

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN THE

CITY OF SPRINGFIELD

&

IAFF LOCAL #1395



July 1, 2010 – June 30, 2011

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PREAMBLE

This collective bargaining agreement is entered into between the City of Springfield, hereinafter referred to as the "City" and the International Association of Firefighters, Local #1395, AFL-CIO, or its successor, hereinafter referred to as the "Association", for the purpose of collective bargaining as provided by Oregon Revised Statutes for employees covered under this Agreement. The provisions of this Agreement shall override the provisions of the Personnel Manual when they contradict one another. The City's Personnel Manual or department directives will apply in all cases where no contradiction to the agreement occurs. Despite this, the City understands its obligation to inform the Association and bargain changes (if requested) in the Personnel Manual or department directives when they affect mandatory subjects of bargaining.

ARTICLE 1 - RECOGNITION

The City hereby recognizes that the Association is the sole and exclusive representative of all Department of Fire and Life Safety personnel limited to the positions of Fire Captain, Fire Lieutenant, Fire Engineer, Firefighter/Paramedic, Firefighter, Deputy Fire Marshal I and II, Training Officer and EMS Program Officer; for the purpose of collective bargaining as provided by Oregon Revised Statutes.

ARTICLE 2 - NON-DISCRIMINATION

The Association and the City agree that this Agreement shall apply equally to all members of the bargaining unit regardless of race, color, marital status, sex, national origin, religion, mental or physical handicap, unless a bona fide occupational qualification exists. The parties shall equally share the responsibility for upholding this non-discrimination Agreement.

All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; determine the size of its work force; maintain efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Association Security Options

Each employee in classes recognized in Article 1 - Recognition, after completing the probationary period, shall become a member of the Association; a fair share member; or pay a like amount because of religious objections.

4.2 Fair Share

Employees not wishing to be members of the Association shall pay a "fair share" amount to defer the cost of collective bargaining and representation. The fair share amount shall be determined by the Association, which shall be deducted bi-weekly by the City and remitted to the Association.

4.3 Religious Objection

An employee who is a member of a church or religious body, having bona fide religious objections to a labor organization, or to the payment of dues, or payment in lieu of dues to a labor organization, shall pay an amount of money equal to the Association dues and/or assessments to a non-religious charity, or other charitable organization mutually agreed upon by the affected employee and the Association. The employee shall provide written proof to the City and the Association that this has been done.

4.4 Payroll Deduction

The City shall provide a payroll deduction form, to be used for the dues check off, and the fair share amount. Employees who refuse or fail to submit a payroll deduction form to the City, shall have the amount deducted from their bi-weekly paycheck, upon receipt, by the City, of a letter from the Association, indicating the employee's name, class title, and the amount to be deducted.

Employees who terminate, or who have worked less than ten days in the calendar month, will not be subject to the payroll deduction, or the fair share amount.

The City will not be held liable for errors made in the payroll deductions, but will make proper adjustments with the Association for errors as soon as is practical after they are recognized, or brought to the attention of the City.

The Association shall refund directly to the employee any salary deduction that does not meet the representational purposes criteria referenced in Section 4.2. If the City fails to make the proper deduction, the appropriate adjustment will be made to the Association. In no case shall the City's liability for such an adjustment extend beyond Association notification that has been provided during the prior 13 months.

ARTICLE 5 - NO STRIKE CLAUSE

5.1 Strike

The Association agrees that during the term of this contract, neither it nor its membership will strike, stop work, slowdown, or otherwise interrupt City services, including observing picket lines.

In the event a strike is occurring within the community, the City agrees to accommodate bargaining unit members by not requiring they cross a picket-line for matters not directly related to their suppression, emergency medical, ambulance and enforcement duties, so long as other reasonable alternatives are available.

5.2 Lockout

The City agrees that it cannot affect a lockout policy.

ARTICLE 6 - SENIORITY/LAYOFFS

6.1 Seniority Definition

Seniority shall be defined as an employee's length of service within the bargaining unit. An employee shall lose all seniority credit in the event of:

- a) Voluntary termination;
- b) Discharge for just cause;
- c) Failure to return from layoff within fourteen (14) calendar days following certified notification;
- d) Layoff of more than 48 months;
- e) Retirement.

