence at the request of the employee may be granted upon the approval of the Employer in accordance with the rules established herein. A formal approved leave of absence form will be required when the employee will be absent at their own request.

Any request for excused absence for a period of five (5) work days or less may be granted by the appropriate department or division head or Service Directors when the employee fills out formal leave of absence form. Request for leave of absence shall be in writing in duplicate, and shall be signed by the employee stating the reason for said leave and the days requested. One (1) copy shall be retained by the employee and one (1) copy by the appropriate department or division head or Service Directors. All city benefits shall be maintained by the employee.

2. PERSONAL LEAVE UP TO THIRTY (30) DAYS

A leave of absence may be granted for more than five (5) and up to thirty (30) calendar days in any calendar year by the Mayor. Such request must be submitted on a formal approved leave of absence form. When an employee returns from an approved leave of absence, he shall return to the position he held at the time the leave was granted. All city benefits shall be maintained by the employee.

3. PERSONAL LEAVE UP TO ONE YEAR

A leave of absence for more than thirty (30) calendar days may be granted by the Mayor, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position in service from which he left when a vacancy exists, except in case of leave of absence for the purpose of securing a job related educational experience, in which case the employee shall be returned to the position in the service from which the leave was granted. In no case shall a leave of absence be granted for more than one (1) year, except as otherwise provided herein. Such request must be submitted on a formal approved leave of absence form. Said employee will lose all city benefits except city-wide seniority and health and life insurance per "COBRA" if they pre-pay the city for the current cost of said benefits. The employee's benefits will resume when they return to work for the city.

An employee who has been granted a leave of absence for more than thirty (30) days must go through the following steps before they can be re-employed by the City. They must wait until their period of leave expires. In addition, they must be fully certified and qualified to meet all the qualifications required by the last job they held as a city employee and an opening in that said job category/classification must be available.

Appendix D

WORK RELATED INJURY POLICY

Any employee sustaining injury in the course of employment shall, concurrent with seeking any necessary medical attention, complete and present to the immediate supervisor, an employee incident report (attached) as soon as practicable. In doing so the employee shall choose whether or not to participate in the employer's Injury Pay Program.

PARTICIPATION IN INJURY PAY PROGRAM:

Employees electing to participate in the Injury Pay Program shall seek treatment from a "program" physician or facility as determined by the City, who will in turn render a diagnosis, prognosis, and return to work prescription.

Upon the program physician's determination that an employee shall be absent from work, wage continuation identified as accident on duty and coded "A" for payroll purposes, may be granted. Upon written authorization of the program manager the length of such absence shall not exceed a period of 12 weeks. Such written authorization for injury leave shall be resubmitted every 12 weeks for as long as the employee is disabled from his or her job duties or is under restrictions the City is unable to accommodate, but injury pay shall not continue for longer than two (2) years. Any request for extensions of absence shall be accompanied by sufficient evidence of disability as described in this policy and hand delivered (when practicable) to the City of Oregon Administration, the Program Manager, prior to the expiration of the current period.

At the expiration of the injury period granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. At the expiration of the injury pay period if the employee is still unable to return to work, payment of injury pay will be stopped and the employee may request from the Ohio Bureau of Workers Compensation payment under the provision of the Worker's Compensation Act. Injury pay will further cease under the following conditions:

- 1) Attending physician or program physician releases employee to return to work.
- 2) Employee returns to work for another employer.

- 3) Employee fails to return to a transitional assignment consistent with his/her medical restrictions provided by program physician or through the dispute resolution mechanism described below.
- 4) Employee fails to appear for employer-sponsored medical examination.
- 5) Employee has reached maximum medical recovery and/or the condition has become permanent.
- 6) The claim is found to be fraudulent after payment has commenced.
- 7) Employment termination
- 8) Employee receives payment of compensation from Ohio Bureau of Workers Compensation.
- 9) Employee is awarded disability benefits through OP&F.

It is the responsibility of the employee to ensure that the Program Manager and the City have current medical evidence of his or her capabilities. Sufficient medical evidence of continued disability, restriction or release to return to work must be hand delivered to the Program Manager prior to the expiration of the existing (current) period of disability. Sufficient evidence must:

- 1) Contain an estimated return to work date not greater than twelve (12) weeks from the date of the most recent examination by the program physician
- 2) Contain the date of the last examination (not greater than one (1) month prior to commencement of the period of disability being certified) and next appointment date with the program physician
- 3) Contain the program physician's signature
- 4) Contain the program physician's Treatment plan
- 5) Contain the date the employee has or is estimated to reach Maximum Medical Improvement as defined by the BWC
- 6) Employee shall personally deliver the medical evidence to the Program Manager

An employee may, after the initial evaluation by the program physician, elect to continue treatment with a physician of their choice. The employee will sign any necessary waivers to allow their physicians to release information to the program physician, City and the City's authorized representative. The program physicians will be the physician of record for Workers' Compensation purposes.

