

AGREEMENT

Between

THE CITIES OF EUGENE AND SPRINGFIELD

and

THE INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, LOCAL 851



**EUGENE
SPRINGFIELD**



FIRE

EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018

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AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into between the City of Eugene, Oregon and the City of Springfield, Oregon, hereinafter referred to as the "Department" and the International Association of Fire Fighters, Local 851 (IAFF), hereinafter referred to as the "Union." The parties mutually agreed to renegotiate the existing contract. This document is intended to supersede in full the current contract. It is the purpose of this document to set forth the full agreement between the above-mentioned parties.

Article 1 RECOGNITION

- 1.1 The Department recognizes the Union as the sole and exclusive bargaining agent for all members of the bargaining unit, as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment. A listing of classifications currently covered within the bargaining unit is reflected in Appendix A.
- 1.2 Seasonal and temporary employees who are employed for less than three (3) months, or the hourly equivalent, in a calendar year are not covered by this Agreement. Temporary employees will not be employed on a continual basis from one fiscal year to the next, without a break in service of at least thirty (30) days, if they have worked the maximum number of hours in a year. Temporary employees will not be assigned to do fire suppression or advanced life support work. The use of temporary employees will not result in the loss of any regular IAFF positions. The Department will give the Union at least thirty (30) days notice of any temporary employee hired and what work he/she will be performing, unless the Department has a business need to hire in less than thirty (30) days.
- 1.3 The Department agrees not to require any prospective IAFF member to sign a hire agreement which nullifies or modifies any term or condition of this Agreement without the agreement of the Union.
- 1.4 As used in this Agreement, the term "fire suppression employees" includes employees in the following classifications: Firefighter, Fire Engineer, Fire Captain, Fire Training Captain, Fire Instructor, and EMS Instructor. If the Department hires an employee to be a non-rotational Fire Training Captain, Fire Instructor, or EMS Instructor, the employee shall not be a "fire suppression employee". The Department will not fill the Fire Training Captain, Fire Instructor, or EMS Instructor position with a non-fire suppression employee, as defined above, until the position is first offered to all qualified line employees. In this agreement, twenty-four (24) hour shift employees are considered "fire suppression employees".

Article 2 UNION SECURITY AND CHECKOFF

- 2.1 This Agreement applies equally to all members of the bargaining unit. Since each employee in the bargaining unit receives the benefits provided, each must pay an amount of dues specified by the Union, or, if not a member of the Union, an amount in lieu of dues as specified by the Union.

- 2.2 Any employee in the bargaining unit, who has not joined the Union within thirty-one (31) days of this Agreement, or within thirty-one (31) days of becoming an employee, will pay to the Union an amount of money in lieu of dues, specified by the Union, as a condition of employment. The automatic deduction is called "checkoff." The Union shall hold the Department harmless for checkoff.
- 2.3 If an employee objects to checkoff based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, he/she may inform the Department and the Union of the objection. The employee and the Union will establish a satisfactory arrangement for distribution of an amount of money equivalent to Union membership dues to a non-religious charity.
- 2.4 Upon receipt of a completed and signed copy of the form, "Employee Organization Membership Dues Payroll Deduction Authorization Form," the Department will deduct Union dues from the wages of the employee. The Department will not be in violation of this provision due to checkoff errors so long as such errors are adjusted no later than the end of the following pay period after notice of the error is received.
- 2.5 The Secretary-Treasurer of the Union will provide the City with written certification of changes in any amount to be deducted. The City will adjust the dues deduction in the time provided in 2.4 above.
- 2.6 The Union agrees to hold the Department harmless for any action taken or not taken for the purpose of complying with the provisions of this Article provided that, upon notification of errors, the Department corrects such errors within the following pay period.

Article 3 DEPARTMENT SECURITY, NO STRIKE, NO LOCKOUT

- 3.1 The Union will not initiate, nor engage in, and no employee(s) will participate, nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The Department will not lock out employees during the term of this Agreement; however the Department will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the Department's judgment, to warrant continuation of part, or all of, its operations.
- 3.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the Department shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the Department's request in writing.
- 3.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the Department for the unauthorized activity of the employees involved.
- 3.4 In the event employee(s) participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this section, the violating employee(s) shall be subject to disciplinary action which may include discharge.

Article 4 MANAGEMENT RIGHTS

The Department shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department, determining levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer, and promote; to discipline and to discharge its employees for cause; and, to determine work schedules and assign work. Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to grievance.

Article 5 WORK RULES—EXISTING BENEFITS

- 5.1 The existence of a bargaining obligation, and any bargaining required pursuant to such obligation, shall be in accordance with applicable Employment Relations Board rulings and Public Employees Collective Bargaining Act (PECBA) decisions.
- 5.2 The parties agree that if matters of employment relations not addressed by this Agreement are to be modified, the Department will give the Union written notice prior to such action and will, upon request, meet with the Union to negotiate the change and its impact.

Article 6 PRODUCTIVITY

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the Department and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments, or any other means of increasing productivity, may be established and/or revised from time to time, at the discretion of the Department; so long as no right guaranteed employees under this Agreement is violated. The parties may agree to meet at mutually convenient times to discuss means of increasing department productivity.

Article 7 FIRE SERVICE EFFECTIVENESS

- 7.1 The Department and Union share a mutual objective of maintaining high-quality efficient and effective fire and life safety services to the community. Accordingly, the Department and Union shall meet regularly, and work cooperatively, to reduce costs while maintaining service effectiveness.
- 7.2 The Department will keep the Union advised as to arrangements for fire safety and emergency medical services as they are made in connection with any future annexations to the Cities of Eugene and Springfield. The Department shall confer and consult with the Union in connection with such annexations to better ensure that high fire and emergency medical safety standards are maintained.
- 7.3 Should the Department consider subcontracting existing fire and emergency medical services or the introduction of new equipment, it shall notify the Union in writing as to what

work it is considering subcontracting or equipment it is considering introducing. Upon request from the Union, the Department shall provide the Union with all available information necessary to assist the Union in understanding and evaluating the proposal under consideration. All other rights and obligations of the Union and the Department concerning subcontracting or introduction of new equipment shall be provided in this Agreement and in applicable law, rules, or decisions.

Article 8 UNION REPRESENTATIVES

- 8.1 Designated Union representatives shall be allowed time off without loss of pay, during normal working hours, for the purpose of meeting with the Department for negotiating labor contracts, grievance meetings, joint labor/management meetings, investigatory interviews, arbitrations (up to three representatives), or other similar purposes. A principal officer of the Union shall specify to the Department those members serving as representatives. When management is provided with adequate notice (24 hours or more), union officials, while conducting official union business as designated by the Union president, may be exempt from a specific draft. Management reserves the right to deny the request.
- 8.2 The Department will allow Union representatives seven hundred fifty (750) shift hours per fiscal year to perform activities related to Union business or to attend Union functions other than those in 8.1, so long as their absence does not, in the Department's judgment, hamper the normal operation of the Department. The conversion factor in Article 12 applies to forty (40) hour personnel using this time off. When overtime is required of other personnel as a result of such absences, it shall be paid at the rate of time and one-half (1 ½).
 - a. If seven hundred fifty (750) hours are not used within a year, up to three hundred (300) hours may be carried over to the next year, provided that at no time shall the maximum allowable exceed one thousand (1000) shift hours.
 - b. The Department will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work.
 - c. The Department, after proper notice to the Union, may reduce the amount of time paid for if the privilege is being abused.
- 8.3 The Union may use the Department's e-mail system for the following purposes:
 - a. To communicate with management regarding matters of labor relations or related topics;
 - b. To communicate with management or union employees in order to set or give notice of meetings related to Department /Union issues;
 - c. To inform members of the status or outcome of bargaining, grievances, or issues between the Department and the Union, if it is done in a factual and neutral manner;

- d. To communicate matters of general interest regarding Union members, the Department or the Department organization (for example, retirements, births, deaths of members or their families); and
- e. To communicate information regarding an individual member's welfare, as long as it does not violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.

8.4 All communications by the Union using the Department's e-mail system will conform to the following standards:

- a. The Union will not use e-mail to provide political information, solicit support for political causes, or raise funds for political purposes;
- b. The Union will not use e-mail to sell, purchase, or trade private items or property or to raise funds for any purpose. The Union may use e-mail to solicit financial support or leave donations for Union members due to the member's illness or similar circumstances, with prior authorization from the Department;
- c. The Union will comply with the Department's general policy on use of Department equipment and e-mail, except where the terms of that policy are superseded by the terms of this Agreement. Specifically, the Union recognizes that the City's e-mail system is the exclusive property of the Department and that any communications or files generated or distributed by the Union on that system may be accessed by the Department, according to the Department's general policies. The Union agrees that all other policies related to use of work time and use of Department property or resources for personal or Union business continue to apply;
- d. The Department recognizes that the Union may have viewpoints that are different from those of Department management, which may be expressed in the Union's e-mail communications. In all cases, Union e-mail communications will meet the standards generally required for any communication between Department employees. More specifically, communications distributed by the Union over the Department's e-mail system will be factually accurate and complete, and neutrally described; will be respectful in tone and content and will not include personal insults or attacks; and, will avoid content or tone that would create significant disharmony or interfere with the ability to provide service. The parties recognize that communications over the Department's e-mail system may be public records open to public examination unless an exemption applies, and will be cognizant of the fact that all communications sent over e-mail may be available for public review.

8.5 If the Department finds that the Union has violated this Agreement about use of e-mail, the Department may deny the Union further use of its e-mail system. If the Department finds such a violation, it will bring the violation to the Union's attention and attempt to resolve any disagreement. If the Union refuses to modify the language in question, then the Department may give written notice to the Union of the suspension of the Union's right to use e-mail and will specifically cite the communication challenged and the specifics of the violation. The Union may grieve the Department's decision to deny e-mail use. The grievance will be filed at Step Three (3) of the grievance process, and the parties agree to

expedite arbitration. The parties may agree to alternate dispute resolution options in lieu of arbitration.

8.6 Joint Labor Management Committee

- a. Purpose: To improve communication between the Union and Management, the parties agree to establish a Joint Labor-Management Committee (JLMC). JLMC shall discuss ongoing labor-management issues including but not limited to productivity, employee morale, and mutual problem-solving. The JLMC is a forum for Management and Labor to share information on Fire Department Operations and initiate projects that improve overall effectiveness and efficiency. The JLMC shall not engage in collective bargaining, nor shall it have authority to amend the terms of the Agreement or to be involved in the grievance procedure.
- b. Committee Composition: The JLMC membership shall consist of an equal number of participants not to exceed six (6) per side. The JLMC shall establish its own protocols.
- c. Meetings: The JLMC shall meet at least quarterly. Either party may request additional meetings or cancel meetings.
- d. Participation: Because participation is viewed as mutually beneficial for the Department and Union, no person will be penalized for or benefit from participation in this group. Members will not suffer loss of pay for time spent in the JLMC meetings during their regularly scheduled work shift.

Article 9 SENIORITY

- 9.1 Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined as follows:
 - a. For Firefighters hired on the same date, respective seniority shall be determined by averaging the scores on achievement examinations taken during the initial probationary training period prior to being assigned to a shift. In the event of a tied score, seniority shall be determined by lot.
 - b. For all other bargaining unit members hired on the same date, respective seniority shall be determined by lot.
- 9.2 If an employee transfers from outside the bargaining unit, he/she will not lose accrued personal leave or the credit for years of Department service for the purposes of vacation accrual.
- 9.3 Employees who promote to Battalion Chief and who later return to their previously held position shall retain their seniority in the bargaining unit. They may return to their previously held position provided no other bargaining unit member is bumped from their classification. Employees who transfer or promote to positions outside the bargaining unit, and who later return to the bargaining unit, shall have a seniority date computed on the

basis of the periods of time served in the bargaining unit. Employees may return to a bargaining unit classification during their probationary period provided no bargaining unit members shall be bumped from their current classification.

9.4 Classification Seniority means the length of continuous service since the employee's promotion or appointment to a grade or classification. Classification seniority for each grade or classification held continues even though the employee is promoted to a higher grade or classification.

9.5 Lay off means a reduction in the work force.

- a. In the event of a reduction in the work force, layoffs shall be made by job classification on the basis of seniority within the affected classification. An employee laid off from his/her job classification will be entitled to bumping rights, as defined in provision 9.6 below.
- b. The Department may retain sufficient EMT P's to maintain appropriate staffing levels for medic units and first response fire suppression apparatus.
- c. Except in the event of an emergency, the Department will notify the Union at least thirty (30) days in advance of layoffs.
- d. The Department agrees, to the extent practicable, to allow employees to transfer or demote to other open positions, for which they are qualified, in lieu of layoff.

9.6 Bumping means the displacement of an employee in a classification at a lower salary range by an employee with more seniority.

- a. In the event of a work force reduction, employees to be laid off from a job classification may elect to bump into a lower classification provided:
 - 1) the employee is qualified to perform the job duties of the classification at a lower salary range; and,
 - 2) the person displaced has less seniority than the person displacing him/her.
- b. Employees bumping to a position they have not held in the past twenty-four (24) months shall serve a six (6) month probationary period. Employees transferring or demoting to a classification not held previously shall serve the specified probationary period for the position.
- c. Employees bumping to a position, for which they have not completed the initial probation, must complete the remaining portion of the probationary period for that classification. If they do not successfully complete probation, they will be allowed to bump to the next lower classification held.
- d. Employees transferring or demoting to a classification outside their classification series must serve the specified probationary period for that position. If they do not successfully complete probation, they will be laid off but will continue to have recall rights to their original classification as specified below.