6.2 Applications of Seniority

Firefighter and Firefighter/Paramedic shall be considered as a single classification for the purpose of layoff. Layoff shall occur as described above, except that the City may retain 12 of the most senior Firefighter/Paramedics for the staffing of department medic units.

Classifications: Fire Captain, Fire Lieutenant, Fire Engineer, Firefighter, Firefighter/Paramedic, Deputy Fire Marshal 1 and Deputy Fire Marshal 2, Training Officer, and EMS Program Officer.

- a) Preference in vacation scheduling shall be by seniority.
- b) A "layoff" means a reduction in the Department work force. In the event of a reduction in the work force, layoffs will be made within each job classification on the basis of seniority within the affected job classification. An employee laid off from their job classification shall be entitled to displace an employee in a lower classification within the department providing the displacing employee has greater seniority. The displaced employee can only bump into a classification they previously held.
- c) Employees shall be recalled in the inverse order of a layoff provided they remain qualified. Verification of maintenance of qualification may include reference and background checks for the period of layoff. Employees shall have recall rights for a period of 48 months from date of layoff. Employees on layoff shall keep the City Human Resources Director informed of changes of address. In the event of recall, the City shall notify a laid off employee by certified mail with a return receipt to the employee's last known address. No new employee shall be hired by the City in a class in the bargaining unit while a layoff list is in effect for that class. If the employee does not respond to the recall letter within fourteen (14) calendar days, the employee forfeits all recall rights and loses their seniority.
- d) If layoff occurs during an employee's probationary period and the break in service before recall from layoff is 24 months or less, the employee will be required to complete the remainder of the 12 month probationary period or a minimum of 3 months of probation, whichever is greater. If the break in service of the laid off probationary employee is greater than 24 months, upon recall from layoff the employee will be required to complete the remainder of the 12 month probationary period or a minimum of 9 months of probation, whichever is greater.
- e) Personnel promoted from a bargaining unit classification to a Chief Officer (Battalion Chief, Deputy Chief, or Fire Chief), may within their probationary period, return to a bargaining unit classification provided:
 - 1) They remain qualified for the position;
 - 2) They have previously held such position with this Department;
 - 3) No bargaining unit members shall be bumped from their current classification;
 - 4) Seniority within the bargaining unit shall not accrue during any probationary period for Chief Officers.
- f) Employees demoted due to a reduction in personnel will be granted vacancies to their former classification in inverse order of seniority for an indefinite period provided they remain qualified and provided that if the demoted employee was serving a probationary period at the time of demotion, he/she shall be required to serve a 12 month probationary period upon reinstatement to the classification from which he/she was demoted.

ARTICLE 7 - PROBATIONARY PERIOD

7.1 *New Employees*

All new employees in the Department of Fire and Life Safety shall serve a probationary period of 12 months and may be terminated for any reason. In the event a new employee is terminated during their probationary period, such action is not subject to the grievance and arbitration procedure contained herein. All employees who have worked said 12 months shall be known as non-probationary employees. The date of original employment shall be the hire date of each Department of Fire and Life Safety employee, and such date shall be the only date considered when calculating retirement, sick leave, eligibility for promotion, and seniority. Any interruption of service during the probationary period shall not be counted as part of such period. The provisions of this paragraph do not preclude the Association or the employee from using the grievance procedure regarding matters other than job rights.

New employees hired as Firefighter/Paramedics that do not have an EMT P certificate will be allowed to take two (2) consecutive tests at each level of training. If the employee is unable to pass the second test after initial training, the City shall have just cause to terminate the employee. It is understood that a newly hired Firefighter/Paramedic cannot delay the taking of their second test and that these previous provisions are only applicable to employees hired into the position after July 1, 1988.

7.2 *Promotional*

All employees that are promoted in the Department of Fire and Life Safety shall serve a probationary period of 12 months or 105 on duty shifts that have been actually worked (1900 actual work hours for 40 hour employees), whichever is greater. The Department may return an employee to their previous position for any reason during this probationary period. In the event the employee is returned to their former position, such action is not subject to the grievance and arbitration procedure contained herein. This section only applies to performance issues directly related to the promotional opportunity.

7.3 *Classification Change*

The date an employee moves to a different classification shall be known as his anniversary date and such date shall be the only date considered when calculating classification seniority.