In the event the employee's physician certifies disability, such certification shall be presented to the Program Manager as soon as practicable and shall require concurrence by the program

physician. Should the certification of disability be rejected by the program physician, the employee may be referred for a third opinion at the City's discretion, by a physician agreed to by the Program Physician and the employee's physician at the City's expense. Should the employee fail to attend the third opinion appointment, the program physician's opinion will prevail.

The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review.

Whenever an employee is off duty on injury pay due to an injury or illness which is related to his duties, he shall not be required to use any of his accumulated sick days. The employee will not receive credit for periods during which a OP&F member is receiving compensation from the Ohio BWC. Should the employee elect to purchase the service credit, the employer shall then make the employer contribution if the employee makes the purchase.

NON-PARTICIPATION IN INJURY PAY PROGRAM:

In those cases when an employee chooses not to participate in the employer's Injury Pay Program, the employee may choose to request compensation under the Workers' Compensation laws of the State of Ohio or use of personal sick time for any absence from work. This choice shall be made on the incident report form. Employees opting out of the Injury pay Program are cautioned to be aware of the Bureau of Workers' Compensation guidelines when selecting a physician outside the network established by the City.

TRANSITIONAL WORK:

Transitional alternate work assignments with restrictions may be prescribed by the program physician and are encouraged. Employees assigned to such duty shall be compensated at their regular rate of pay and will not be eligible for overtime. Employees, once released from transitional work, shall return to their previous position.

CITY OF OREGON EMPLOYEE INCIDENT REPORT

This form must be completed by the Employee and/or Supervisor. Forward the signed original to the Disability Management Program Coordinator within 24 hours.

Completed by Employee and/or Supervisor **WHO**

Injured Person _____ Home Phone _____
 Social Security Number _____ Date of Birth _____
 Home Address _____ City _____ State _____ Zip _____
 Age _____ Sex _____ Occupation _____ Depart. _____ Shift _____
 Names and Addresses of Witnesses _____

WHAT

Was the employee doing something other than regular duties at the time of the accident? _____ If so, what and why? _____

Accidents: Give a brief description of what the employee was doing. What physical objects, tools, machines, structures or equipment was involved? _____

WHERE

Employee: Were you at work when the injury or illness occurred? Yes No Exact location where accident occurred _____

Where did you go for treatment? Hospital Clinic Physician Other List names and addresses of all treating doctors, clinics, hospitals or other providers: _____

WHEN

Date and time of accident _____ Was first aid required? Yes No Not needed
 Explain any delays in first aid or reporting of the incident _____

When did the employee first know of the injury? _____
 When did the supervisor first know of the injury? _____

I CERTIFY THAT THE INFORMATION SUBMITTED BY ME IS TRUE AND CORRECT, AND I UNDERSTAND THAT PROVIDING FALSE INFORMATION MAY BE A DISCHARGEABLE OFFENSE; IN ADDITION: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE PROVIDER FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION CONCERNING ANY FACT MATERIAL THERETO FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

Do you wish to participate in the City's Injury Pay Program? Yes No
 If no, choose compensation desired: Personal sick time Worker's Compensation under laws of State of Ohio

Employee Signature _____ Date _____

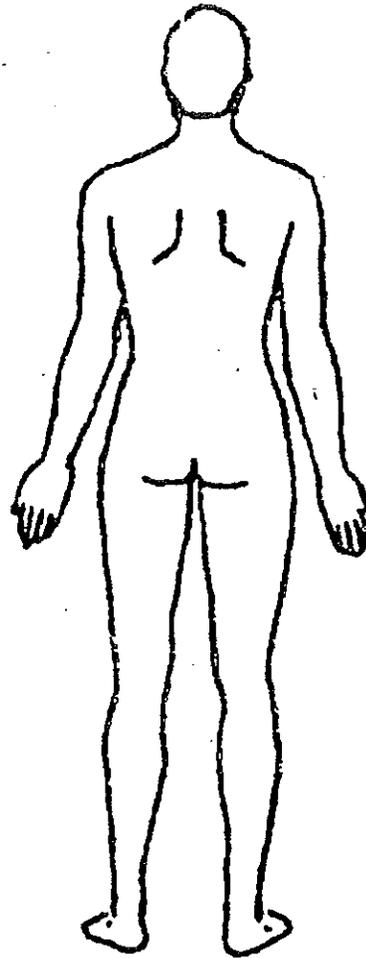
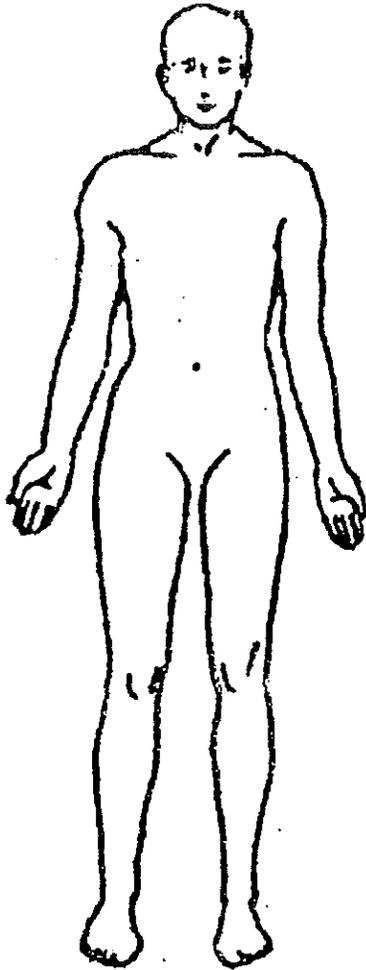
Supervisor's Signature _____ Phone _____ Date _____