- 9.7 Recall: Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. If the employee has not been recalled within the twenty-four (24) month period, he/she will be terminated. Employees shall be called back in seniority order.
- a. Employees may be offered recall to other classifications for which they meet minimum qualifications. If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.
 - b. It is the responsibility of employees on layoff status to maintain a current address on file with the Department. The Department will notify employees of recall in person, by telephone, or, if necessary, by certified letter mailed to the employee's last address on file. Any employee who declines recall to the last classification held, fails to contact the Department within fourteen (14) calendar days of notice, or fails to report for work within thirty (30) calendar days of notice shall be removed from the recall list and considered to have terminated employment with the Department. The Department may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff.
 - c. If an employee is recalled within twenty-four (24) months, his/her unit seniority will be protected and he/she will be given unit seniority credit for the time he/she was laid off.
 - d. If an employee bumps into a lower classification or voluntarily transfers or demotes in lieu of layoff, he/she will have recall rights to his/her former classification. In these situations, employees will be recalled in classification seniority order. The twenty-four (24) month time frame for recall will not apply to this type of recall.
- 9.8 Probation: The entry probationary period is twelve (12) months.
- a. In exceptional circumstances, the probationary period may be extended. When extending probation, the Department shall give the employee written notification, with a copy to the Union. Entry probationary employees are not regular and serve at the pleasure of the Department and may be disciplined or discharged without recourse to the grievance procedure.
 - b. Promotions within the unit are subject to a twelve (12) month promotional probationary period, with extensions in special circumstances, except as noted below. If employees who have promoted do not successfully complete probation, they will be moved back to the classification held prior to promotion.
 - c. Employees who are promoted to the Fire Captain classification will be placed one step below top step of their new salary range.
- 9.9 Preference in vacation scheduling within a work section and/or shift is by bargaining unit seniority.
- 9.10 Shift employees will be allowed to submit requests for transfer to another shift or station. Transfer requests submitted to the Deputy Chief of Operations by December 1st each year will be considered for transfer during the upcoming year. Employees' preferences will be

considered in making assignments, along with a number of other factors necessary to achieve an appropriate balance in the station, such as EMT level, membership on a special team, experience level, special skills, or career development program participation. All else being equal, seniority will be considered in making assignments. The Department has the right to make the final decision regarding station or shift assignment.

- 9.11 An employee loses seniority if he/she:
- a. Voluntarily quits work or retires;
 - b. Is discharged;
 - c. Fails to return from layoff to the last classification held within thirty (30) days following the request to do so; or
 - d. Is laid off for more than twenty-four (24) months.
- 9.12 Failure to report for three (3) consecutive working days without authorization or notice shall be considered a voluntary termination unless the Department determines to the contrary or the employee shows good cause for the failure to make the required notice.

Article 10 OUTSIDE EMPLOYMENT

- 10.1 Employees employed other than with the Department must, as soon as reasonably practical, advise the Department of such employment on forms provided by the Department for that purpose. For purposes of this Article, employment includes all paid employment, ongoing self-employment, volunteer firefighter, and reserve law enforcement officer. The completed form should be turned in to the employee's supervisor. Such employment must:
- a. Be compatible with the employee's Department work;
 - b. In no way detract from the efficiency of the employee's Department work;
 - c. In no way be a discredit to Department employment; and
 - d. Not take preference over extra duty required by Department employment.
- 10.2 The Department may, upon reasonable grounds, revoke permission to hold outside employment at any time based upon the criteria outlined above in 10.1.

Article 11 HOURS AND OVERTIME

- 11.1 As used in this Article:
- a. Overtime means 1) those hours worked in excess of, and contiguous with, an employee's assigned shift; or, 2) those hours worked in excess of the FLSA standard for the applicable work period.

- b. Call-back means those hours worked which are not contiguous with an employee's assigned shift.
- c. Holdover means those hours worked in excess of, and continuous with, the end of an employee's assigned shift.
- d. Emergency Overtime means those hours worked for fire or other emergencies which require the call-back of additional personnel to augment on-duty personnel or to maintain minimum staffing levels when on-duty employees are involved in emergency situations.
- e. Draft means an involuntary assignment to work overtime other than overtime that is the result of a holdover, mandatory drill, training, or meeting.
- f. Non-emergency overtime means all those overtime hours worked which are not emergency overtime.
- g. Work Shift means those hours assigned in a twenty-four (24) hour period beginning with the start of the employee's scheduled shift.
- h. Work Schedule means the scheduled work week of an employee (e.g., days and hours assigned to work) in his/her established work period. Work period means the established and regularly recurring period of work (number of days) designated under FLSA guidelines.
 - 1) The work period for shift employees under the provisions of the FLSA section 7(k) is twenty-seven (27) days. Kelly Days are scheduled in accordance with Article 11.3 of this contract in lieu of FLSA payments for regularly scheduled overtime.
 - 2) The work period for all forty (40) hour week employees is seven (7) days, beginning at 0001 Sunday and ending at midnight, Saturday.

11.2 Hours worked and regular rate of pay in the calculation of FLSA overtime are as defined under the act. Overtime will be rounded to the nearest tenth (1/10) of an hour.

11.3 The work week for fire suppression and emergency services personnel will consist of a fifty-two and eighty-nine hundredths (52.89) hour work week (twenty-four [24] hours on/forty-eight [48] hours off), with every eighteenth (18th) shift off.

- a. The work week for all other personnel in the bargaining unit will be a forty (40) hour work week, normally consisting of five (5) days, eight (8) hours per day. The parties recognize that certain assignments may require other work hours within the forty (40) hour work week. The Department shall notify employees and the Union of special hour requirements of any assignment. Employees who accept such assignment after notice shall be deemed to have agreed to those special conditions. During the term of the special assignment, the Department shall not change the special hour assignment without reaching an agreement with the affected employee(s) regarding the change. Nothing herein prevents the Department from assigning employees to work forty (40) hour schedules on a temporary basis for such things as special assignments, training,

or light or modified duty assignments. Nothing herein prevents the implementation of alternative work schedules, so long as it does not exceed FLSA standards. The Department agrees to notify the Union and bargain the impact of the change prior to the implementation.

- 11.4 For forty (40) hour employees, the parties agree to determine overtime eligibility on a work week basis, if mutually agreed upon by the employee and the supervisor.
- 11.5 Forty (40) hour employees working overtime assignments on the line will receive the appropriate base twenty-four (24) hour shift employee wage rate. The overtime rate for working on the line will be calculated using a compilation of the forty (40) hour earnings and the twenty-four (24) hour shift employee earnings, in accordance with FLSA.
- 11.6 The following provisions will establish the compensation for training for all twenty-four (24) hour shift employees: (Training related to development programs is not covered by these provisions.)
 - a. Training assigned by the Department that an employee is obligated to attend, unless his/her absence has been approved by the Department, is considered mandatory training. For mandatory training, any overtime earned will be given contract overtime.
 - b. Training authorized by the Department which an employee has the option to attend is considered voluntary training. For voluntary training, any overtime earned will be given FLSA credit only. Employees will be informed in writing, with a copy to the Union, if training is voluntary, at least one (1) week prior to attending the training, unless there is a valid business reason for not being able to do so. If the Department fails to notify employees as specified, the overtime will be compensated as mandatory training. Time spent in travel to or from training is not considered time off in terms of this provision.
 - c. Training of Five (5) Days or More - Employees who attend training for five (5) days or more will be placed on a five (5) day/forty (40) hour schedule and will not be required to work twenty-four (24) hours prior to and forty-eight (48) hours after training or, as determined by their work schedule, forty-eight (48) hours prior to and twenty-four (24) hours after the training. Time spent in travel to or from training is not considered time off in terms of this provision. Employees will not lose FLSA time for the period of the training as a result of the change in their schedule. If their hours exceed the standard hours, they will receive additional FLSA credit. Note: Employees' FLSA cycle will not be changed.
 - d. Training of Less Than Five (5) Days - Employees will receive contract overtime and/or FLSA credit (as defined above in 11.6.a. and b.) for the time spent in actual training on non-shift days. If an employee is attending training that results in working four (4) days in a row, the employee will be given at least twelve (12) hours off, contiguous with the training, either before or after the training.
 - e. Out-of-Town Training (over sixty [60] miles away) - If going out of town for training for more than one (1) day, employees who are scheduled to work the day before will be released from work in sufficient time to travel and arrive at their destination by 2100

hours. If scheduled to work on the day the training ends, employees will be released from work for the remainder of the shift.

- f. Employees who are working the day before and/or the last day of training may request an assignment other than the medic unit. The request will be accommodated, if at all possible.
 - g. Employees will receive contract overtime and FLSA credit for attending mandatory medical training required for recertification as an EMT. The employee will be relieved from duty at 2000 hours for the remainder of the shift the day before the training.
 - h. Study time associated with training and any free time before, during, or after training shall not be compensable for either mandatory or voluntary training assignments, unless an exception is granted by the supervisor in advance.
- 11.7 Eligible full-time employees who are required to work more than their established work schedule will be compensated for such extra hours at one-and-one-half (1 ½) times the straight time rate. Part-time employees will be compensated for extra hours at the rate of one-to-one (1:1) for all hours up to forty (40) hours. All hours beyond forty (40) hours will be paid at one-and-one-half (1 ½) times the regular rate. Overtime pay is based on the position worked (e.g., employees working overtime in a higher classification shall receive one-and-one-half (1 ½) times the pay rate provided in Article 13 for his/her work in that higher classification). Overtime will be rounded to the nearest tenth (1/10) of an hour. Rounding will be done in the standard manner, where two (2) minutes or less beyond the tenth (1/10) is rounded down and three (3) minutes or more beyond the tenth (1/10) is rounded up.
- 11.8 The Department determines when overtime is to be worked and in what classification, consistent with good safety standards, and based on staffing requirements as detailed in the ELOG Roster Staffing manual. The ELOG Roster Staffing manual shall be mutually updated by the Department and the Union. When non-emergency overtime is required, it shall be offered to regular employees by classification for the position needed. For emergency overtime, or when no one accepts voluntary, non-emergency overtime, the Department has the right to require an employee to report to work. (Note--exceptions to this are listed in the Department policy manual.)
- a. For purposes of assigning overtime, the Department will maintain overtime rosters for each classification or rank. (See Appendix B.) The Department will maintain three (3) overtime rosters -- a short term list for overtime assignments which are less than thirteen (13) hours in length, a long-term list for overtime assignments which are thirteen (13) hours or longer, and an out of town medic transfer list. Eligible employees will be listed on overtime rosters in order of seniority.
 - b. For twenty-four (24) hour shift employees, overtime will be offered on a rotational basis from the appropriate overtime list. (See Appendix B.) Overtime will be offered to eligible employees as listed on the roster unless special skills are required to perform the work. For procedures regarding overtime hiring, see the Department policy manual. The Department agrees to notify the Union and negotiate changes to these policies that involve mandatory subjects of collective bargaining.

- c. For the purposes of determining hiring order all overtime hours will be tracked by the actual hours accumulated while working overtime in any classification or position. Individuals who entered their name on any overtime list will have their individual overtime standing determined by the total amount of overtime hours worked. This overtime count will also include any hours accumulated as a result of being drafted. In the event there is an equal amount of overtime hours worked between two or more signed up employees, seniority will then be the determining factor.
 - d. Overtime hours earned on Thanksgiving, Christmas Eve, and Christmas Day will not be added to the employee's overtime hours total. This includes regularly hired overtime as well as drafts. If drafted, the employee will receive a draft count as usual.
- 11.9 If the voluntary sign-up list has been exhausted, the least senior employee in the classification needed, based on bargaining unit seniority, may be drafted to work. The employee will be contacted and notified of the draft. The drafted employees may find another qualified employee willing to work. The drafted employee is exempt from further drafts within the applicable twenty-four (24) hour shift. The employee can refuse the draft only if he/she is physically incapacitated, or on approved personal leave or trade. In addition, if the draft creates an undue hardship, the drafted employee must make a concerted effort to find a qualified employee to work the draft. If unable to do so, the drafted employee will contact the hiring authority. It is the employee's responsibility to notify the Department of the valid reason, as defined above, for refusing the draft.
- 11.10 Drafting shall occur in inverse seniority order for the position needed. Employees shall not receive additional drafts in a given year, October 1st through September 30th, until all other employees in the position have been drafted once in the year or contact is attempted at that time with all other employees in the same position. The intent is to evenly distribute drafts within a drafting year. On October 1st of each year, the draft count will be reset and drafting will begin again in inverse seniority order.
- a. If an employee is working Christmas Eve, the Department will attempt to hire overtime or draft off duty personnel before drafting the off going personnel for Christmas Day.
 - b. If an employee is scheduled to work Christmas Day, they will not be eligible to be drafted on Christmas Eve.
- 11.11 Call-back pay is a guarantee of a minimum number of hours of overtime. Employees will receive call-back pay when called back to work outside their regular work schedule, except when the hours worked are contiguous with an employee's shift. When the hours worked are contiguous with the employee's shift, overtime will be paid only for the actual additional hours worked. Call-back for non-emergency overtime is two (2) hours. Call-back for drafts and emergency overtime is four (4) hours. Employees will receive emergency pay when called back to work outside their regular work schedule, except when the hours worked are contiguous with an employee's shift. When the hours worked are contiguous with the employee's shift, overtime will be paid only for the actual additional hours worked in an emergency capacity. Overtime associated with voluntary assignments on administrative committees, such as the Department standing committees, will be paid only for the actual hours worked and will not be subject to this provision.

