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**AGREEMENT BETWEEN  
THE CITY OF OREGON AND  
THE OREGON PART-TIME  
FIREFIGHTERS ASSOCIATION**

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

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## AGREEMENT

This Agreement is entered into by and between the City of Oregon and the Oregon Part-Time Firefighters Association, being all matters agreed to at the conclusion of negotiations. The parties agree and understand that the following terms and conditions constitute their agreement for the period from July 1, 2014 through June 30, 2017.

## RECOGNITION

The City recognizes the Union as the exclusive representative for bargaining concerning wages, hours or terms and conditions of employment for all part-time employees in the fire department.

The Union is recognized as the bargaining agent for the purposes of establishing wages, hours of work, the handling of grievances and all other terms and conditions of employment.

In the event the roles and responsibilities of the District Chief's and Assistant District Chief's currently within the bargaining unit are changed or new responsibilities are created, the parties will agree to meet to determine if such positions shall continue to be included in the bargaining unit. Thereafter, the matter will be submitted to SERB, either jointly or individually, for determination.

## ARTICLE I- MANAGEMENT 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:

- (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.

## **ARTICLE II- WAGES**

- A. Wage rates provided for in Exhibit C shall remain in effect throughout the duration of this agreement. In the event any other City of Oregon bargaining unit receives a pay raise or lump sum prior to the expiration of this Agreement, then the members of this unit shall receive a pay raise in the same amount as the other bargaining unit(s) receive.
- B. The following Chiefs will receive year-end administrative pay as a one-time increase as shown below. This will be paid on the first pay in December.
  - Deputy Chief - \$500.00
  - District Chief - \$400.00
  - Assistant District Chief - \$300.00

## **ARTICLE III- BENEFITS**

- A. City agrees to use its best efforts to obtain and make available prescription card coverage and/or full hospitalization coverage at the expense of the employees in this unit.
- B. City will make payment to the Oregon Firefighters Association in the amount of the premium of VFIS Policy VEP 8436 1986 prior to the annual renewal.

## **ARTICLE IV- PAYCHECK POLICY**

The City agrees that the regular paycheck will be made available on the first pay period each month by 3:00 pm. The city will provide a report on the first pay period that is available to all employees, which contains a breakdown of each hour paid, and the purpose for which each hour is paid during the pay period.

## **ARTICLE V- SICK TIME CONVERSION**

Part-time employees can accumulate sick time benefits to be used if part-time employees become full-time employees of the City's Fire Department. Maximum sick time accumulation will be ten (10) sick days based on five (5) consecutive years of service. For each year of consecutive service, two (2) days of sick time will be accumulated to the ten (10) day maximum.

## **ARTICLE VI- SCHEDULING**

In the event the City determines to schedule firefighters on full or part-time regular or fixed shifts or hours, other than what has been practiced in the past for emergency situations, the parties agree to reopen the contract pursuant to R.C. 4117.14 for negotiations over these changes. The City shall provide the Union with written notice of its intent to place firefighters on full or part-time regular or fixed shifts or hours at least 120 days in advance of said schedules taking effect and shall serve the Union and SERB with a written notice to negotiate at least ninety (90) days in advance of the effective date of any regular or fixed schedule.

If the City requires employees to work regular or fixed or full-time shifts performing fire suppression or basic EMS duties, any such positions shall be filled with existing part-time firefighters. If any specialized training is needed, the City will pay the cost, wages, and travel for the necessary training. Specialized training is defined as any other training needed to fulfill the position requirements beyond the 120 level firefighter and EMT-basic.

## **ARTICLE VII- CIVIL SERVICE TESTING AND PARAMEDIC TRAINING**

The City agrees to recommend to the Oregon Civil Service Commission to retain the current testing method for the hiring of fulltime Firefighter II/paramedic as provided in Exhibit B of this Agreement. The City and Union agree to appoint representatives to meet as needed to discuss and make recommendations to the Civil Service Commission regarding any proposed changes to this testing method. The City and Union also agree not to present any recommendations to the Commission regarding the testing method by either party or its members. The City and Union agree that the goal of such recommendations is to provide opportunity for the best-qualified, part-time Oregon firefighters to be placed in full-time Firefighter II/paramedic positions.