Should this incident require further investigation, check here, and attach form O-IR1.

CITY OF OREGON
EMPLOYEE INCIDENT REPORT

Please circle the part of the body injury.
Place the appropriate letter/letters describing the injury beside your circle.
List other comments/information below.

OBSERVATIONS



Letter Injury Location

A: Abrasion (Scrape)
B: Burns
C: Contusion (Bruise)
CR: Crush

F: Fracture
F.B.I.: Foreign Body in Eye
G: Gunshot
L: Laceration

PA: Pain
P: Puncture
S: Strain/Sprain

Other Comments and Information:

APPENDIX E

UNIFORM ITEMS FOR FULL-TIME FIRE OFFICERS/PARAMEDICS

Item

- Pants
- Shirts: Long sleeve polo style / Short sleeve sport (polo) / Lightweight sport (polo)
- T-Shirts
- Shoes / Boots
- Vest
- Belt
- Winter coat
- Raincoat
- Sweatshirt
- Windshirt
- Wool cap / Ball cap
- Winter boots
- Scissors and holder pouch
- Glove pouch
- Flashlight
- Watch
- Safety glasses / Sunglasses
- Other required equipment

APPENDIX F

There shall be formed a City of Oregon Health Care Cost Containment and Advisory Committee, hereinafter referred to as the "Committee" whose function shall be to serve in an advisory and recommending capacity to the Employer and bargaining units on all matters pertaining to the Health Care, health insurance and coverage, and Wellness of Employees. The Committee will investigate methods and best approaches to providing health care and health insurance for city employees and options to contain the overall costs of health care. The Committee will meet at least quarterly.

This committee shall consist of eight (8) members, four (4) members of such members shall be Union Representatives, one (1) from each of the City's four bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective entities. The four (4) remaining members of this committee shall be the Mayor, City Administrator, Finance Director and Service Director or their designees.

The Committee will present recommendations for ratification or approval to the Employer and bargaining units. Each of the eight (8) members shall have one (1) vote. A majority vote consisting of a minimum of seven (7) votes will determine whether the Committee takes action to recommend changes and shall also determine the Committee's recommendation as to said changes. In the event the Committee is unable to garner enough votes for a recommendation, no recommendation is made and existing health insurance coverage will be maintained until such time as the Committee is able to make a recommendation, which is approved by City Council and the Union.

Once the Committee makes a recommendation for coverage, the recommendation will be taken to the Union membership and City Council for a vote to approve or reject the recommendation for coverage. In the event either the Union membership or City Council rejects the Committee's recommendation, the following dispute resolution procedures shall apply:

- 1) Each party shall select one (1) representative to arbitrate the proposed plan design change;
- 2) The two (2) representatives will mutually agree on a neutral third representative from the following list: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
- 3) The arbitration panel will be given wide latitude in resolving issues under this section and may:
 - a. Attempt to mediate a resolution prior to holding a hearing;
 - b. Hold a formal hearing;
 - c. Solicit exhibits and evidentiary materials;
 - d. Direct any witnesses to appear;
- 4) The decision of the arbitration panel shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.
- 5) Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids of more feasible.

ADDENDUM

The following percent increase in pay, for each year covered by this Agreement, was offered by the City of Oregon and Department of Fire Administration.

- 1st Year 3.0 %
- 2nd Year 2.75%
- 3rd Year 2.5%

This percent increase in pay was agreed upon and found acceptable during negotiations, and later by vote of the Union body, as part of this Agreement.