- a. Except for calls made under 11.8 above, employees are eligible for two (2) hours of call-back pay if they are contacted by telephone or ELOG while at home to come in for emergency overtime, but are subsequently re-contacted and instructed to disregard.
 - b. Employees are eligible for two (2) hours of call-back pay if they are notified to come in for emergency overtime but subsequently re-notified and instructed to disregard. Department approval of overtime shall be contingent upon the employee's contact of the Battalion Chief's office within fifteen (15) minutes of the disregard to verify that he/she was enroute. A message left on the Battalion Chief's telephone voice mail system shall constitute notice.
- 11.12 For twenty-four (24) hour shift employees, a flat rate of 0.5 hours of overtime compensation or compensatory time will be granted, at a ratio of 1:1.5, for each shift transfer occurrence outside of the normal work shift. Overtime compensation for transfers related to special team drills will be given at a ratio of 1:1.5 for the actual time spent. The loading and unloading of gear will be done on duty as much as practical without impeding emergency response. The Department reserves the right to change from a flat rate to actual time in the future. Transfer time compensation shall not apply to moves associated with trade time or any prearranged standbys that do not require the use of turnouts, unless an additional transfer is required beyond the initial reporting location.
- 11.13 For general phone calls, the employee will be paid following the guidelines established under FLSA. Phone calls received at home for the purposes of questions or inquiries on work-related subjects are considered work performed under FLSA. However, consistent with all-time recording under FLSA, if the time is considered de minimis, it will not be compensable. The employee must work at least a tenth (1/10) of an hour [six (6) minutes] before receiving pay.
- 11.14 If routine overtime is scheduled in advance, the Department will post the routine assignment, when practical, including job requirements. Routine overtime can be referred to as overtime that requires general firefighter skills (e.g. NFPA Firefighter I related skills). Employees meeting the requirements may sign up. The most senior of the employees who sign up will be assigned the overtime. This provision shall apply only to routine assignments not involving particular skills, aptitudes, or qualities.
- a. Examples of routine overtime are participating on Fire/EMS Operations committees, station maintenance/upkeep, reserve equipment coordination, staffing the Lane County Fair Booth, and teaching general Firefighter I skills.
 - b. Examples of overtime that are not routine overtime are water rescue, airport, paramedic, and special rescue assignments, etc. Assignments to Department standing or administrative committees also would not be considered routine overtime.
 - c. If other instances or scenarios arise regarding clarification between routine and non-routine overtime, the Department and the Union will discuss the issue.
- 11.15 Probationary and regular, full-time employees of the Department are eligible for emergency call-back within the Department to augment on-duty staff.

- 11.16 Nothing within this Article shall be construed to nullify, or otherwise limit, mutual or automatic aid agreements between the Department and other jurisdictions.
- 11.17 Employees may state a preference in payment for overtime worked as either monetary compensation or compensatory time off or an equal split of the two options, except as noted in 11.19 below. The Department will consider the employee's preference in acting on the request. If the employee's preference cannot be met, the Department will give reasonable notice of the method of compensation. However, the Department will not mandate that an employee accept compensatory time in lieu of overtime. Employees may elect to take up to twenty-four (24) hours per pay period of accrued compensatory time as pay in lieu of time off. The Department and Union will jointly develop a policy for requests and approvals to receive accrued compensatory time as pay. The practice will be implemented after the policy is agreed upon.
- 11.18 Forty (40) hour week employees may accrue up to one-hundred eighteen (118) hours of compensatory time; twenty-four (24) hour shift employees may accrue up to one-hundred fifty-six (156) hours of compensatory time. Compensatory time earned in excess of the maximum accrual amount shall be paid off automatically at the end of the pay period in which it is earned at the appropriate base wage rate. Forty (40) hour week employees who earn compensatory time while working overtime assignments on the line will have those hours converted per Article 12. The Division Manager has the authority to grant approval to exceed the maximum accrual amount.
- 11.19 Employees receiving overtime for which the Department can document reimbursement by an outside agency or other City departments, will receive monetary compensation for the time worked and will not be eligible to elect compensatory time as their preference in payment.
- 11.20 If a request is made to use compensatory time off, it will be granted within a reasonable period. If an employee requests to use compensatory time on a day when no vacation or compensatory time slots are available, an alternate day will be offered within a forty-five (45) day period of the date requested. The employee may choose any open vacation or compensatory time slot from the roster within that time frame. If there are no open slots, the employee should work with his/her supervisor to determine an alternate date as mutually convenient as possible to both the employee and the Department. Compensatory time may be placed in an open vacation slot. However, if a vacation request is received at the same time as a compensatory time request, the vacation request will be given preference for the vacation slot.
- 11.21 Employees assigned to a twenty-four (24) hour shift schedule may not work more than ninety-six (96) consecutive shift hours, including regular shift, overtime, and trade time. This time does not include holdover time, time while working at an incident or waiting for relief, or time performing non-shift work such as training, staffing for hiring processes, or committee work. Exceptions to the hours limit may be granted by management when necessary to maintain adequate staffing after drafting options have been exhausted. Time limits may be waived for conflagration deployments, which provide for regular rest periods, or for time associated with major emergencies or general alarms.
- a. If working overtime or a trade, when combined with regularly scheduled shift hours, would cause an employee to exceed the ninety-six (96) hour limit, the employee is not

eligible for overtime or trade and must decline it. For the purposes of the overtime rosters, if an employee is prohibited from accepting the overtime due to this limitation, those hours will not be added to the employee's overtime count.

- b. Employees who have worked the maximum number of hours must have a minimum of twelve (12) hours off before being eligible to work. Exceptions to the minimum time off may be granted by management when necessary to maintain adequate staffing after drafting options have been eliminated.

11.22 All overtime due to outside contracts, such as concerts or ball games, shall remain bargaining unit work.

11.23 For unanticipated vacancies that result in a company being understaffed and unavailable for emergency response only the following provisions will apply:

- a. All employees who are on the applicable overtime sign-up list will be contacted in order until the vacancy is filled. If the vacancy is after 0000 hours the scheduled relief of the vacant position shall be offered the position, excluding AIC.
- b. The employee will be informed that the vacancy hire is time sensitive.
- c. The hiring authority has the right to ask the employee the anticipated amount of time needed to report to the assignment.
- d. The hiring authority may bypass any employee that would take longer than sixty (60) minutes to report to the assignment.

11.24 The following provisions apply to Deputy Fire Marshals, who are qualified and are on call and Logistics staff, who are on call to provide fire suppression support.

- a. Employees who are designated by the Department to be on standby status while off-duty, who are subject to a call to duty and who are required to be continuously available to the Department by telephone or other telecommunications device during a specified period of time, will receive compensation for all time spent on standby status at the rate of one (1) hour of regular base pay for each eight (8) hours of standby. Compensation will be calculated by dividing the total number of hours on standby by eight (8), rounded to the nearest eighth (1/8th) of an hour.
- b. Generally, employees will not be required to be on standby status more than fourteen (14) continuous days, unless there is a compelling business reason to do so.
- c. Employees will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay.
- d. Emergency callback pay will begin when the on-call individual arrives at a pre-assigned reporting location.
- e. Employees on standby status must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification.

- f. Deputy Fire Marshals assigned to standby status will be allowed to take a Department vehicle home, so he/she will be able to respond directly to the incident location.
- g. Deputy Fire Marshals assigned to first position on the standby schedule will respond to all requests for Fire Marshals. Generally, callouts for the Deputy Fire Marshal on scheduled standby will be at the discretion of the Incident Commander and shall be for life safety purposes within their normal scope of duties.
- h. Deputy Fire Marshals assigned to second position will not respond to fire marshal emergency call back unless it is for a fire investigation or requested by the lead Deputy.
- i. Standby assignment opportunities will first be offered to employees on a voluntary basis before mandatory assignments are made. Mandatory assignments would only be for a lead investigator/on call deputy.

11.25 Shift Transfers

- a. The Department must give a minimum thirty (30) day notice to an employee who is to be transferred to another shift, except in the case of a transfer required by urgent operational necessity. This notification requirement will not apply to an employee who is transferred as the result of a promotion.
- b. The Department will consider transferring qualified members who have expressed an interest in the transfer opportunity. Written notification of pending shift transfer opportunities will be posted as per accepted means of notification.

Article 12 CONVERSION OF WAGE AND LEAVE ACCRUALS

- 12.1 Employees officially transferred from one work period to another work period with different hours will have their wages, hours, and leave accruals converted to ensure the same total dollar value for the given leave or time. The conversion factor used for changes from a fifty-two and eighty-nine hundredths (52.89) hour work week to a forty (40) hour shift is 1:1.322, or vice versa. As personnel transfer, their accrued time will be converted accordingly to the appropriate ratio based on a forty (40) hour work week. This will provide those employees the same time off as allowed other employees on the same shift with the same accrual.
- 12.2 In the event alterations in an individual employee's shift or schedule results in insufficient compensable hours to maintain their regular base salary for the pay period in which the shift or schedule changes occurs, the Department will make up the resulting difference in pay for that pay period. Shift or schedule changes may include but are not limited to:
 - a. Changing from Daylight Savings time to Standard time or vice versa.
 - b. Moving an employee from regular to light duty alternate schedule or vice versa.
 - c. Moving from A to B or C shifts, B to C or A shifts, or C to A or B shifts.
 - d. Academy style training schedules.
 - e. Moving from forty (40) to fifty-three (53) hour schedule or vice versa.
 - f. Moving from recruit academy assignment to a fifty-three (53) hour shift assignment.

Article 13 ACTING IN CAPACITY, CERTIFICATION AND INCENTIVE PAY

- 13.1 Bargaining unit employees assigned to work in a higher classification shall be paid at the same step in the higher classification as in their established rank, so long as such increase is not greater than ten percent (10%) of their regular pay. Employees shall be compensated at the higher rate for all hours spent in the acting-in-capacity (AIC) assignment, rounded to the nearest tenth of an hour (1/10th).
- a. If an employee works two different AIC assignments during one shift which qualify for pay, he/she will be compensated at the AIC rate for the higher classification.
 - b. If a firefighter is required to drive an apparatus on an emergency run because a two-apparatus response is required of a one-apparatus crew, he/she will be paid AIC engineer pay for the full shift.
- 13.2 If the City has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list will be promoted into the position until the employee who was absent returns to his/her permanent position.
- 13.3 Bargaining unit personnel serving in an emergency call-back capacity who work in a higher classification while responding in an assigned apparatus or who respond to standby to another station on an assigned apparatus shall be entitled to AIC pay for the classification.
- 13.4 Medic Unit Pay
- a. Qualified fire suppression employees who are assigned to a medic unit will receive an amount equal to ten percent (10%) of top step Firefighter for the period of time they are assigned to the unit.
 - 1) Employees who are assigned to the medic unit strictly for training purposes will not receive the compensation specified above.
 - 2) When the combination crew is activated, all employees assigned to the unit will receive unit pay for all time worked on the unit with a minimum of four (4) hours of unit pay per activation, per shift. When the combination crew is activated three (3) times or more per shift, they will be paid medic unit pay for the entire shift.
 - 3) Should the Department add any additional combination crews during the life of this Agreement, the Union has the right to open this provision of the Agreement.
- 13.5 Field Training Paramedics (FTP) Pay and Coaching and Evaluation Pay
- a. Twenty-four (24) hour shift employees who are qualified as Field Training Paramedics (FTP) and assigned to evaluate a department probationer during the initial medic modules will be assigned as the third person on a medic unit regardless of staffing. FTPs shall be compensated at the overtime rate, and shall receive twenty percent (20%) of top step Firefighter for all hours worked in that capacity.
 - b. Twenty four (24) hour employees who are qualified and assigned as FTPs and assigned to the medic unit with a department probationer as part of their regular shift

rotation and complete the FTP Daily Observation Report (DOR) shall receive ten percent (10%) of top step firefighter for all hours worked in the FTP capacity.

- c. Department Paramedics who are assigned and working on the medic unit with Department probationary Firefighters in a coaching and evaluation role and complete the Field Training Coach (FTC) report will receive five percent (5%) top step firefighter for all hours spent in the FTC capacity.
- d. All hours worked on the medic unit as an FTP, as well as approved program development hours, will be compensated at the AIC rates specified above.

13.6 Department Paramedics who are working on the medic unit and functioning as the preceptor for a department assigned paramedic student will receive five percent (5%) additional pay for the time spent with the intern.

13.7 Certification Pay

- a. Fire suppression employees in designated, relevant classifications shall receive a dollar adjustment calculated on top step Firefighter base wage in the following percentages:

- 1.5% per month for maintenance of an EMT-B certification*;
- 4.0% per month for maintenance of an EMT-I certification;
- 8.0% per month for maintenance of an EMT-P certification for employees fully available for assignment to the medic unit except as noted below.

After ten (10) years of service with the Department as a paramedic or EMT-I fully available for assignment to the medic unit, employees may request to be placed on restricted or exempt status in accordance with Department policy and still receive pay.

*The EMT-B/1 certification pay applies only to those employees certified as EMT-B/1 prior to July 1, 1988.

- b. The EMS Training Coordinator will receive a dollar adjustment of seven percent (7.0%) per month for the maintenance of an RN license or EMT-P certification and three percent (3%) per month for the maintenance of ACLS and HCP instructor certifications.

Article 14 SPECIAL TEAMS

14.1 Bargaining unit members who are current members of the Hazardous Materials Team and who have completed all four (4) weeks of Hazardous Materials Technician training, or the equivalent, will receive a dollar adjustment equivalent to five and one half percent (5.5%) of top step Firefighter.

14.2 Bargaining unit members who are current members of the Confined Space Team (CST) will receive a dollar adjustment equivalent to one and one-half percent (1 ½ %) of top step Firefighter at all times when working at any designated CST Company. Current CST members who are not assigned to a designated CST Company and who are activated will

receive one and one-half percent (1 ½ %) of top step Firefighter while in this capacity rounded to the nearest hour with a four (4) hour minimum. Staffing for Confined Space Team (CST) stations shall follow the ELOG Roster Staffing manual.

- 14.3 Bargaining unit members who are current members of the Water Rescue Team (WRT) will receive a dollar adjustment equivalent to one and one-half percent (1 ½%) of top step Firefighter at all times when working at any designated WRT Company. Current WRT members who are not assigned to a designated WRT Company and who are activated will receive one and one-half percent (1 ½ %) of top step Firefighter while in this capacity rounded to the nearest hour with a four (4) hour minimum. Staffing for Water Rescue Team (WRT) stations shall follow the ELOG Roster Staffing manual.
- 14.4 Employees must meet the following requirements to receive special team pay:
- a) An employee may continue on a team after the required time period if he/she requests to and it is approved by the team supervisor.
 - b) Employees on special teams must participate in any mandatory training and associated drills, unless on approved leave or excused by the team supervisor.
 - c) Employees must meet all the performance standards established for the special team.
 - d) An employee on a special team is expected to respond to calls unless he/she is on approved leave or has another legitimate reason for not doing so.
 - e) Employees must be eligible and available for calls and must be meeting the requirements of the assignment to receive any designated assignment pay.
- 14.5 The Department reserves the right to remove someone from a team at any time.
- 14.6 A special team member has the right to remove him/herself from a team after four (4) years of active service on the team, unless an exception is granted by the Department allowing the member to remove him/herself from the team sooner.