ARTICLE 8 – WAGE AND BENEFITS

8.1 *Wages*

The Association acknowledges the cost to the City of the additional access to vacation in lieu of a Cost of Living Adjustment or market adjustment in FY11.

The City acknowledges the value to the Associations members of the additional access to overtime in lieu of a Cost of Living Adjustment or market adjustment in FY11.

The Salary Schedule in effect on June 30, 2010 shall continue throughout the term of this contract as identified in Article 25.1 Termination.

Appendix “A” attached hereto and incorporated by reference, reflects the above described salary increases. Rounding of salaries will be based upon the default payroll process, three (3) decimal places, of the City.

8.2 *Acting-in-Capacity*

Association personnel in the Department of Fire and Life Safety shall receive compensation commensurate with positions assumed when required to take the responsibility of a higher position for seven hours or longer.

Acting-in-capacity shall mean when an employee is assigned to perform the duties and responsibilities and/or assigned the authority of a higher classification for seven hours or longer. When EMT-certified employees serve in acting-in-capacity roles in conformance with the preceding paragraph, they shall receive EMT incentive pay pursuant with 8.3 of this contract.

In the event a Bargaining Unit member volunteers to act-in-capacity for a Battalion Chief as shift supervisor, the Bargaining Unit member will be compensated at the top of range 40 as provided above. While acting in this capacity, the Bargaining Unit member will not be required to exercise supervisory functions related to discipline and the expenditure of money, except as already exercised at the level of Captain.

In the event a Deputy Fire Marshal, Training Officer, or EMS Program Officer volunteers to act-in-capacity as Fire Prevention Supervisor, Training Supervisor or EMS Program Supervisor, respectively, the Deputy Fire Marshal, Training Officer, or EMS Program Officer will be compensated at the top of range 40 as provided above. While acting in this capacity, the Deputy Fire Marshal, Training Officer, or EMS Program Officer will not be required to exercise supervisory functions as related to discipline and the expenditure of money, except as already exercised in their current capacity.

8.3 Incentive Pay

Unless otherwise noted incentive pay shall be received each bi-weekly period and shall be based on the specified percentage of top step Firefighter bi-weekly pay.

a. EMT

Employees, other than those in the Firefighter/Paramedic classification, with EMT certification shall receive incentive pay in accordance with the following schedule:

EMT Basic		2.0%
EMT Intermediate	Acquired after 7/1/2007	3.0%
EMT Intermediate	Acquired prior to 7/1/2007	4.0%
EMT Intermediate	Acquired prior to 7/1/2007, once Oregon Health Division upgrade completed	5.0%
EMT Paramedic		8.0%

EMT incentive will only be revoked for disciplinary reasons or when an employee (non-Firefighter/Paramedic) voluntarily establishes they do not want to perform the functions of the certification.

b. Education

Employees with a Bachelors degree in Fire Science or Emergency Health Services shall receive an additional 1.5% of the base rate for top firefighter. An employee with a Bachelors degree in an unrelated field shall receive an additional 1% of the base rate for top firefighter. None of the above education incentives shall be cumulative.

c. Field Training Evaluator

Employees who function as Field Training Evaluation Program (FTEP) proctors will receive two percent (2.0%) of bi-weekly top step firefighter pay for each shift worked as a proctor. Top step bi-weekly pay is based upon the position's hourly rate times the average of 112 hours per bi-weekly cycle. Selection of FTEP proctors will be by seniority of those volunteers meeting the required qualifications.

d. 40-hour Employee Incentive

Employees who are assigned to a 40 hour schedule shall receive an additional 1% of the base rate for top step firefighter.

8.4 Station Move Pay

56-hour employees who are required to report to a station other than the one they are currently assigned to (as listed on the monthly phone roster), and must move their turn-out gear and other miscellaneous equipment from one station to another outside of regularly scheduled shift hours, will receive station move pay for the move, regardless of the time it takes, at the flat rate of thirty (30) minutes of overtime pay per move. This pay is compensation for all time spent in actually assembling, moving, and storing turn-out gear and other miscellaneous equipment, as well as travel time. Station move pay shall not apply to moves associated with time trades unless an additional transfer is required beyond one initial reporting location.