- a) The parties agree that for any future appointments in the position of Firefighter II/paramedic, no part-time firefighter shall be eligible for appointment to such full-time position without being duly certified as a paramedic.
- b) Part-time firefighters with at least two (2) years of service with Oregon are eligible to take the test for full-time Firefighter II/paramedic, but may not be appointed to such position unless they have been duly certified as a paramedic.
- c) Should there be less than three (3) qualified candidates on the eligibility list for each vacancy, the City may go to the outside to supplement the eligibility list for up to three pursuant to the testing procedure set forth in Exhibit B (2, 3).

- d) The City shall pay the cost of paramedic training for any part-time firefighter for up to five (5) in any one year. This shall include the cost of tuition, books, and the final examination. The City shall not pay wages or cost of transportation for part-time firefighters electing to participate in paramedic training.
- e) If a certified paramedic who has had his/her training paid by the City severs all ties to the City fire division within twenty-four (24) months of completing the training, the paramedic will then be required to reimburse the City for the cost of the training.
- f) Any member that is chosen and accepts the City-sponsored training and chooses to quit the training for non-exigent circumstances will be responsible for the total cost of the training and must repay the City of Oregon all costs incurred.
- g) The bargaining unit will present to the Administration a procedure for choosing members that may apply for the training assistance and work with the Administration to ensure a fair and equitable system is put into place. The final decision as to who will receive the training assistance will rest with the Chief of the Fire Division.
- h) The City shall use its best efforts to schedule appointments to full-time Firefighter II/paramedic to account for those who are within ninety (90) days of completing paramedic training.
- i) All training sessions must be approved by the Fire Chief in advance. The City shall pay the cost for approved training sessions in accordance with section (j) of this Agreement. All firefighters attending mandatory training sessions required by the Fire Chief shall be paid their current rate of pay for all hours they are in training. Firefighters voluntarily attending training sessions shall not be paid. Firefighters taking voluntary training shall not be paid for time in travel, nor compensated for meals. Firefighters attending mandatory training sessions shall be paid for time in travel. However, voluntary attendees at the State Fire School shall be compensated at their current rate of pay for all hours they are in training. Attendees at the State Fire School shall be limited to six persons per year. In addition, voluntary attendees at the Regional Fire School shall be compensated at their current rate of pay for all hours they are in training. Attendees at the Regional Fire School shall be limited to 15 per day. The Fire Chief shall also determine who may attend any session requested by more than the authorized number of attendees. If the Fire Chief determines it is in the best interests of the City, he may, in his sole discretion, compensate attendees at voluntary training sessions at their current rate of pay.
- j) City agrees to fund the following classes if completed with a passing grade and certificate where issued but must get prior approval before enrolling in the class from the City's Fire Chief.
  - 1) Paramedic Training and Certification
  - 2) Fire II (transition) Training and Certification
  - 3) Instructor Training (either and/or Fire and EMS)
  - 4) Fire Safety Inspector Training and Certification
  - 5) Emergency Medical Technician Intermediate (EMTI)
  - 6) Any other fire or EMS related courses as approved by the City's Fire Chief that would benefit the Oregon Fire Department
- k) Firefighters unable to attend regularly scheduled evening training sessions will be allowed to participate in daytime sessions when available. Employees will be permitted to attend both morning and evening training sessions provided the topics are different.

The employee may only be compensated for a maximum of five (5) drills in one calendar month. Employees may schedule special training (eg. videos) with the training officer to fulfill their evening training requirements.

- l) Recruits will be promoted to firefighter, provided that he/she is recommended by their District Chief, has all the required training completed, and is in good standing. The timeframe for promotion from recruit to firefighter shall not exceed twenty (20) months.

### ARTICLE VIII- UNIFORM POLICY

- (A) Uniforms will be replaced as follows:

|   | DATE DUE |
|---|----------|
| All season jacket every four years<br>(Cost per coat up to a maximum of \$200.00) | 2017     |
| Class A dress shirts every three years  | 2015     |