Article 15 UNIFORMS

- 15.1 All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the Department.
- a. The Department will supply fire suppression and training personnel with the following items:
 - ◇ 3 House uniform shirts
 - ◆ 2 short sleeve, 1 long sleeve (uniform shirts shall not be worn in immediately dangerous to life and health (IDLH) atmospheres, unless they meet NFPA 1975 standards)
 - ◇ 4 House uniform pants (meets NFPA 1975)
 - ◇ 7 T-shirts (meets NFPA 1975)

- ◆ 5 short sleeve, 2 long sleeve (either crew or mock turtle neck)
 - ◇ 3 Sweatshirts (at least 95/5% heavy-weight cotton)
 - ◇ 1 Ball cap
 - ◇ 1 Belt
 - ◇ 1 Tie
 - ◇ 1 Water-resistant coat, and liner
 - ◇ 1 Pair of approved boots
 - ◇ 1 Flashlight
 - ◇ 2 sets of turnouts
- b. The Department will provide maintenance personnel with the following items:
- ◇ 5 Pairs of work pants
 - ◆ 1 uniform pant, 4 BDU style
 - ◇ 1 Navy blue polo shirt
 - ◇ 10 T-shirts
 - ◇ 4 Sweatshirts (at least 95/5% heavy-weight cotton)
 - ◇ 1 Ball cap
 - ◇ 1 Belt
 - ◇ 1 Water-resistant coat, and liner
 - ◇ 1 Utility jacket
 - ◇ 1 Pair of work boots
 - ◇ 1 Flashlight
- c. The Department will provide Fire Prevention Section personnel with the following items:
- ◇ Blue house uniform shirts
 - ◆ 6 short and/or long sleeve shirts, the employee's choice
 - ◇ 4 House uniform pants
 - ◇ 3 Blue polo shirts
 - ◇ 4 T-shirts
 - ◇ 2 Sweatshirts (at least 95/5% heavyweight cotton)
 - ◇ 1 Ball cap
 - ◇ 1 Belt
 - ◇ 1 Tie
 - ◇ 1 Water-resistant coat, and liner
 - ◇ 1 Pair of approved boots
 - ◇ 1 full set of turnouts

15.2 For fire suppression employees and Deputy Fire Marshals, the Department will provide leather turnout boots meeting NFPA 1975 as rubber turnout boots (NFPA 1975) wear out. Employees will have the option to continue to wear a rubber turnout boot in lieu of the leather turnout boot. For recruit academies, new recruits will wear rubber turnout boots (NFPA 1975) for the duration of the academy. New employees will be offered the option of leather turnout boots at the successful completion of the recruit academy and assignment to shift.

15.3 The Department will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will

be required to purchase a replacement item from the Department. The Department has the authority to determine if, and when, replacement of any uniform item is required.

- a) If an employee cannot be fitted with the regulation boot, he/she will be provided with an alternate boot selected by the Department. An employee may elect to purchase a more expensive boot. If he/she chooses to do so, he/she will be reimbursed an amount equal to the cost of the regulation boot by the Department. Any boot selected must be similar in appearance to the regulation boot and meet all department standards.
 - b) If health or fit problems still exist after a reasonable attempt to find an approved boot has been made, the Department will provide a safety shoe after the employee provides written medical documentation from a podiatrist.
- 15.4 When an employee transfers or terminates from a uniformed position, he/she is required to turn in to the Department all uniform items except footwear. If an employee has purchased any additional uniform item, he/she will not be required to turn it into the Department. The Department has the right to reissue any uniform item, except footwear.
- 15.5 New employees will be issued all contract uniform items prior to being placed on shift.
- 15.6 A joint labor/management uniform committee will meet periodically to review the uniform items provided and the standards that must be met for each item. The committee will also review and recommend specific items and styles to be purchased, giving due consideration to cost, quality, and job requirements. The Department retains the right to approve or not approve these recommendations.
- 15.7 Employees may display the official IAFF lapel pin on the left breast pocket of the uniform shirt or coat.

Article 16 PERSONAL, VACATION AND HOLIDAY LEAVE

- 16.1 Regular part-time employees who work at least twenty (20) hours a week but less than forty (40) hours per week will be credited with vacation on a pro-rata basis. Employees are not eligible to use vacation until they have been employed for twelve (12) consecutive months.
- a. Vacations shall accrue each pay period. The accruals may vary from one pay period to the next based on the base hours worked or in a paid status during the pay period. Accrued vacation leave may not be used until the completion of the pay period in which it is earned.
 - b. Accruals will be based on the schedule in 16.2 for twenty-four (24) hour shift employees. Twenty-four (24) hour shift employees, who are temporarily assigned to forty (40) hour week schedules such as firefighters in the recruit academy, light duty positions, or special forty (40) hour assignments, and shift employees temporarily assigned to training who are eligible to work back on the line, including Fire Instructor, Training Captain, and EMS Instructor, shall have their accruals converted per Article 12 of the contract.

- c. Vacations shall accrue according to the following schedule for employees in forty (40) hour week classifications (excludes employees temporarily assigned to forty [40] hour week schedules as described in 16.1.b):

VACATION ACCRUAL FOR 40 HOUR WEEK EMPLOYEES

Length of Continuous Service in Years	Vacation		Maximum Accrual	
	Per Hour	80 hr Pay Period	Hours Accrued per Year	Maximum Accrual Cap = 2x Annual Accrual*
Less than 2 years	0.056346	4.51	117.20	234.40
2 but less than 6	0.064423	5.15	134.00	268.00
6 but less than 10	0.073077	5.85	152.00	304.00
10 but less than 14	0.081154	6.49	168.80	337.60
14 but less than 18	0.089231	7.14	185.60	371.20
18 but less than 22	0.097308	7.78	202.40	404.80
22 years and over	0.0114038	9.12	237.20	500

**Except for those employees with 22 or more continuous years of service.*

16.2 Beginning July 01, 2015, shift holiday employees will accrue vacation leave in lieu of designated department holidays. Vacation leave in lieu of holidays will be at the rate of 156 hours per year and will accrue bi-weekly. The accruals may vary from one pay period to the next based on the regular hours worked or in a paid status during the pay period.

- a. The hours credited for employees rotated to a forty (40) hour week shift assignment will be converted as specified in Article 12 of this Agreement.

VACATION ACCRUAL FOR 24 HOUR SHIFT EMPLOYEES

Length of Continuous Service in Years	Maximum Vacation Accrual	
	Annual Accrual Max	Maximum Accrual Cap
Less than 2 years	276	396
2 but less than 6 years	300	444
6 but less than 10 years	324	492
10 but less than 14 years	348	540
14 but less than 18 years	372	588
18 but less than 22 years	396	636
22 but less than 26 years	444	850**
26 years and over	492	850**

72-96-120 hour accrual rates to be determined by payroll department.
***Except for those employees in PERS Tier 1 – which would be 900 hours maximum accrual.*
Accrual rates above include the 156 hours of vacation in lieu of holidays.

- 16.3 As of the end of the pay period including March 1 of each year, employees' vacation leave balances shall be no greater than the maximum accrual caps indicated in the tables under 16.1 and 16.2. All excess time must be taken before the end of the pay period including March 1.
- a. If an employee who is over the maximum vacation leave time has attempted but been unable to schedule time off prior to the end of the pay period that includes March 1, the Department will assign the employee to take off the next available date(s).
 - b. Employees, who are unable to take scheduled vacation leave due to an illness or injury and who will exceed their maximum allowed vacation leave time, will be granted an exception for a sufficient period of time to allow for the leave to be taken.
- 16.4 Upon termination, twenty-four (24) hour shift employees will be compensated for all accrued vacation leave hours not to exceed eight hundred fifty (850) hours, with the exception of employees in PERS Tier 1 shall have vacation leave balances no greater than nine hundred (900) hours. Forty (40) hour employees will be compensated for all accrued vacation leave hours not to exceed five hundred (500) hours.
- 16.5 Members of the bargaining unit whose regular work week is forty (40) hours (excludes employees temporarily assigned to forty [40] hour week schedules as described in 16.1.b) are eligible for paid time off on the following designated Department holidays subject to the provisions below:

New Year's Day - January 1
Martin Luther King Jr. Day – Third Monday in January
Presidents' Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day - July 4
Labor Day – First Monday in September
Veterans' Day – November 11
Thanksgiving Day – Fourth Thursday in November
Friday following Thanksgiving
Christmas Day - December 25

- a. To qualify for holiday pay, an employee must work the last scheduled work day before, and the first scheduled work day after, the holiday or have been on authorized leave with pay or on authorized leave without pay for not more than fifteen (15) calendar days (fourteen [14] calendar days for forty [40] hour employees).
- b. Employees who, with supervisory approval, work on a holiday listed above as part of their regular work week shall, at the discretion of the supervisor, be granted time off or compensated for all hours worked on the holiday at one-and-one-half (1 ½) times the established straight-time rate in addition to the holiday pay.
- c. Holidays which occur during vacation or sick leave will not be charged against such leave.

- 16.6 For the purposes of this Article, the term "hours worked" means all regular hours worked (excluding overtime), paid vacation time, recognized holidays, paid sick leave taken, compensatory time, leaves without pay up to fifteen (15) calendar days, and time off up to one-hundred eighty (180) days in an employment year chargeable to an occupational disability if the employee is continued on full pay for that period.
- 16.7 There will be a total of eleven (11) vacation slots and two (2) compensatory time slots, for a total of thirteen (13) slots per shift.
- 16.8 Twenty four (24) hour shift employees will select their annual maximum vacation accrual, minus one hundred fifty six (156) hours, in the first round of the vacation selection process.
- a. In the even years, shift employees will select up to a maximum of six (6) shifts in the second round.
 - b. In odd years, shift employees will select up to a maximum of seven (7) shifts in the second round.
- 16.9 Shift personnel will be credited with sixty (60) hours of personal leave the first full pay period in March of each year. Personal leave can be used at the employee's discretion. Shift personnel shall use the same procedure for using personal leave as currently used for sick leave. Use of personal leave will not be allowed on observed holidays as specified in 16.5. Personal leave can only be used in blocks of twelve (12) hours. A maximum of five (5) 24 hour slots will be available for personal leave each shift. If personal leave usage is at the maximum the morning prior to the start of a shift, personal leave can be placed in any open vacation or compensatory slot. Personal leave has no cash value at separation/ retirement. Unused personal leave will be rolled over into the employees "City" Sick leave bank at the end of the pay period that includes March 1 of each year.
- a. Upon hire, new employees will be credited with a prorated amount of personal leave based on the time period between hire and the following pay period that includes March 1, however new employees are not eligible to use personal leave until they have been employed for six (6) consecutive months.
 - b. Employees on 40 hour schedules are not eligible to use personal leave.
 - c. In the first year of this agreement shift personnel will be credited with prorated personal leave hours effective the date of ratification. The prorated hours will be based upon the following schedule:
 - i. 36 hours if ratified between July 1, 2015 and August 31, 2015
 - ii. 24 hours if ratified between September 1, 2015 and October 30, 2015
 - iii. 12 if ratified between November 1, 2015 and December 31, 2015
 - iv. 0 hours if ratified between January 1, 2016 and February 28, 2016
- 16.10 January 1, 2013, the City of Springfield deposited hours into a separate Accrued Vacation bank. Hours in the Accrued Vacation bank shall be counted towards the maximum accrual cap in table 16.2. Prior to January 1 of each successive calendar year employees may transfer twenty-four (24) hours from the Accrued Vacation bank into their Vacation Usage bank. This transfer is voluntary and at the employee's option. Employees may also request the transfer of any hours in their Accrued Vacation bank after approval with Deputy Chief for use in an undue hardship. The list in Appendix D represents the hours remaining for active employees on June 11, 2016.

Article 17 HEALTH INSURANCE

17.1 For employees of the City of Eugene only:

The City provides medical, dental, and vision care benefits for eligible employees. All employees are required to pay a portion of the premium, including employees married to, or the domestic partner of, other City employees where each is covered under the other's plan. Premiums will be based on differential rates for single, two-party, and family coverage. The employee's contribution to health and accident insurance premiums shall be based on the following levels:

Standard Hours	Employee Contribution
32.0 hrs/week and above	Same amount as for full-time employees as defined in the Agreement
24.0 - 31.9 hrs/week	25% of full-time premium, based on a tiered rate (two-party, family)
20.0 - 23.9 hrs/week	50% of full-time premium, based on a tiered rate (two-party, family)

All employees and their dependents are eligible for coverage on the first of the month following the employee's date of hire. Coverage for an employee hired on the first day of the month shall be effective on the first day of the next month.

- a. Employees covered by this Agreement may select health and accident coverage either under the City Managed Care Plan or the City Health Plan.
- b. The City will fund 95% of the total cost of the health insurance premium for full-time employees (32 hours a week and above) based on a tiered rate (single, two-party and family). Full-time employees are required to pay the remaining 5%.

In the event the City is subject to a tax as a result of the Affordable Care Act (ACA), the parties agree to reopen this agreement on Health Insurance to bargain.

- c. Employees who work a schedule of fewer than thirty-two (32) hours per week are required to pay for a portion of their health and accident insurance based on the following two options:
 - i. The employee may elect employee only coverage and pay the same contribution rate as full-time employees.
 - ii. The employee may elect to cover dependents and pay a portion of the total cost of the premium for health insurance pro-rated to their standard work hours designated in the Payroll system, based on a tiered rate (two-party and family).
- d. Medical, Dental and Vision benefits are outlined in the City of Eugene Employee Benefits Handbook dated January 1, 2014 and successor handbooks and

summarized in the handbook summaries located on the City's web-site. The City will notify the Union of any changes in benefits.