8.5 Standby Pay

The following provisions apply to bargaining unit members who are assigned to be available for immediate callback. Such employees shall be compensated at the hourly rate of one tenth (1/10) of the top step firefighter hourly rate, per hour of assigned standby time. Employees will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay. Callback pay will begin when the individual acknowledges the call or page and continues until released from duty.

To be eligible for Standby assignment, the Employee must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification while on standby status. Fire management reserves the right to determine qualifications to be eligible for any standby assignment.

Standby assignment opportunities will first be offered to employees on a voluntary basis before mandatory assignments are made.

8.6 Severance Pay

Employees hired prior to July 1, 1985, shall be entitled to severance pay in accordance with the following schedule upon termination because of budgetary requirements; provided that, said employees shall be entitled to such pay only once during his City service.

Schedule:	
Less than 6 months	None
6 months to 12 months	One weeks' pay
13 months to 24 months	Two week's pay
25 months to 36 months	Three week's pay
37 months and over	Four week's pay

8.7 Step Increase/Promotion

Step increases are considered on an employee's anniversary date and are based on work performance. To move to a new step on the salary range, an employee must receive a satisfactory performance evaluation.

8.8 Pay Period

a. Bi-weekly Pay Period

Beginning October 1, 2007 all members of the Association shall have time recorded and be paid on a 14-day bi-weekly pay period. The fourteen day cycles will begin on Sunday at 12:01 AM and end on Saturday at 12:00 AM. Time recorded for hours worked in a day will be recorded for the day in which the regular shift was scheduled to begin. All compensable hours actually worked or taken as leave by Employees regularly assigned to a 40 hour schedule shall be recorded for payroll purposes. All compensable hours actually worked or taken as leave by shift employees regularly assigned to a 56 hour schedule will be recorded for payroll purposes.

b. Pay Smoothing in Biweekly Pay Periods

“Pay smoothing” shall mean the methodology of deferring compensable hours from bi-weekly pay periods with higher regularly scheduled work hours to pay periods with lower regularly scheduled work hours so that the employee will receive a consistent regular base “salary” for all bi-weekly pay periods while assigned to a 56 hour schedule. Beginning October 1, 2007, pay smoothing will be applied for 56 hour shift employees as described in this section.

Shift employees are regularly scheduled to work two (2) bi-weekly periods of 5 work days (120 total hours) and one (1) bi-weekly period of 4 work days (96 hours) during each six week cycle.

Whenever an employee is regularly scheduled to work 120 hours in a single bi-weekly pay period, the employee will be compensated for 112 regular hours for that bi-weekly period and will have eight (8) hours of regular compensable time deferred to a smoothing balance for purposes of pay smoothing in a subsequent pay period.

Whenever the employee is regularly scheduled to work 96 hours in a single bi-weekly, pay period, the employee will be compensated for 96 regular hours plus all the deferred compensable hours in the smoothing balance (normally 16 hours) at the employees base hourly rate, for up to a total of 112 hours for that bi-weekly period. No hours will be deferred to the smoothing balance for that bi-weekly pay period.

c. Pay Smoothing Implementation for October 2007:

The final monthly pay period will be for the month of September 2007. All monthly salaries as specified in the contract will have been earned as of September 30, 2007 and will be paid on October 5, 2007. Time worked to be included as wages paid for September 30, will include all hours for shift work that began on September 30, 2007. All authorized overtime worked that is the result of the shift that began on September 30, will be paid as overtime worked for the month of September. Hours worked for October 1, 2007 will begin at 8:00 AM on October 1 plus any authorized hours worked prior to 8:00 AM on that day.

Pay Smoothing for the first 4 (four) bi-weekly periods beginning October 1, 2007 shall be as follows:

1. Shift employees on a 56 hour schedule who are regularly scheduled to work on Monday, October 01, 2007 will begin “smoothing” for the pay period beginning October 14 and ending October 27th. At that time employees will be required to bank 8 hours in weeks that their normal shift would be scheduled to work 120 hours and will be required to utilize 16 hours of time banked in weeks that their normal shift would be scheduled to work 96 hours. For each bi-weekly pay periods prior to the beginning of smoothing, each employee working each regular shift during that period will be paid for 112 hours worked.
2. Shift employees on a 56 hour schedule who are regularly scheduled to work on Tuesday, October 02, 2007 will begin “smoothing” for the pay period beginning November 11 and ending November 24th. At that time employees will be required to bank 8 hours in weeks that their normal shift would be scheduled to work 120 hours and will be required to utilize 16 hours of time banked in weeks that their normal shift would be scheduled to work 96 hours. For all bi-weekly pay periods prior to the beginning of smoothing, each employee working each regular shift during that period will be paid for 112 hours worked.
3. Shift employees on a 56 hour schedule who are regularly scheduled to work on Wednesday, October 03, 2007 will begin “smoothing” for the pay period beginning October 28 and ending November 10th. At that time employees will be required to bank 8 hours in weeks that their normal shift would be scheduled to work 120 hours and will be required to utilize 16 hours of

time banked in weeks that their normal shift would be scheduled to work 96 hours. For all bi-weekly pay periods prior to the beginning of smoothing, each employee working each regular shift during that period will be paid for 112 hours worked.

		1 st 2-Week Period	2 nd 2-Week Period	3 rd 2-Week Period	4 th 2-Week Period
Shift Beginning	Hrs Worked	96	120	120	96
October 01	Hrs Banked	0	0	8	8
	Hrs Paid	112	112	112	112
Shift Beginning	Hrs Worked	96	120	96	120
October 02	Hrs Banked	0	0	0	8
	Hrs Paid	112	112	112	112
Shift Beginning	Hrs Worked	120	96	120	120
October 03	Hrs Banked	0	0	8	8
	Hrs Paid	112	112	112	112

Note: Bold indicates the bi-weekly pay period employee is required to bank hours for smoothing purposes

8.9 Computation of Hourly Rate

Until implementation of the Bi-weekly pay cycle, the following computation of hourly rates shall continue: Hourly rates for 40-hour employees are determined by dividing the monthly salary by 173.33 hours.

Hourly rates for 56-hour employees are determined by dividing the monthly salary by 242.67 hours.

8.10 FLSA Work Cycle

For the purpose of complying with the Fair Labor Standards Act, vacation, holiday, sick, compensatory or other paid leaves taken will be considered time worked for purposes of calculating overtime pay. Hours worked after 204 hours in any 27-day FLSA work cycle shall be paid at the FLSA statutory overtime rate.

Effective upon implementation of bi-weekly pay periods, the FLSA work cycle shall be twenty one (21) consecutive days. Hours worked after 159 hours in the 21-day FLSA work cycle shall be paid as overtime. For shift employees regularly scheduled to work 168 hours in a 21 day work cycle, compensation for the resulting FLSA overtime shall be distributed in payments of 6 hours pay at one half (1/2) the employee’s regular hourly rate each bi-weekly pay period. This FLSA pay will be adjusted for any FLSA work cycle during which an employee has unpaid leave.

FLSA overtime pay shall not be considered base pay for purposes of computing rates for overtime as provided in Article 16, nor shall it be considered part of the employee’s rate of pay for purposes of computing incentives, benefits, or other compensation provided for in this agreement.

The City and the Association recognize that the FLSA language above results in an effective 2.68% increase in compensation. Should the FLSA ever be determined to not apply to bargaining unit members, the City agrees to increase the effected employees’ hourly rate by 2.68%.

ARTICLE 9 – INSURANCE

9.1 Health/Dental

The City will continue to provide comprehensive medical and hospital insurance coverage including the Health Incentive Plan (HIP) option which provides a benefit level that conforms to the insuring agreement in effect between the City and Pacific Source in plan year 2004 or a substantially comparable plan. The City may, at its sole discretion, offer additional health insurance plan(s).

Employees will have the option of selecting any of the offered medical plans. Coverage shall include all full-time and probationary employees and their dependents. The coverage begins the first of the month following a full month of employment.

The City agrees to provide a comprehensive dental insurance plan with a benefit level that conforms to the insuring agreement in effect between the City and ODS dental plan in Plan year 2001/2002. This plan includes the crown coverage that was previously self-insured by the City or a substantially comparable plan. The coverage for new employees will begin the first of the month following a full month of employment.

As of July 1, 2010, the City will continue to fund premium payments for the selected medical plan and the dental plan of 95% of the premium of the HIP plan plus 95% of the premium of the City dental plan, or the premium of the HIP plan plus the premium of the dental plan less \$40, whichever is less.