- (B) Belts and ties as needed at the discretion of the City's Fire Chief. All city furnished clothing must be kept in a presentable condition. Shirts provided must be worn at any public function when acting in the capacity as an Oregon Firefighter. Any alterations and/or replacement costs will be paid by the City if the City's Fire Chief determines alterations and/or replacement is needed. However, no individual items will be replaced more than once in any five-year period unless shared equally by the City and the Bargaining Unit member.
- (C) In the event an employee's eyeglasses or contact lenses are lost or damaged while on duty, the City shall pay replacement or repair costs, given the employee took reasonable care to avoid such damage or loss. It is the firefighters responsibility to notify the Fire Chief immediately, in person or by phone, of such damage or loss. The firefighter shall submit a written statement attesting to the circumstances that caused the damage or loss, and all receipts for replacement or repair within 30 days of notifying the Chief. In the event of a dispute whether this section applies, the decision of the Fire Chief shall be final.
- (D) The City agrees to provide the necessary equipment or kit, including prescription lens inserts, for firefighters needing corrected vision while wearing a SCBA mask. The City and the Association agree to form a committee to determine the type, style and color of jackets. The committee shall consist of three members each (a total of six). The City shall purchase a jacket comparable in all respects to that selected by the committee. The committee shall approve the final product prior to purchase.
- (E) The City and the Association agree to form a committee to determine the type, style and color of jackets. The committee shall consist of three members each (a total of six). The City shall purchase a jacket comparable in all respects to that selected by the committee. The committee shall approve the final product prior to purchase.

- (F) The City agrees to issue a new coat and sport shirt to Recruits upon completion of their Firefighter I Course and Basic EMT Course and passage of both.
- (G) The City is to pay for Fire Department Service Awards Pins that are presented annually at five-year intervals (5 year, 10 year, 15 year, 20 year, etc.). This service pin is to be the design that is currently used by the Fire Department.

### **ARTICLE IX- WORK RELATED INJURY POLICY**

The City will advance insurance benefits to provide injury pay up to \$930.00 with the Chief's authorization to extend if check delays are at no fault of the employee. If prompt payment of this allowance is not made after receiving benefits, the employee is subject to disciplinary action. The City will advance a net payment of up to \$930.00 in lieu of Worker's Compensation benefits. Tax deductions will be made from the gross amount so that the net amount to the employee will be up to \$930.00. When employee turns over to the City the Worker's Compensation check(s), (repayment must be paid on the gross amount), the employee's W-2 will be recalculated to reflect the payments made to the City.

The City and the Union are committed to workplace safety and agree to cooperate in matters of safety, health, and sanitation in order to ameliorate workplace conditions and hazards that could result in accident, death, injuries, and illness among employees.

### **ARTICLE X- PAY FOR COURT TIME**

Employees shall be paid their regular rate of pay for all time spent appearing in any court of law resulting from an on-duty incident. Any employee who receives a subpoena or other summons requiring an appearance before any court or tribunal shall notify the Fire chief immediately upon receipt. The employee must present a copy of the subpoena before payment is allowed. The employee agrees to turn over to the City any compensation provided by the court for their appearance.

### **ARTICLE XI- SAVINGS CLAUSE**

It is the intention of the parties that the provisions of this Agreement conform to applicable federal, state or local law. If any provision of this Agreement violates any federal, state or local laws as presently enacted or enacted or amended during the term of this Agreement, such provision shall be inoperative to the extent that it is at variance with such law, but all remaining provisions of this Agreement shall remain in full force and effect. The parties shall discuss any provision found to be unlawful and any remaining differences between the City and the Union with respect to such provision may be resolved by any mutually agreed upon procedure.

## **ARTICLE XII- DISCIPLINE AND GRIEVANCE POLICY**

- A. Employees shall not be discharged or disciplined without cause. Discharge or disciplinary action may be subject to the grievance procedure under this Agreement.
- B. An employee, or the union with written permission of the employee, may be permitted to review the employee's personnel file and copy any material found therein. Disciplinary action will cease to have effect for purposes of progressive discipline in accordance with the following schedule, as long as no intervening discipline occurs:
  - 1. ORAL REPRIMANDS: one (1) year from the date of the reprimand.
  - 2. WRITTEN REPRIMANDS: two (2) years from the date of the reprimand.
  - 3. SUSPENSIONS: four (4) years from the date of the suspension.
- C. The now existing grievance procedures for part-time firefighters shall remain in full force and effect under this contract as set forth in Exhibit A attached hereto and incorporated by reference. Management rights not covered by this contract shall remain in full force and effect under this contract.

## **ARTICLE XIII- WORK RULES**

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

## **ARTICLE XIV- NON-DISCRIMINATION POLICY**

Neither the City nor the union shall unlawfully discriminate against any employee because of race, creed, color, sex, age, religion or handicap or because of union activity not in violation of this agreement. Nothing in this section shall be construed to prevent an employee from pursuing a claim for discrimination in a judicial forum for an alleged violation of his or her state or federal employment rights.

## **ARTICLE XV- EMPLOYEE RIGHTS**

- (A) An employee has the right to the presence of a representative of his/her bargaining unit if he/she so desires; and the right to cross-examination of all witnesses at disciplinary hearings in which he/she is required to participate, including arbitration.