- e. The parties agree to participate in a benefits study group with other employee groups which may make non-binding recommendations to City management and the Union on benefits design during the term of this Agreement.

17.2 For employees of the City of Springfield:

- a. IAFF members employed by the City of Springfield-are covered by the Health Incentive Medical, Vision, and Dental Plan (HIP). The City may, at its sole discretion, offer additional health insurance plan(s).

Coverage shall include all eligible full-time and part-time employees and their dependents. The coverage begins the first of the month following a full month of employment.

The City will provide health services at the City Health Clinic at limited or no cost to employees and their covered dependents.

- b. The City's total cost share will be ninety-five percent (95%) of the cost for the medical and dental plans.

Employees shall pay any portion of the cost share for the selected medical and dental plans for which the City is not obligated as set forth in this section.

In the event the City is subject to a tax as a result of the Affordable Care Act (ACA), the parties agree to reopen this agreement on Health Insurance to bargain.

- c. Each month an employee is enrolled in the Health Incentive Plan (HIP) the City will contribute \$100 for a single coverage or \$200 for an employee with eligible dependents to a Health Reimbursement Account (HRA). Employees with dependents that are covered by another insurance plan may opt for single coverage under the HIP and still receive the \$200 HRA contribution.
- d. The City may, at their sole discretion, offer city-wide wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan(s). Wellness programs would not reduce benefits, and would be voluntary. The City may discontinue in whole or part any wellness program(s) at their sole discretion.
- e. Medical, Dental, and Vision benefits are outlined in the City of Springfield Employee Benefits Handbook located on the City's intranet, and a summary can be located on the City's web-site.

- 17.3 The Cities shall provide a Department-paid Employee Assistance Program to provide individual, family, career, and other counseling services. Participation in the program shall be voluntary. The same provider may provide a wide variety of services, including, but not limited to, training, work group intervention, mediation, and critical incident debriefs. These work-site related services are not part of the "Employee Assistance Program" as defined by this provision.

- 17.4 The parties agree to participate in a benefits study, as defined in Appendix C, with the Union during the term of this Agreement.
- a. Notwithstanding Article 38.1, the parties agree to reopen Article 17 – Health and Accident Insurance exclusively to bargain the results of the Healthcare Study defined in Appendix C. No other article or articles will be subject to reopener during the term of this contract bargaining unless mutually agreed by the parties. Either party may give notice of desire to initiate the reopener following the conclusion of the study described in Appendix C; however, as defined in Appendix C neither party will be compelled to accept any proposed changes to Article 17 unless mutually agreed by the parties. A reopener related to this topic will not be subject to binding interest arbitration.

Article 18 LIFE INSURANCE

- 18.1 The Cities shall provide a life insurance benefit and an accidental death and dismemberment benefit for employees covered by this agreement effective the first of the month following the date of employment at a scheduled amount rounded off to the nearest thousand. The life insurance benefit will be one (1) times the employee's current annual base salary, plus EMT certification pay, up to the maximum of \$200,000. An additional amount equal to the life insurance benefit will be paid in case of accidental death. The City will also continue to offer supplemental life insurance coverage for employee purchase if offered by the City's life insurance carrier.
- 18.2 For employees age seventy (70) or over, this benefit will be reduced to sixty-five percent (65%) of the full amount. For employees age seventy-five (75) or over, the benefit will be reduced to forty-five percent (45%) of the full amount.

Article 19 INDUSTRIAL ACCIDENT AND ILLNESS

- 19.1 The Department provides benefits as required by State law for injuries and illnesses arising out of, and in the course of, employment with the Department and covered by Workers' Compensation. Employees who sustain an injury or illness compensable by workers' compensation, and who are eligible for workers' compensation temporary disability benefits, will receive wage continuation in lieu of temporary disability benefits, which will ensure the employee's regular take-home pay, so long as the temporary disability benefits are due on the claim.
- 19.2 The wage continuation is available up to one-hundred eighty (180) calendar days from the date the claim qualifies as "disabling".
- 19.3 If an employee is off work beyond one-hundred eighty (180) days from the date the workers' compensation claim becomes disabling, temporary disability benefits will be paid directly to the employee. An employee may code a sufficient amount of time to accrued personal leave to ensure that, when combined with the temporary disability benefits, the employee's normal net pay is maintained.

Article 20 WAGES AND SALARIES

- 20.1 Wages covered by this Agreement effective July 1, 2015 shall be in accordance with Appendix A-1 Salary Schedule, which reflects a three and five tenths percent (3.5%) increase over July 1, 2014 wages for all classifications.
- a. Effective July 1, 2016, wages for all classifications covered by this Agreement shall be increased by three and five tenths percent (3.5%) over the previous year's salaries, as reflected in Appendix A-2 Salary Schedule.
 - b. Effective July 1, 2017, wages for all classifications covered by this Agreement shall be increased by three percent (3.0%) over the previous year's salaries, as reflected in Appendix A-3 Salary Schedule.
- 20.2 Employees hired at, or promoted to, step one (1) of the salary schedule for their classification shall be eligible for a one (1) step merit increase after six (6) months of employment and again at twelve (12) months, and every year thereafter. Employees hired above step one (1) shall be eligible for a one (1) step merit increase after twelve (12) months of employment, and every year thereafter. Approval for merit increases shall be granted only after a departmental review of the employee's work performance provided the evaluation is satisfactory. Merit increases will be effective the beginning of the pay period that is closest to the employee's merit anniversary date.
- 20.3 Fire suppression employees who are promoted to any position within the bargaining unit will be moved to the same step they are currently receiving on the new salary range except as noted in Article 9.8.c. All other bargaining unit employees who are promoted or reclassified to a classification with a higher salary range will be placed at step one (1) of the range or at the step that provides at least a five percent (5%) increase but no more than a fourteen percent (14%) increase over the employee's current pay.
- 20.4 Employees will be paid on a bi-weekly payroll cycle.
- 20.5 In the event the Department creates a new classification, it will provide the Union with written notice and a job description no less than thirty (30) days prior to filling the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new classification.

Article 21 RETIREMENT

- 21.1 During the term of this Agreement, the Cities shall participate in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), as applicable to employees covered by this Agreement. The retirement benefits provided may change during the life of this Agreement if the statutes or administrative rules governing the public employee retirement plans are changed. The Cities will make employer contributions to the plans as required by law.
- 21.2 As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the Cities agrees to withhold six percent (6%) of each eligible employee's salary, as defined by the ORS, as the employee's contribution to the

employee's IAP account. Such contributions, although designated as employee contributions, will be paid by the City to PERS on behalf of the employee. Employees do not have the option of paying such contributions directly to PERS.

- 21.3 Increases or decreases in the cost of present retirement benefit levels will be included as wage and benefit costs in determining the total compensation package in any reopeners. Program costs are established by the PERS Board and its actuary.

Article 22 SICK LEAVE

- 22.1 The Cities will continue to maintain two (2) separate sick leave banks. The "City Bank" and the "PERS Bank". Bargaining unit members will be credited with sick leave as follows:
- a. Members of this bargaining unit shall accrue ninety-six (96) hours of sick leave annually that will accrue in both the "PERS Bank" and the "City Bank". Sick leave will accrue each pay period and accruals may vary from one pay period to the next based on the base hours worked or whether the employee is in a paid status during the pay period.
 - b. Regular part-time employees working at least twenty (20) hours per week, but less than forty (40) hours, will receive sick leave credit on a pro-rata basis. Part-time employees with a regular work schedule will code sick leave hours according to the scheduled hours to be worked that day.
 - c. Upon hire, employees will be credited with their first twenty-six weeks of sick leave accruals. No further sick leave will accrue until after twenty-six weeks of employment. If an employee leaves employment during their first twenty-six weeks, the value of any sick leave taken beyond that which they would have accrued by their last date of employment will be deducted from their final paycheck.
 - d. Except as noted in **22.1.c**, accrued sick leave may not be used until the completion of the pay period in which it is earned without prior supervisor's approval.
- 22.2 In the PERS bank there will be a limit of one thousand eight hundred ninety-four (1,894) hours on the amount of sick leave time that can be accrued for forty (40) hour week employees and a limit of two thousand five hundred (2,500) hours on the amount of sick leave time that can be accrued for twenty-four (24) hour shift employees. For both employee groups the sick leave cap in the City bank will be the same as the PERS bank.
- 22.3 The use of accrued sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries. Actual sick leave hours used will be deducted from both sick leave banks. Sick leave pay will not be allowed for disabilities resulting from employment other than with the City.
- 22.4 Forty (40) hour week non-shift employees may use sick leave for medical appointments, with supervisor's approval, if they are unable to schedule the appointment outside of their work hours. Such requests will not be arbitrarily denied.

- 22.5 Employees may use up to twenty-four (24) hours of sick leave per occurrence because of an illness of a family member where the employee's presence is necessary for the care of the family member. "Family member" for purposes of this Article, is defined as the employee's spouse, child, parent or parent-in-law, dependents, other individuals living in the same household. For City of Eugene employees "family members" includes domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage. Exception to the twenty-four (24) hour limit may be made by the Department.
- 22.6 City of Eugene employees who qualify under the City of Eugene's Leave Donation Program may receive time donations in catastrophic circumstances. City of Springfield employees who qualify under the City of Springfield's Leave Donation policy for IAFF-represented employees, included in Appendix D, may receive time donations.
- 22.7 Employees may use accrued sick leave for family medical leave purposes, in accordance with state and federal law.
- 22.8 When requested, the employee must provide a medical release to return to work and/or a doctor's verification of illness satisfactory to the Department's physician. A doctor's verification of illness may be required by the Department for any illness beyond three (3) working days, in cases of frequent use of sick leave, or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. Expenses, if any, resulting from verification of illness or releases to return to work will be the responsibility of the employee.
- 22.9 Verification by an independent medical examination (IME) may also be required in any circumstance in which the Department, on reasonable grounds, judges the employee's health status to constitute an obstacle to performing his/her full range of duties without limitations. When the Department requires an examination under this provision, the Department shall be responsible for the costs of the examination and the employee shall be compensated for his/her time. In the event the Department decides to require an employee to participate in an examination by the Department's physician or an independent medical examination, the employee shall be informed of the decision in writing. Such written notice shall include a statement of the reason(s) for the decision and shall be given in a timely manner. The employee shall cooperate with the Department in scheduling and completing the examination.
- 22.10 Upon retirement, the Cities shall credit the unused sick leave to increase retirement benefits under PERS, as provided in ORS 237.153. For purposes of PERS sick leave fold-in, the sick leave cap in the PERS bank will be 1,894 hours for 40 hour employees and 2,500 hours for 24 hour shift employees. For all twenty-four (24) hour shift employees, the Cities will maintain a separate tracking system for sick leave fold-in purposes in accordance with PERS guidelines. In the event that PERS changes their guidance for the accrual deductions the contract will be reopened for the purpose of negotiating the sick leave cap for PERS reporting.
- a. Eugene employees shall have no payment of unused sick leave.
 - b. For Springfield employees, effective July 1, 2015, there shall be no payment of sick leave at death, retirement or disability retirement, except for employees hired on or before June 30, 2015, as described below.

- i. Eligible Springfield employees who are members of PERS Tier 1 or Tier 2 shall have any remaining balance between the hours reported to PERS from the PERS sick leave bank and hours in the employee's City sick leave bank shall be paid out up to 480 hours for 40 hour employees and 720 hours for 24 hour shift employees. Payment of sick leave shall only be made upon retirement, disability retirement or as payment to the estate or beneficiary of a deceased employee. Eligibility for disability retirement shall be determined by PERS.
- ii. Eligible Springfield employees who are members of OPSRP shall have their unused accumulated sick leave balance from their City sick leave bank paid out up to a maximum of 480 hours for 40 hour employees and 720 hours for 24 hour shift employee. Payment of sick leave shall only be made upon retirement, disability retirement or as payment to the estate or beneficiary of a deceased employee. Eligibility for disability retirement shall be determined by PERS.

Article 23 LONG TERM DISABILITY

- 23.1 The Cities will provide employees covered under this agreement a long-term disability benefit which insures 60% of the employee's base monthly salary at the time of the disabling off-the-job or on-the-job injury or illness. The maximum benefit is \$7,500 per month. Benefits for eligible employees will be payable after ninety (90) days of total disability and will be administered according to the terms of the insurance policy.
- 23.2 Employees with an accepted claim for long-term disability benefits shall not be terminated, unless for cause, until one (1) year has lapsed from the first day of total disability as determined by the insurance provider.
- 23.3 This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week.

Article 24 BEREAVEMENT LEAVE

- 24.1 In the event of a death in the immediate or extended family, the Department will grant an employee sufficient time off with pay to make funeral arrangements and to attend the funeral. For the purpose of this Agreement, immediate family is defined by City policy on health insurance coverage.
- 24.2 Forty (40) hour employees may use up to five (5) working days Bereavement leave as the situation warrants (e.g., distance to travel, necessity to make arrangements, etc.). Twenty-four (24) hour employees may use up to two (2) shifts as the situation warrants. All time is to be taken within two (2) weeks of the death, unless an exception is granted by the division manager. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer. Bereavement leave is not charged to sick leave accumulation.

- 24.3 In the event of a death of a person of significance to the employee, the employee may be granted leave of absence of up to two (2) shifts or five (5) working days for forty (40) hour employees. Such leave shall be charged to sick leave.
- 24.4 In some situations, Bereavement leave pay may also be used for Bereavement leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying City-paid Bereavement leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

Article 25 MILITARY LEAVE

- 25.1 Annual Training Leave: An employee with six (6) months' service with the Department who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed one hundred twenty (120) shift hours for twenty-four (24) hour shift employees or eighty (80) hours for forty (40) hour employees in any training year. Employees may use their approved leave time in any increment not less than eight (8) hours. The training year coincides with the federal fiscal year. Employees shall inform the Department of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty for a temporary period, provides them to the Department, and returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.
- a. Effective July 01, 2014, employees entitled to Military leave may use four (4) additional paid military leave shifts to cover additional National Guard or reserve training leave, including weekend training. This equals an additional ninety-six (96) shifts hour for twenty-four (24) hour shift employees or thirty-two (32) hours for forty (40) hour employees.
- 25.2 Military Leave While On Active Duty: Employees called up for active duty will be granted leave without pay in accordance with state and federal laws.
- 25.3 Retirement: Any member called to serve our state and/or country who suffer a leave of absence from the Department who is covered by USERRA, upon their return to Department service shall have all regular contributions to the Oregon PERS or OPSRP paid for them by the City within ninety (90) days of their return to Department employment.