As of January 1, 2011, the City's obligation to fund premium payments for the selected medical plan and for the dental plan shall be limited to:

- a. The City's share of the 2010 HIP plan premium pre-floor (\$443.78 Single, \$975.70 Two-party, \$1,329.92 Family) plus 95% of any increase to the total 2010 HIP premium up to 20% increase, plus 50% of any increase in excess of 20% and
- b. City's share of the 2010 dental plan premium pre-floor (\$57.06 Single, \$91.38 Two-party, \$150.66 Family) plus 95% of any increase to the total 2010 premium up to 20% increase, plus 50% of any increase in excess of 20%.
- c. The 2010 premium of the HIP plan plus the 2011 premium of the dental plan less \$40 whichever is less.

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 dependants that are covered by another insurance plan may opt for single coverage under the HIP and still receive the \$200 HRA contribution. The HRA will be implemented as outlined in the City of Springfield's Benefits Summary of plan year 2004.

Association members shall pay a minimum of \$40 toward the monthly health insurance premium plus monthly dental insurance premium for whichever health plan they select. Association members shall pay any portion of the premiums for the selected medical plan or dental plan for which the City is not obligated as set forth in this section.

If PacificSource and/or ODS informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial reduction in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Association in writing. If the Association demands to bargain in writing within thirty (30) calendar days after receiving notice from the City, the parties shall negotiate over the impact of the plan termination or modification by PacificSource and/or ODS, or the addition of plan(s) by the City. If such bargaining demand is not provided by the Association, the Association waives its right to bargain over the change or the impact of the change identified in the notice.

The parties mutually agree to use the expedited bargaining procedure as set forth in ORS Chapter 243 to resolve any issues concerning health insurance plan changes that meet aforementioned criteria for mid-term bargaining, except that the notice and demand to bargain provisions shall apply as set forth above in this section. However, if PacificSource and/or ODS has not provided the requisite notice for the parties to comply with statute before plan termination, the City shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

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, but would be a voluntary addition or alternative to existing health insurance coverage. The scope of such wellness programs will also be determined at the sole discretion of the City. Wellness programs may be made available to all employees and dependents or a definable group in a specific situation, such as individuals with a specific diagnosis. Participation in wellness programs will be anonymous unless the program requires enrollment through the City. Participants will always be notified in advance when anonymity cannot be maintained. Initiation or continuation of any wellness program will be at the sole discretion of the City, and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

9.2 Life Insurance

The City agrees to provide life insurance and accidental death and dismemberment insurance to all full-time employees and probationary employees beginning the first of the month following the date of employment. Such life insurance shall be provided in the amount equal to the employee's annual base salary plus EMT certification pay up to a maximum of \$100,000 for classifications covered by this agreement.

9.3 Long Term Disability

Primary Long Term Disability (LTD) insurance coverage will be provided by PERS. In the event Article 10, Fitness & Physicals, section 10.2, is nullified as provided in Article 10.1, beginning July 1, 2008, The City shall provide a supplemental LTD plan with the same waiting period as PERS, a benefit of sixty percent (60%) of monthly pre-disability pay, up to a maximum of \$7,500 per month and offset by benefits from sick leave, Social Security, Worker's Compensation, PERS and unemployment insurance for all full-time employees.

9.4 Fire-Med

As part of its benefit package, the City will provide Fire-Med memberships to bargaining unit employees at the highest plan membership level offered by the City.

9.5 Workers Compensation

An employee who is off work due to an injury or illness which is compensable under the Oregon Workers' Compensation Act is eligible for supplemental pay from the City; the total of time loss benefits and supplemental pay shall be no less than the employee's regular net salary. Regular net salary for the purposes of this section shall be defined as gross base pay plus FLSA and incentive pay less the actual legal withholding exemptions to which the employee is entitled at the time of the leave and any other mandatory deductions from gross pay. Optional salary deductions such as credit union, insurance, or United Way shall not be used in determining regular net salary.

Supplemental pay shall be calculated as the employee's gross base pay plus incentive pay reduced by the amount of the weekly wage for workers compensation time loss or 150% of the maximum weekly benefit as defined in ORS 656-210, whichever is less, for all weeks in which benefits were received and not yet deducted from the employee's pay. In the event that an employee's gross base pay plus incentive pay is less than the reduction as described in this paragraph, the employee will receive no supplemental pay. The supplemental adjustment to gross pay described in this section will be made in a pay process after the employee has received payment for time loss from the City's insurer and such time loss payment has been

reported to the City.