- (B) Before any employee may be charged with any violation of the employer's rules and regulations or procedures and policy for a refusal to answer or participate in an investigation, he/she shall be advised that his/her refusal to answer questions, or to participate in any such investigation, may be the basis of such charge.
- (C) Any interrogation, questioning or interview shall be conducted at a reasonable hour. The employee shall be compensated at the applicable rate of pay while he/she is required to participate in the interview or questioning. Interview sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods and for other physical necessities.
- (D) The employee shall be informed of the nature of the investigation prior to any questioning.
- (E) The Employer may divulge the fact that a particular employee is under investigation, but unless required by law, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Union when, upon inquiry, the Employer divulges the fact that an employee is under investigation.
- (F) An employee who has been charged with a violation of any rules and regulations or policy and or procedures, shall, upon request, be provided the opportunity to inspect and receive a copy of written statements and any other materials as a condition to their use at an administrative hearing on such charge.
- (G) No hearing that might result in dismissal, demotion, suspension, or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least five (5) calendar days prior to the hearing, unless postponed for good cause.
- (H) Any employee brought in for an internal investigation has the right, upon request, to have a Union representative present.
- (I) If an employee is under internal investigation, and any rights conferred by this Agreement are violated, the violation shall be subject to the grievance procedure.
- (J) All investigations of employees from complaints shall be clearly marked as to the result of the investigation, e.g. unfounded, supported, etc.
- (K) For the purposes of this Agreement, probationary employees (recruits) shall enjoy the benefits and protections of this agreement, except where superceded by specific provisions. The City maintains the sole and exclusive right to terminate, suspend, or discipline probationary employees and such action shall not be subject to the Grievance Procedure.

## ARTICLE XVI- UNION INVOLVEMENT

### Union Representation:

- (A) The Union shall have a Steward at each fire station. The Union shall notify the City in writing at any time a Steward is designated or at such other time as there is a change.
- (B) A Steward shall have the right to be present when an employee is disciplined and may be present upon request of the employee at any investigatory interview, which may lead to discipline. The City agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint, or coercion by the City or its representative against any lawful employee activity permitted by this Agreement in an official capacity on behalf of the Union. The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce in an effort to recruit membership to the union.
- (C) The City shall allow the Union to maintain one bulletin board at each station. The Union shall be responsible for the maintenance and replacement of the bulletin board. The City shall have the right to remove any material that violates the provisions of section (D) of this Article.
- (D) The Union agrees that no notices, memoranda, posters or other forms of communication will be posted on the bulletin boards if the material contains any defamatory, political (except Union election notices), controversial material or any material critical of the City or its employees. The union shall supply one copy to the Fire Chief when posting material.

### Labor-Management Committee:

- (A) In the interest of sound labor-management relations, the Union and the City shall meet at agreed upon dates and times for the purpose of discussing those matters outlined in Section B below. Normally, meetings held pursuant to this Article shall be held once every three months, unless urgent matters require additional meetings. The Labor-Management Committee shall be comprised of three representatives of the City and three representatives of the Union's choosing, unless otherwise agreed to for purposes of specific meetings.
- (B) Either party may request a Labor-Management Committee meeting if a recurring issue or an emergency meeting must be scheduled. At a reasonable time in advance of a Labor-Management Committee meeting the parties shall exchange agenda items, including discussion topics described with sufficient particularity to allow the parties to prepare for such discussions, and lists of the names of persons who will attend.

Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

1. Administration of this Agreement;
2. Changes made by the City which might affect bargaining unit members;
3. Grievances, which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
4. General information of interest to the parties;
5. Union representatives' opportunity to share the views of their members and/or to make suggestions on subjects of interest to their members;
6. Ways to improve efficiency and work performance;
7. Training matters;
8. Uniforms;
9. Recommendations to the Civil Service Commission regarding testing procedures for full-time Firefighter/EMTs and/or Paramedics;
10. Matters of safety and health.

## EXHIBIT A

### Part-time Fireman Grievance Procedures:

Any fireman who feels a provision of this contract has been violated may file a grievance utilizing the enclosed forms for that purpose.