Article 26 WITNESS OR JURY DUTY

Employees will be paid full salary when they are required to serve on a jury or are subpoenaed as a witness. All moneys received as witness fees or pay for jury duty must be signed over to the Department, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the City of Eugene or the City of Springfield. If, as a result of his/her

official duties, an employee is required to appear in court as a witness for the Department, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

Article 27 LEAVE WITHOUT PAY

- 27.1 An employee may be granted a leave of absence without pay up to one (1) year when the work of the Department will not be seriously handicapped by their absence. Requests for such leave must be in writing and must establish reasonable justification for the leave. Leaves of absence must be approved by the Department in accordance with the Cities Administrative Policy Manuals.
- 27.2 Employees on authorized voluntary leaves without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by the Family Medical Leave Act (FMLA).
- 27.3 Except for military leave, workers' compensation leave, or qualified family medical leave (FMLA) , employees who voluntarily take a leave without pay of one (1) month or more will have their credited years of service, merit review, probationary end date, and seniority date adjusted to reflect a deduction of the time of the leave without pay. Exceptions may also be granted for chronic, long-term, or catastrophic illnesses which result in the employee exhausting all accrued leave time.
- 27.4 Employees will be granted family leave and parental leave in accordance with state and federal law.

Article 28 WORK EQUIPMENT REIMBURSEMENT

- 28.1 The Department will reimburse employees for personal property stolen, damaged, lost, or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement may not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the Department.
- 28.2 Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement under this Article. Employees will receive reimbursement for certain specified items at the lower of the replacement cost, or amount specified below.

<u>Item</u>	<u>Scheduled Value</u>
◇ Wristwatch	\$100
◇ Stethoscope	\$100
◇ EMT Belt Case *	\$30
◇ Knife/Multi-Purpose Tool	\$100
◇ Cell phone credit	\$300
◇ Contact Lenses or Glasses, and/or frames if not covered	

by Workers' Compensation

\$300

* Reimbursement for EMT belt cases will be for washable fabric cases only

- 28.3 For the items above, if the Department is able to purchase the same item the employee currently has at a cheaper rate than the employee, the Department has the right to provide the item rather than cash reimbursement.

Article 29 GRIEVANCE PROCEDURE

- 29.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.
- 29.2 The Department and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:
- 29.3 Step 1 - If the attempt to resolve the problem informally is unsuccessful, the employee or the Union shall submit the grievance in writing to his/her immediate supervisor within fifteen (15) days of the occurrence thereof, or of the employee's knowledge thereof. The written notice shall include the facts upon which the grievance is based, the provision of the contract alleged to have been violated, and the remedy sought. The supervisor shall respond to the grievance in writing with a copy to the Union as quickly as possible, but no later than ten (10) days after the grievance is first discussed.
- 29.4 Step 2 - If after ten (10) days from receipt of the immediate supervisor's reply the grievance remains unresolved, the Union may submit written notice along with all pertinent written information including a statement of the grievance and relevant facts, specific provision(s) of the contract allegedly violated, and remedy sought to the Division Manager, or his/her designee. A meeting with the employee, the Union representative, and the management representative will be scheduled within five (5) days of the receipt of written notice to review the facts of the grievance. The Division Manager, or his/her designee, shall respond to the Union in writing with a copy to the employee within ten (10) days of the meeting.
- 29.5 Step 3 - If the grievance is not resolved, within ten (10) days following the response at Step 2, the grievance, along with all pertinent written information, may be submitted to the Chief with a copy to the Human Resources Manager. The Chief or his/her designee shall meet with the Union representative, and a Human Resources Manager, or his/her designee, and shall render a decision within ten (10) calendar days after the close of the meeting.
- 29.6 Step 4 - If the Chief's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step 3 response, according to the following prescribed manner:
- a. A list of five (5) Oregon members of the American Arbitration Association shall be requested from the State Conciliator. The parties will meet within seven (7) calendar days of receiving the list and will alternately strike one (1) name from the list until only

one (1) is left. The Department shall strike the first name. The one remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name.

- b. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. He/she shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute his/her judgment for that of the Department in any instance where the Department is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously in the administrative proceedings. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
- c. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to ensure confidentiality to the employee.
- d. As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

29.7 A different supervisor or manager will handle each successive step of the grievance procedure.

29.8 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. The Union or the Department may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the Department to submit a reply within the specified time will allow the Union to escalate the grievance to the next step.

29.9 As used in this Article, "days" means calendar days.

29.10 The Union shall be advised in writing of any grievance settled between the Department and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

Article 30 DISCIPLINE AND DISCHARGE

- 30.1 No employee who has completed the initial employment probationary period with the Department shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, and discharge. Alternative forms of discipline (e.g. demotion, loss of overtime privileges, etc.) may be used when deemed more appropriate. Discipline shall normally be progressive, beginning with oral reprimand and proceeding to written reprimand, suspension, demotion, or discharge. Alternate forms of discipline may be used when deemed more appropriate. A variety of forms, such as Documented Counseling and Letter of Expectation, may be utilized to provide coaching and counseling to assist employees in being successful, and in such cases the employee will be invited to submit a written response. These documents are not discipline; however, the Department reserves the right to the use of such documentation to refute a claim that the employee did not have knowledge of a policy, rule, or procedure.
- 30.2 If the Department determines there is just cause for demotion, suspension or discharge, the Department shall provide the employee, with a copy to the Union, with written notice of the proposed disciplinary action, the grounds for such action, and the right of the employee to respond either orally or in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least ten (10) calendar days prior to the proposed effective date of the action.
- 30.3 Upon request of the employee, the Department shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.
- 30.4 Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, exceptions may be made when justified by a clear pattern of disciplinary action. The Department reserves the right to the use of such documentation to refute a claim regarding the employee's overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:

Step 1 - written record of oral reprimand	- 1 year
Step 2 - written reprimand	- 2 years
Step 3 – suspension	- 4 years

- a. If subsequent conduct occurs that leads to discipline of a written reprimand or greater during this period of time, all current disciplinary action may continue to be relied on.
- b. Any expired discipline will not be considered by promotion boards or referred to in written performance evaluations.

- 30.5 No information that reflects critically upon an employee shall be placed in a personnel file without the review and the signature of the employee. The employee's signature confirms only discussion and presentation of the document to the employee, and does not indicate agreement or disagreement. The employee or the union (with the employee's signature) has the right to attach a statement of rebuttal to any information placed in the personnel file.
- 30.6 No documentation regarding unfounded complaints shall be placed in an employee's personnel file, used in reviews for promotion, referred to in written performance evaluations, nor relied upon as a basis for discipline or future disciplines.

Article 31 CAREER DEVELOPMENT

- 31.1 The Department shall conduct regularly scheduled promotional exams for Fire Engineers and Captains. No two promotional exams will be given within a six month period of each other, except in the case of urgent business necessity. Notification of testing shall occur no less than 90 days prior to date of test. Posting for vacant positions on all special teams, ARFF, and vacancies for union positions in Training shall be posted as they occur.
- 31.2 Testing for non-fire suppression employees shall occur whenever an opening is anticipated or has occurred.
- 31.3 Promotion lists shall remain in full force until the results from the next regularly scheduled exam are announced. The Department reserves the sole right to determine when or if vacant positions will be filled, except as defined in Article 13.2. The ranked list shall be distributed as soon as possible at the completion of the testing process.
- 31.4 A curriculum or study guide that outlines the core study material will be made available upon request.
- 31.5 Announcements pursuant to this article shall include the following.
- a. Eligibility requirements to take the exam;
 - b. Tentative dates, times, and locations of exam; and
 - c. Identification of all sources from which written examination questions will be derived, which will include the curriculum of core study materials.
 - d. The name and contact phone number of person(s) responsible for coordination of the exam process. Candidates will be instructed to contact this person if a problem occurs during the exam.
- 31.6 For fire suppression employees, promotional processes will be open to current bargaining unit employees only, unless sufficient qualified employees do not apply.
- 31.7 In bargaining unit promotional processes opened for outside applicants, if all qualifications are basically equal, internal applicants will be given preference over outside applicants.

Article 32 STATION FACILITIES

- 32.1 The Department will provide and maintain televisions, a minimum of three (3) cable boxes or the equivalent, DVD players, microwaves, and washers and dryers in each fire station. The Department will maintain existing equipment in stations and replace it when needed. The Department will notify the Union in writing if the Department determines that an item is obsolete.
- 32.2 The Department will provide each fire suppression employee with one fitted sheet, one flat sheet, one pillow and pillow case, one blanket and two bath towels. Additional bath towels will be provided for each station. Employees will be responsible for the on-going care and maintenance of these items.
- 32.3 The Department will continue to provide free parking for all on-duty employees.

Article 33 SAFETY

- 33.1 The Department acknowledges an obligation to provide a safe and healthy environment for its employees. The Department, the Union, and bargaining unit employees agree to follow any and all applicable local, state, and federal laws pertaining to health and safety.
- 33.2 Only trained and qualified Fire Officers, or acting-in-capacity Fire Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s). All live fire training drills will meet NFPA 1403 standards.
- 33.3 Only trained and qualified regular Department personnel, as defined by the classification specifications and the Department Policy and Procedure Manual, employed by the Department will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.
- 33.4 Any time a death or life-threatening injury of an employee occurs on the job, the cities' Risk Services Divisions shall ensure that the protective equipment and safety devices connected with the accident are preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use or replaced.
- 33.5 Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

Article 34 SUSTENANCE

- 34.1 The Department will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.

- 34.2 For fire suppression employees, the Department will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty, under the following conditions:
- a. When personnel are on any emergency(ies) or medical transfer(s) and out of the station for a substantial period of time prior to the hours of 1430 hours at lunch time, and 1930 hours at dinner time.
 - b. When personnel are on any emergency(ies) or medical transfer(s) for more than three (3) contiguous hours between the hours of 2200 and 0700 hours (no more than one [1] meal will be provided per night);
 - c. Employees who are assigned by a supervisor, after reporting to work, to a location other than a fire station or other Department facility, during the hours specified above;
 - d. When off-duty personnel are recalled for greater alarms of fire or other emergencies for four (4) hours or more between the hours of 2200 and 0800 hours; or,
 - e. At any other time the Captain feels the supplying of food is warranted, subject to a Chief Officer's approval.
- 34.3 The Department will reimburse employees for meals in an amount not to exceed the federal reimbursement schedule. A receipt must be submitted no later than three (3) shifts after purchase and must be signed by the person seeking reimbursement. The names of personnel for whom the meals were furnished, the date and the time, the place and location (city) where the meal was purchased, the unit number; and, the reason for the meal must be provided along with the receipt.

Article 35 USE OF ALCOHOL AND DRUGS

- 35.1 The Department and Union jointly recognize that drug or alcohol misuse by an employee would be a threat to the public welfare and the safety of Department personnel. It is the policy of the Department to prevent drug and alcohol misuse by providing education and assistance to all employees. Prohibited conduct is outlined below and may be further defined in Department policy.
- a. The use of, or being under the influence of, alcohol shall not be permitted at the work site and/or while on duty or standby.
 - b. The manufacturing, distribution, use of, or being under the influence of controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812) is prohibited on and off duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed and where its use does not present a safety hazard or otherwise impact an employee's performance or Department Operations. Marijuana is defined as a controlled substance for the purpose of this Agreement, regardless of whether or not the marijuana was prescribed, manufactured, or distributed for medical or recreational purposes.

- 1) Employees who are considering the use of medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as the Department will not agree to allow an employee to use medical marijuana as an accommodation.
 - 2) Employees must inform their supervisor about any prescription or over-the-counter drugs they are using which could adversely affect their physical or mental faculties to any perceptible degree.
 - 3) Employees must inform their supervisor if a controlled substance is ingested unintentionally so that appropriate medical steps may be taken to ensure the employees' health and safety. Employees should follow Department policy for reporting the exposure.
- 35.2 All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.
- 35.3 Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job. Reasonable suspicion could include, but is not limited to, observations concerning appearance, behavior, conduct, or speech.
- 35.4 Random or massive testing is prohibited except as specifically provided for in provision 35.8.b of this Article.
- 35.5 No testing may be conducted without the approval of a Fire Department supervisor. When giving notice of testing, the employee will be given brief documentation of the reason for the test. Any subsequent documentation will be given to the employee prior to any action being taken. It shall be the policy of the Department that, whenever possible, before ordering the testing of an employee, supervisors will consult with Human Resources to verify the appropriateness of the testing.
- 35.6 Testing Procedures: Samples will be tested for chemical adulteration, alcohol, and controlled substances (drugs). Accepted DOT and/or SAMHSA methods and standards will be employed for the collection of blood and/or urine samples.
- a. Drug and Alcohol Testing Laboratory: The Department and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine will be reported as such.
 - b. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on DOT Rule 49 CFR Part 40 Section 40.87.

- c. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .03 percent or greater.
- d. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.
 - 1) Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the Department and the Union.
 - 2) Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
- e. Procedures to be Used When the Blood and/or Urine Sample is Given and Assessed:
 - 1) The employee will be transported as soon as possible to the Department's physician's office during normal business hours or to the Department's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - 2) At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
 - 3) Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
 - 4) Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the Department's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
 - 5) If the test results exceed the limits specified in 35.6 b and c of this Article, excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results within twenty-four (24) hours after the Department learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 35.6.a of this Article.

- 6) Each step in the collecting and processing of the blood and/or urine specimens shall be documented to establish procedural integrity and chain of custody.
- 7) The Department will bear the cost of all required tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in a false positive, the City will reimburse the employee for the cost of the second sample testing.
- 8) Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- 9) All test results will be evaluated by a suitably trained physician.
- 10) Test results shall be treated with the same confidentiality as other employee medical records.

35.7 Any activity which purposely interferes with this Article may be grounds for disciplinary action as described in Article 30. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this Article to determine the presence of drugs or alcohol; or failure to comply with the requirements of this Article.

35.8 Consequences of Positive Test Results:

- a. An employee who tests positive for alcohol or controlled substances may be disciplined as described in Article 30. Any recent unintentional exposure reports (see 35.1.b.3) will be taken into consideration.
- b. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article shall be referred to a Substance Abuse Professional (SAP) at the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- c. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during the period, he/she will be subject to immediate discipline, which may include discharge.

35.9 The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement for non-occupational illnesses or injuries and current insurance policies.

35.10 Employee Rights:

- a. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein restricts the employee's right to representation under general law.
- b. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing will be discontinued except as specified in 35.8.c of this Article. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the Department.
- c. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody and the accuracy rate of the laboratory.

35.11 If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

35.12 This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the Department arising from the administration of the drug and alcohol testing program.

Article 36 MODIFICATION

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by the end of January of the year this Agreement expires.

Article 37 SAVINGS CLAUSE

37.1 The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this Agreement shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

37.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

Article 38 TERMS OF AGREEMENT – TERMINATION

- 38.1 This Agreement shall be effective as of the date it is signed below and shall be binding upon the Department, the Union, and its members and shall remain in full force and effect through June 30, 2018.
- 38.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 38.3 Therefore, the Department and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Department's direction and control.

In witness whereof, the parties to this Agreement have executed the same, by their offices and agents as duly authorized on this 10th day of August, 2016.

City of Eugene

City of Springfield

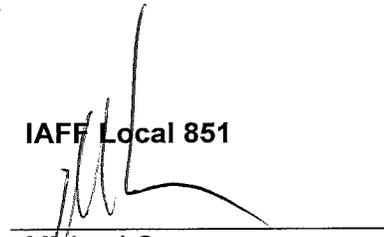
IAFF Local 851



Jon R Ruiz
City Manager



Gino Grimaldi
City Manager



Michael Caven
President



Joseph Zaludek
AIC Fire Chief



Tom Mugleston
Interim HR Director



Rodney Stewart
Vice President



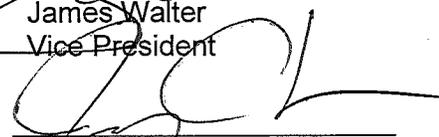
Randall DeWitt
Deputy Chief



James Walter
Vice President



Alana Holmes
Human Resources Director



Jeremy Chesnutt
Secretary

APPENDIX A-1 IAFF Salary Schedule
July 1, 2015 – June 30, 2016

Reflects a 3.5% pay increase over July 1, 2014 for all classifications

Class Title	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Fire Marshal 1	Hourly	30.52	31.98	33.61	35.33	37.07	38.98
	Bi-weekly	2,441.60	2,558.40	2,688.80	2,826.40	2,965.60	3,118.40
	Annual	63,481.60	66,518.40	69,908.80	73,486.40	77,105.60	81,078.40
Deputy Fire Marshal 2	Hourly	34.51	36.20	38.05	39.93	42.01	44.11
	Bi-weekly	2,760.80	2,896.00	3,044.00	3,194.40	3,360.80	3,528.80
	Annual	71,780.80	75,296.00	79,144.00	83,054.40	87,380.80	91,748.80
Emergency Equip Tech 1	Hourly	27.11	28.42	30.52	32.67	34.62	36.99
	Bi-weekly	2,168.80	2,273.60	2,441.60	2,613.60	2,769.60	2,959.20
	Annual	56,388.80	59,113.60	63,481.60	67,953.60	72,009.60	76,939.20
Emergency Equip Tech 2	Hourly	32.17	33.82	35.46	37.29	39.16	41.16
	Bi-weekly	2,573.60	2,705.60	2,836.80	2,983.20	3,132.80	3,292.80
	Annual	66,913.60	70,345.60	73,756.80	77,563.20	81,452.80	85,612.80
EMS Training Coordinator	Hourly	34.51	36.20	38.05	39.93	42.01	44.11
	Bi-weekly	2,760.80	2,896.00	3,044.00	3,194.40	3,360.80	3,528.80
	Annual	71,780.80	75,296.00	79,144.00	83,054.40	87,380.80	91,748.80
EMS Instructor	Hourly	28.42	29.83	32.02	34.29	36.28	38.81
	Bi-weekly	2,273.60	2,386.40	2,561.60	2,743.20	2,902.40	3,104.80
	Annual	59,113.60	62,046.40	66,601.60	71,323.20	75,462.40	80,724.80
Fire Instructor	Hourly	32.17	33.82	35.46	37.29	39.16	41.16
	Bi-weekly	2,573.60	2,705.60	2,836.80	2,983.20	3,132.80	3,292.80
	Annual	66,913.60	70,345.60	73,756.80	77,563.20	81,452.80	85,612.80
Fire Training Captain/Officer (40 hr)	Hourly	36.20	38.05	39.93	42.01	44.11	46.34
	Bi-weekly	2,896.00	3,044.00	3,194.40	3,360.80	3,528.80	3,707.20
	Annual	75,296.00	79,144.00	83,054.40	87,380.80	91,748.80	96,387.20
Fire Captain (24 hr shift)	Hourly	25.61	26.86	28.21	29.63	31.16	32.71
	Bi-weekly	2,709.54	2,841.79	2,984.62	3,134.85	3,296.73	3,460.72
	Annual	70,447.99	73,886.49	77,600.07	81,506.20	85,714.93	89,978.67
Fire Captain (40 hr)	Hourly	33.84	35.52	37.33	39.19	41.21	43.24
	Bi-weekly	2,707.20	2,841.60	2,986.40	3,135.20	3,296.80	3,459.20
	Annual	70,387.20	73,881.60	77,646.40	81,515.20	85,716.80	89,939.20
Fire Engineer (24 hr shift)	Hourly	22.79	23.91	25.09	26.37	27.70	29.09
	Bi-weekly	2,411.18	2,529.68	2,654.52	2,789.95	2,930.66	3,077.72
	Annual	62,690.73	65,771.63	69,017.57	72,538.60	76,197.16	80,020.77
Fire Engineer (40 hr)	Hourly	30.14	31.62	33.18	34.87	36.62	38.49
	Bi-weekly	2,411.20	2,529.60	2,654.40	2,789.60	2,929.60	3,079.20
	Annual	62,691.20	65,769.60	69,014.40	72,529.60	76,169.60	80,059.20
Firefighter (24 hr shift)	Hourly	20.09	21.08	22.64	24.23	25.66	27.44
	Bi-weekly	2,125.52	2,230.26	2,395.31	2,563.53	2,714.83	2,903.15
	Annual	55,263.57	57,986.86	62,278.11	66,651.88	70,585.53	75,481.95
Firefighter (40 hr)	Hourly	26.57	27.89	29.94	32.05	33.92	36.29
	Bi-weekly	2,125.60	2,231.20	2,395.20	2,564.00	2,713.60	2,903.20
	Annual	55,265.60	58,011.20	62,275.20	66,664.00	70,553.60	75,483.20

Annual rates above are based on the hourly rate multiplied by the approximate annual number of hours worked for a full-time employee. For 40 hour employees this is 2,080 hours. For 24 hour shift employees, this is 2,750.8 hours.

The Bi-weekly rate is the annual rate divided by 26 since there are approximately 52 weeks in a year.

APPENDIX A-2 IAFF Salary Schedule

July 1, 2016 – June 30, 2017

Reflects a 3.5% pay increase over July 1, 2015 for all classifications

Class Title	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Fire Marshal 1	Hourly	31.59	33.10	34.79	36.57	38.37	40.34
	Bi-weekly	2,527.20	2,648.00	2,783.20	2,925.60	3,069.60	3,227.20
	Annual	65,707.20	68,848.00	72,363.20	76,065.60	79,809.60	83,907.20
Deputy Fire Marshal 2	Hourly	35.72	37.47	39.38	41.33	43.48	45.65
	Bi-weekly	2,857.60	2,997.60	3,150.40	3,306.40	3,478.40	3,652.00
	Annual	74,297.60	77,937.60	81,910.40	85,966.40	90,438.40	94,952.00
Emergency Equip Tech 1	Hourly	28.06	29.41	31.59	33.81	35.83	38.28
	Bi-weekly	2,244.80	2,352.80	2,527.20	2,704.80	2,866.40	3,062.40
	Annual	58,364.80	61,172.80	65,707.20	70,324.80	74,526.40	79,622.40
Emergency Equip Tech 2	Hourly	33.30	35.00	36.70	38.60	40.53	42.60
	Bi-weekly	2,664.00	2,800.00	2,936.00	3,088.00	3,242.40	3,408.00
	Annual	69,264.00	72,800.00	76,336.00	80,288.00	84,302.40	88,608.00
EMS Training Coordinator	Hourly	35.72	37.47	39.38	41.33	43.48	45.65
	Bi-weekly	2,857.60	2,997.60	3,150.40	3,306.40	3,478.40	3,652.00
	Annual	74,297.60	77,937.60	81,910.40	85,966.40	90,438.40	94,952.00
EMS Instructor	Hourly	29.41	30.87	33.14	35.49	37.55	40.17
	Bi-weekly	2,352.80	2,469.60	2,651.20	2,839.20	3,004.00	3,213.60
	Annual	61,172.80	64,209.60	68,931.20	73,819.20	78,104.00	83,553.60
Fire Instructor	Hourly	33.30	35.00	36.70	38.60	40.53	42.60
	Bi-weekly	2,664.00	2,800.00	2,936.00	3,088.00	3,242.40	3,408.00
	Annual	69,264.00	72,800.00	76,336.00	80,288.00	84,302.40	88,608.00
Fire Training Captain/Officer (40 hr)	Hourly	37.47	39.38	41.33	43.48	45.65	47.96
	Bi-weekly	2,997.60	3,150.40	3,306.40	3,478.40	3,652.00	3,836.80
	Annual	77,937.60	81,910.40	85,966.40	90,438.40	94,952.00	99,756.80
Fire Captain (24 hr shift)	Hourly	26.51	27.80	29.20	30.67	32.25	33.85
	Bi-weekly	2,804.76	2,941.24	3,089.36	3,244.89	3,412.05	3,581.33
	Annual	72,923.71	76,472.24	80,323.36	84,367.04	88,713.30	93,114.58
Fire Captain (40 hr)	Hourly	35.02	36.76	38.64	40.56	42.65	44.75
	Bi-weekly	2,801.60	2,940.80	3,091.20	3,244.80	3,412.00	3,580.00
	Annual	72,841.60	76,460.80	80,371.20	84,364.80	88,712.00	93,080.00
Fire Engineer (24 hr shift)	Hourly	23.59	24.75	25.97	27.29	28.67	30.11
	Bi-weekly	2,495.82	2,618.55	2,747.63	2,887.28	3,033.29	3,185.64
	Annual	64,891.37	68,082.30	71,438.28	75,069.33	78,865.44	82,826.59
Fire Engineer (40 hr)	Hourly	31.19	32.73	34.34	36.09	37.90	39.84
	Bi-weekly	2,495.20	2,618.40	2,747.20	2,887.20	3,032.00	3,187.20
	Annual	64,875.20	68,078.40	71,427.20	75,067.20	78,832.00	82,867.20
Firefighter (24 hr shift)	Hourly	20.79	21.82	23.43	25.08	26.56	28.40
	Bi-weekly	2,199.58	2,308.56	2,478.89	2,653.46	2,810.05	3,004.72
	Annual	57,189.13	60,022.46	64,451.24	68,990.06	73,061.25	78,122.72
Firefighter (40 hr)	Hourly	27.50	28.87	30.99	33.17	35.11	37.56
	Bi-weekly	2,200.00	2,309.60	2,479.20	2,653.60	2,808.80	3,004.80
	Annual	57,200.00	60,049.60	64,459.20	68,993.60	73,028.80	78,124.80

Annual rates above are based on the hourly rate multiplied by the approximate annual number of hours worked for a full-time employee. For 40 hour employees this is 2,080 hours. For 24 hour shift employees, this is 2,750.8 hours.

The Bi-weekly rate is the annual rate divided by 26 since there are approximately 52 weeks in a year.