PRELIMINARY STEP - Any fireman having a complaint shall first attempt to resolve it informally with his/her immediate supervisor or District Chief at the time of the incident giving rise to the grievance occurrence. At the conclusion of the informal meeting, the supervisor will fill in the appropriate Form DPS 81 providing all the 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. When two (2) or more employees have the same complaint against the City, one grievance may be written for the affected employees. At least one (1) affected member of the bargaining unit shall sign the grievance and shall attach a list of all additional affected employees to the grievance. One representative of the employees may meet informally with the immediate supervisor or District Chief at this Preliminary Step of the grievance process. If the employee-grievant is not satisfied with the response from his/her immediate supervisor he/she may pursue the formal steps as follows:

STEP ONE - IMMEDIATE SUPERVISOR OR DISTRICT FIRE CHIEF - A fireman having a grievance shall present it to his/her immediate supervisor or District Chief within five (5) working 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 District Chief in writing using the appropriate DPS Form 82. 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 his/her receipt on the form. Within five (5) calendar days of the immediate supervisor's or District Chief's receipt of the written grievance, he/she shall schedule a meeting with the employee grievant to discuss the grievance. At such meeting the employee-grievant may bring with him/her the union steward or 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 two (2) working days after his/her receipt of it and following the above required meeting.

STEP TWO - APPROPRIATE DEPARTMENT HEAD OR CHIEF OF FIRE - Should the employee grievant not be satisfied with the written answer he/she received in Step One, within five (5) calendar days after his/her receipt thereof, he/she may carry the grievance to his/her

Department Head and request that the meeting contemplated by this step be scheduled. Upon receipt of the grievance, the Department Head or the Chief of Fire shall indicate the date and time of his/her 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 the union steward or one (1) other employee in the agency to accompany him/her 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 Department Head or Chief of Fire shall respond to the grievance by writing his/her answer on the form and returning the original to the employee-grievant and any other required copies.

STEP THREE - MAYOR - Should the employee-grievant not be satisfied with the written answer he/she received in Step Two, within five (5) calendar days after his/her 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 Mayor may appoint a designee in his place.

The employee-grievant may choose the union steward or one (1) other employee in the agency to accompany him/her 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) working days after the meeting with the employee-grievant.

An employee with a grievance involved with a suspension or a discharge may initiate the grievance at 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) working days after the meeting with the employee grievant. An employee filing a grievance involving a verbal or written warning may only advance the grievance to Step Three.

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. However, grievances submitted because of disciplinary action taken against an employee may only advance to arbitration if the disciplinary action involved a suspension, demotion, or termination of that employee. 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 or on an arbitrator mutually agreed to by both parties. 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 who's position is not accepted by the arbitrator. It shall be the specific duty of the arbitrator to assess costs).

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 Mayor will automatically permit a suspension of the time period for action by the Mayor for any period of time that he is either out of town, on vacation or ill during the time period requiring his action.

Approved leave with pay shall constitute an automatic time extension for 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 the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

## EXHIBIT B

### Recommended Testing Method for Full-Time Firefighters

The City agrees to recommend to the Civil Service Commission a promotional exam for Part-Time Firefighters to become Full-Time Firefighters through the following method:

- 1) Give Civil Service Exam for passing grade
- 2) If it is necessary to supplement the eligibility list with outside candidates, the exam will then be given to the outside candidates. The scores from test 1 and test 2 will be merged on to one eligibility list.
- 3) Those who pass the exam will be allowed to take the agility test, which will be a pass/fail test. Only those individuals that pass both the written and agility tests will be added to the eligibility list.
- 4) Civil Service would give the following bonus points exclusively to Oregon P/T firefighters:
  - a) Paramedic Certification 5 points
  - b) Firefighter II Certification \*5 points
  - c) Fire Safety Inspectors Certification 5 points
  - d) Fire and/or EMT Instructors Certification 3 points (1 only)
  - e) Firefighter I Certification \*3 points
  - f) ½ point for each year of service as a Permanent, Part-Time Firefighter for the City of Oregon, maximum years service 20 or 10 points. To qualify for full-time position, part-time firefighter must have two (2) years consecutive service on the Oregon Fire Department. However, firefighters who have completed their probationary period may participate in the eligibility test, but may not be placed on a certified list until completing two consecutive years of service.

\* Cannot get both Firefighter I and Firefighter II credit points - either one or the other.

Veteran Points - Will be given on top of Civil Service Exam passing score to all candidates.

- 5) The above portion will be added, firefighters ranked and the top three (3) will be interviewed for each position opening. The interview will take into account the following factors which will include but are not limited to:
  - a) Driving Record
  - b) Attendance record of drills and meetings
  - c) Activity in answering emergency calls (Fire and Rescue)
  - d) Police Background Check

- 6) The City has the right to select any of the top three (3) candidates for each position opening.
- 7) If for any reason the Promotional Full-Time Firefighters eligibility list drops below three names, the minimum requirement for a valid list, it can be declared invalid. When this situation is reached relative to the Promotional Full-Time Firefighters Exam, the Civil Service Commission, by direction of this contract will give a second Firefighters test that will be open to all individuals who meet the minimum qualifications for the job. The bonus point system applicable to the Promotional Full-Time Firefighters exam will be applied to everyone who meets said criteria and who passes the Firefighters test. The Full-Time Firefighters list will remain valid until such time as the list drops below three (3) names, or one year subject to two 6-month extensions, whichever occurs first. Extensions can be made at the request of the Administration or at the discretion of the Civil Service Commission.

At the time the Firefighters list becomes invalid, the process will be repeated beginning with the giving of a Promotional Full-Time Firefighters exam.

The next test given will be a Promotional Full-Time Firefighters Exam.

## EXHIBIT C

The following rates apply per hour for all employees performing work/training that is scheduled, subject to the modifications immediately following this schedule of rates for fire/rescue responses:

### **2014: 3% Raise**

|                       |          |
|-----------------------|----------|
| Recruit               | \$16.94* |
| Firefighter           | \$22.35* |
| Assistant Engineer    | \$22.68* |
| Lieutenant            | \$22.68* |
| Engineer              | \$23.21* |
| Captain               | \$23.21* |
| Assistant Dist. Chief | \$23.68* |
| District Chief        | \$23.88* |

### **2015: 2.75% Raise**

|                       |          |
|-----------------------|----------|
| Recruit               | \$17.41* |
| Firefighter           | \$22.96* |
| Assistant Engineer    | \$23.30* |
| Lieutenant            | \$23.30* |
| Engineer              | \$23.85* |
| Captain               | \$23.85* |
| Assistant Dist. Chief | \$24.33* |
| District Chief        | \$24.54* |

### **2016: 2.50% Raise**

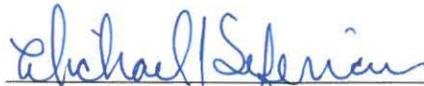
|                       |          |
|-----------------------|----------|
| Recruit               | \$17.85* |
| Firefighter           | \$23.53* |
| Assistant Engineer    | \$23.88* |
| Lieutenant            | \$23.88* |
| Engineer              | \$24.45* |
| Captain               | \$24.45* |
| Assistant Dist. Chief | \$24.94* |
| District Chief        | \$25.15* |

\*The following modifications apply:

- 1) Employees earn one hour of pay for each rescue/fire response when responding from outside the workplace that lasts from 1 minute up to 90 minutes. A response lasting 91 minutes up to 150 minutes shall be paid two hours. A response lasting 151 minutes up to 210 minutes shall be paid three hours. This same incremental pattern of compensation will continue until the response is completed and the employee released.
- 2) No employee may be compensated twice for activities occurring over the same time period. This includes rescue/fire responses occurring during training or other scheduled work

time, multiple responses before an employee is released, or any other work activities occurring while an employee is expected to receive compensation. However, employees called back to the station after being released will be compensated at least one hour (in accordance with paragraph 1 above) for each response, regardless of whether the second response, or subsequent responses requiring the employee to respond after being released, occur during the same time period.

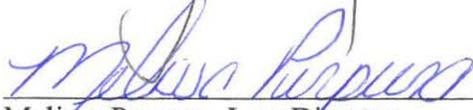
**CITY OF OREGON**



Michael J. Seferian, Mayor



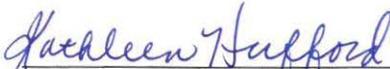
Michael J. Beazley, City Administrator



Melissa Purpura, Law Director



Paul Mullen, Fire Chief



Kathy Hufford, Finance Director

**OREGON PART-TIME  
FIREFIGHTERS**



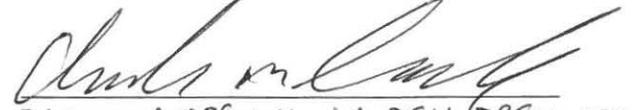
Print name: Andrew J. Reichert



Print name: Matt Wohlgenant



Print name: Christopher Rutkowski Secretary



Print name: ANDREW M. LAURELL TREASURER



Print name: Christopher C. Marsh