APPENDIX A-3 IAFF Salary Schedule

July 1, 2017 – June 30, 2018

Reflects a 3% pay increase over July 1, 2016 for all classifications

Class Title	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Fire Marshal 1	Hourly	32.54	34.09	35.83	37.67	39.52	41.55
	Bi-weekly	2,603.20	2,727.20	2,866.40	3,013.60	3,161.60	3,324.00
	Annual	67,683.20	70,907.20	74,526.40	78,353.60	82,201.60	86,424.00
Deputy Fire Marshal 2	Hourly	36.79	38.59	40.56	42.57	44.78	47.02
	Bi-weekly	2,943.20	3,087.20	3,244.80	3,405.60	3,582.40	3,761.60
	Annual	76,523.20	80,267.20	84,364.80	88,545.60	93,142.40	97,801.60
Emergency Equip Tech 1	Hourly	28.90	30.29	32.54	34.82	36.90	39.43
	Bi-weekly	2,312.00	2,423.20	2,603.20	2,785.60	2,952.00	3,154.40
	Annual	60,112.00	63,003.20	67,683.20	72,425.60	76,752.00	82,014.40
Emergency Equip Tech 2	Hourly	34.30	36.05	37.80	39.76	41.75	43.88
	Bi-weekly	2,744.00	2,884.00	3,024.00	3,180.80	3,340.00	3,510.40
	Annual	71,344.00	74,984.00	78,624.00	82,700.80	86,840.00	91,270.40
EMS Training Coordinator	Hourly	36.79	38.59	40.56	42.57	44.78	47.02
	Bi-weekly	2,943.20	3,087.20	3,244.80	3,405.60	3,582.40	3,761.60
	Annual	76,523.20	80,267.20	84,364.80	88,545.60	93,142.40	97,801.60
EMS Instructor	Hourly	30.29	31.80	34.13	36.55	38.68	41.38
	Bi-weekly	2,423.20	2,544.00	2,730.40	2,924.00	3,094.40	3,310.40
	Annual	63,003.20	66,144.00	70,990.40	76,024.00	80,454.40	86,070.40
Fire Instructor	Hourly	34.30	36.05	37.80	39.76	41.75	43.88
	Bi-weekly	2,744.00	2,884.00	3,024.00	3,180.80	3,340.00	3,510.40
	Annual	71,344.00	74,984.00	78,624.00	82,700.80	86,840.00	91,270.40
Fire Training Captain/Officer (40 hr)	Hourly	38.59	40.56	42.57	44.78	47.02	49.40
	Bi-weekly	3,087.20	3,244.80	3,405.60	3,582.40	3,761.60	3,952.00
	Annual	80,267.20	84,364.80	88,545.60	93,142.40	97,801.60	102,752.00
Fire Captain (24 hr shift)	Hourly	27.31	28.63	30.08	31.59	33.22	34.87
	Bi-weekly	2,889.40	3,029.05	3,182.46	3,342.22	3,514.68	3,689.25
	Annual	75,124.35	78,755.40	82,744.06	86,897.77	91,381.58	95,920.40
Fire Captain (40 hr)	Hourly	36.07	37.86	39.80	41.78	43.93	46.09
	Bi-weekly	2,885.60	3,028.80	3,184.00	3,342.40	3,514.40	3,687.20
	Annual	75,025.60	78,748.80	82,784.00	86,902.40	91,374.40	95,867.20
Fire Engineer (24 hr shift)	Hourly	24.30	25.49	26.75	28.11	29.53	31.01
	Bi-weekly	2,570.94	2,696.84	2,830.15	2,974.04	3,124.27	3,280.86
	Annual	66,844.44	70,117.89	73,583.90	77,324.99	81,231.12	85,302.31
Fire Engineer (40 hr)	Hourly	32.13	33.71	35.37	37.17	39.04	41.04
	Bi-weekly	2,570.40	2,696.80	2,829.60	2,973.60	3,123.20	3,283.20
	Annual	66,830.40	70,116.80	73,569.60	77,313.60	81,203.20	85,363.20
Firefighter (24 hr shift)	Hourly	21.41	22.47	24.13	25.83	27.36	29.25
	Bi-weekly	2,265.18	2,377.33	2,552.95	2,732.81	2,894.69	3,094.65
	Annual	58,894.63	61,810.48	66,376.80	71,053.16	75,261.89	80,460.90
Firefighter (40 hr)	Hourly	28.33	29.74	31.92	34.17	36.16	38.69
	Bi-weekly	2,266.40	2,379.20	2,553.60	2,733.60	2,892.80	3,095.20
	Annual	58,926.40	61,859.20	66,393.60	71,073.60	75,212.80	80,475.20

Annual rates above are based on the hourly rate multiplied by the approximate annual number of hours worked for a full-time employee. For 40 hour employees this is 2,080 hours. For 24 hour shift employees, this is 2,750.8 hours.

The Bi-weekly rate is the annual rate divided by 26 since there are approximately 52 weeks in a year.

APPENDIX B OVERTIME CALLBACK ROSTER

- I. Captain -- Vacancy
 1. Captain Sign-up List
 2. Draft

- II. Engineer -- Vacancy
 1. Engineer Sign-up List
 2. Draft

- III. Firefighter – Vacancy
 1. Firefighter Sign-up List
 2. Draft

- IV. Medic Technician -- Vacancy *
 1. Firefighter/Paramedic or Firefighter/Intermediate from Sign-up List
 2. Any fire suppression classification/Paramedic_or Intermediate from Sign-up List
 3. Firefighter/Paramedic or Intermediate draft
 4. Any fire suppression classification/Paramedic or Intermediate draft

- V. Medic Driver -- Vacancy *
 1. Firefighter/Paramedic or Firefighter/Intermediate from Sign-up List
 2. Any fire suppression classification/Paramedic or Intermediate from Sign-up List
 3. Firefighter/Paramedic or Intermediate draft
 4. Any fire suppression classification/Paramedic or Intermediate draft

* All classifications of Paramedics and Intermediates are equally eligible for medic unit standbys_and out of town transfers. There is no firefighter preference for these events.

APPENDIX C
Eugene Springfield Fire Department / IAFF Local 851
Joint Union Management Health Plan Alignment Study

Scope of Work

The Cities and the Union agree to work together to evaluate the feasibility of healthcare options that align the benefits offered under the Cities' health plans. The scope of this project is limited to analysis of healthcare benefit options and does not include any subsequent work that may be related to the implementation of any specific benefit strategies. Participation in this project does not commit the Cities or the Union to implementing any changes in the existing health plans.

The Partners Group (TPG), the benefit consultant for the City of Eugene (COE), and USI Northwest (USI), the benefit consultant for the City of Springfield (COS), have the data necessary to work in collaboration on this project to meet the objectives of the management team and the Union. Engaging USI and TPG for this initial consulting project creates efficiencies in the following ways:

- Allows the project to begin immediately as there is no delay due to a request for proposal process to find and contract with an outside consultant,
- Saves staff time for COE and COS as there is no need to pull contracts, plan designs and health plan experience for a new consultant, and
- Reduces the consulting fees that would be charged by an outside consultant who would need to be paid for the hours needed to gather historical data and claims history that the Cities' consultants already have.

Specifically, TPG and USI will work collaboratively to provide analysis related to the following:

- 1.) Benefit, cost and premium contribution comparison of current medical, pharmacy, vision and dental plans provided by COE and COS to IAFF members.
- 2.) Provide cost projections of up to four alternative plan options that would align the health plan designs for COE and COS IAFF members. In this scenario, the IAFF members would remain under the self-funded health plans of their respective employers; however, the benefits and employee premium contributions would be substantially the same.
- 3.) Provide a summary of regulatory and cost considerations related to a Multiple Employer Plan if the firefighters all joined one City's plan(s).
- 4.) Provide a summary of the process of identifying and receiving a proposal from an established trust for the firefighters if IAFF plan members were to be carved out of their respective city employer health plans and receive a PEPM city contribution towards their health insurance costs. As a part of this analysis, calculate a PEPM contribution that is equivalent to current respective city costs for IAFF plan members.
- 5.) Provide an outline of potential benefit structures that provide fire fighters the choice of benefit plans of either city. Include a summary of regulatory and cost considerations, specifically addressing the potential impact of adverse selection.
- 6.) Provide a summary of the impact to the Cities' self-funded plans' (ie, contributions of employers and all employees of both Cities) resulting from each of the potential new benefit structures considered.

Deliverables: TPG and USI will jointly provide a written summary of the analysis in addition to a joint presentation to management and union representatives. TPG and USI will include the Union in any preliminary communications, such as status reports, decision-making conversations or other discussions that could impact the results of the study. TPG will be responsible for the underwriting and analysis of City of Eugene programs and USI will be responsible for the underwriting and analysis of City of Springfield programs. All follow up questions and requests for additional analysis will be directed to TPG and USI through the appointed management team members.

Estimated Cost:

The estimated cost of the health plan study outlined in this document for work to be done by TPG and USI is \$24,000. The cost sharing formula will be two-thirds by the Department and one third by the Union. The Cities will determine their respective portions of the Department's share.

If outside legal or actuarial work is required as a part of this project, the scope of work will be mutually agreed upon by the Department and the Union and the cost sharing formula will apply. These hours will be billed separately and are not included in the \$24,000 cost estimate of this study. Additional legal and actuarial services needed to evaluate the feasibility of a Multiple Employer Health Plan or trust are estimated to cost up to \$10,000.

The Union will be responsible for paying additional costs related to Union requests for additional information or analysis unless the additional work is mutually agreed upon by the Department and the Union, in which case the cost sharing formula will apply.

The cost estimates and the scope of this project do not include any work that may be related to the implementation of specific benefit strategies.

At its discretion and sole cost, IAFF may engage third party consultants to review the work done by TPG and USI.

Timeline:

This project is estimated to take two months to complete. The actual timeline will be mutually agreed upon by the City of Eugene, City of Springfield, TPG and USI Northwest.

APPENDIX D
Referenced in Article 16.10

Last	First Name	Balance
Allen	Mark	124.000
Berry	John	61.000
Carter	Erick	120.000
Chappell	Diana	124.000
Chesnut	Jeremy	41.000
Cox	Douglas	123.000
Deedon	Gregory	147.000
Frost	Derrick	113.000
Fuller	Michael	113.000
Gray	Kevin	124.000
Hackett	Michael	151.000
Hundt	Michael	124.000
Inman	Byron	61.000
Linden	Kenneth	13.000
Little	Leldon	100.000
O'Donnell	Patrick	16.000
Pearson	Wayne	124.000
Price	Scott	124.000
Quesada	Anthony	16.000
Roberson	Glenn	85.000
Sabatka	Stuart	124.000
Sink	Robert	89.000
Skelton	Mark	113.000
St Sauver	Donald	133.000
Stewart	Rodney	113.000
Valenzuela	Jim	133.000
Van Buskirk	Paul	16.000
Van Rysselberghe	Charles	120.000
Ward	Merle	16.000
Young	Andrew	24.000

APPENDIX D– Continued

For additional reference, below is the table with the accrual hours available when the separate Accrued Vacation bank was established on January 1, 2013.

YOH	Employee	Max Accrual Rate	Total Hours
1976	Jerry Hall	1/1/2013	0
1978	Scott Sweeney	1/1/2013	0
1978	Kevin Murphy	1/1/2013	0
1978	Clifford Kimball	1/1/2013	0
1981	John McDowell	1/1/2013	0
1981	Michael Metzger	1/1/2013	0
1984	Curtis Bean	1/1/2013	0
1986	Gregory Deedon	New scale	147
1986	Douglas Cox	New scale	147
1987	Michael Hackett	New scale	151
1990	Todd Schwartz	New scale	124
1990	Laurie Monico	40 Hour	0
1990	Michael Hundt	New scale	124
1990	Wayne Pearson	New scale	124
1991	Scott Price	New scale	124
1991	Leo Giles	New scale	124
1991	Diana Chappell	New scale	124
1991	Stuart Sabatka	New scale	124
1991	Kevin Gray	New scale	124
1991	Brian Parmelee	40 Hour	0
1991	Mark Allen	New scale	124
1993	Todd Inman	New scale	133
1993	Donald StSaver	New scale	133
1993	John Berry	New scale	133
1993	Glenn Roberson	New scale	133
1993	Jim Valenzuela	New scale	133
1994	Kevin Sundholm	40 Hour	0
1996	Andy Young	New scale	120
1996	Erick Carter	New scale	120

1996	Charles VanRysseberghe	New scale	120
1997	Jeremy Chesnut	New scale	113
1997	Derrick Frost	New scale	113
1997	Robert Sink	New scale	113
1997	Michael Fuller	New scale	113
1997	Rodney Stewart	New scale	113
1997	Mark Skelton	New scale	113
1998	Jason Dean	New scale	94
1999	Ken Linden	New scale	61
2000	Paul VanBuskirk	New scale	16
2000	Anthony Quesada	New scale	16
2000	Scott Ward	New scale	16
2000	Patrick O'Donnell	New scale	16
2000	David Nowak	New scale	16

MOU – Emergency Equipment Tech

MOU – Emergency Equipment Tech

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, (IAFF 851)**

The City proposed a change in the positions of Emergency Equipment Technician in 2004, creating a lead position one range higher than the current position and the working level one range lower. One of the incumbents, Eric McGillvrey, was reclassified to the lead position, Emergency Equipment Technician II. The City and IAFF agreed to continue to pay the other employee above the new range for Emergency Equipment I. IAFF has raised concerns about the equity of the implementation for the two current employees. In recognition of the concerns, the City has agreed to pay Eric McGillvrey a three percent (3%) differential for the period of time he is employed as an Emergency Equipment II, unless there is a subsequent change in the classification series or ranges for these positions that is bargained between the parties.

Agreed to this 30th day of June, 2005.

For the City



Helen Towle, Human Resources Manager

For the Union



Joe Seibert, IAFF Chief Negotiator

MOU – METRO WEST AMBULANCE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EUGENE SPRINGFIELD FIRE
AND
IAFF LOCAL 851**

The Department and IAFF agree to the expansion to scope of work for Metro West Ambulance' Pre-Scheduled and Inter-Facility Non-Emergent Basic Life Support Ambulance Transport Contract:

1. Metro West Ambulance may conduct inter-hospital non-emergent transfers at the intermediate Life Support (ILS) level, per scope as defined by Medical Director, between Sacred Heart Medical Center at Riverbend, University District, McKenzie-Willamette Medical Center and other hospitals.
2. Metro West Ambulance may respond to alpha (A) and bravo (B) level calls-for-service and provide Basic Life Support (BLS) patient transports from residential care facilities, adult foster care homes, skilled nursing facilities, urgent care, medical clinics, physician and dental offices and any other medical related facilities within ASA #4 and ASA #5.
3. Metro West may conduct non-emergent scene calls for service which have been identified by the Department as Alpha and Omega level calls with a low probability of requiring Advanced or Intermediate Life Support (ALS/ILS) interventions.

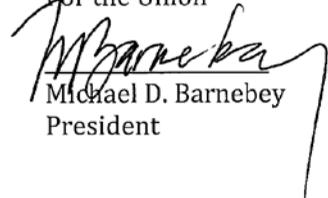
Agreed to this 23rd day of March, 2015

For the City



Randall B. Groves
Fire Chief

For the Union



Michael D. Barnebey
President

INDEX WILL BE ADDED BEFORE PRINTING