City paid Insurance benefits, City deferred compensation contribution, Fire-Med coverage, flexible spending account arrangements, and health reimbursement account contributions will remain in effect while an employee is eligible for supplemental pay.

Deductions from the supplemental pay will be prioritized as follows:

1. The first priority will be statutory mandatory deductions, such as taxes and garnishments.
2. The second priority will be City or contract-mandated deductions, such as the employee's portion of health insurance premiums and FSA deferrals.
3. The third priority will be voluntary deductions, such as credit union or United Way contributions.

In the event that the supplemental pay is not sufficient to cover all deductions, employees will be notified on or before payday so that alternate payment arrangements may be made.

Eligibility for supplemental pay will continue for 180 calendar days from the date of injury. During this 180-day period, employees will be allowed to use injury leave for all compensable time loss; no earned leave will be deducted from the employee's banks, and regular leave accruals will continue for all time coded to injury leave.

After 180 days, employees may use available sick leave for integration with their Workers Compensation payments in order to extend their eligibility for supplemental pay as specified above. In this situation, a full paycheck will only be received if the employee has available sick leave. Once sick leave is exhausted other leave banks may be utilized. In the event that all available earned leave is exhausted, the employee will no longer be eligible for supplemental pay.

ARTICLE 10 – PHYSICALS/FITNESS

10.1 Fitness

The City and Association recognize the benefits of a healthy and fit workforce. To that end, the City and Association agree to utilize the Fire Service Joint Labor Management Wellness-Fitness Initiative as a guide to the department's Wellness Fitness Program. Both parties agree to support the department's Wellness Fitness Program. Subject to budgetary constraints and operation priorities of the Department, support will include, but is not limited to maintaining:

- Core group of certified Peer Fitness Trainers (PFT)
- Peer Fitness equipment
- Materials required by WFI initiative
- Nutritional education

10.2 Physicals/Evaluations

The department's WFI program shall consist of:

Implementation Physical -

Each member shall receive an initial WFI complete implementation physical to be scheduled after July 1, 2010, at no cost, if the member participates in the Wellness Fitness Initiative (WFI) program.

The WFI implementation physical will be conducted as outlined in Chapter 2 of the WFI manual. The Association recognizes that the pre-employment physical substantively meets the WFI physical criteria and can be used as the WFI implementation physical for new employees.

Follow-Up Maintenance Physical -

After the implementation physical each member who participates in the WFI program as outlined and recommended by the Peer Fitness Trainer shall receive an annual follow-up maintenance physical as outlined in Chapter 2 of the WFI manual. This physical will be provided at no cost as long as the member participates in the WFI program as recommended by the Peer Fitness Trainer.

WFI Fitness Evaluation –

Each member who has completed an annual physical shall complete an annual non-punitive and confidential fitness assessment from a PFT as outlined in Chapter 3.

10.3 Fitness Committee –

The Fitness Committee, comprised of Peer Fitness Trainers, Union Representative, and Management, will make decisions regarding the WFI program.

ARTICLE 11 – RETIREMENT

11.1 Retirement

Qualified emergency services employees in the department shall be covered by the Public Employees Retirement System. On behalf of each such qualified emergency services employee in the department who is required to make employee contributions to the Oregon Public Employees Retirement System (PERS), such contributions although designated as employee contributions, will be paid by the City to PERS in lieu of such contributions by the employee. Employee(s) do not have the option of choosing to receive the amount of such contributions directly, and paying such contributions directly to PERS, instead of having such contributions paid by the City to PERS. Each employee's compensation will be reduced to generate the funds needed for the City to make the employee contributions for the employee.

Employees' reported compensation on the W-2 form for tax purposes will be reduced by the amount of such contributions to the extent allowed by law.

11.2 Deferred Compensation

All members of the Association may participate in one or more of the City's offered deferred compensation plans, subject to applicable contribution requirements. Until implementation of the change to a bi-weekly pay period, or October 1, 2007 whichever occurs first, the City will continue to contribute, on a monthly basis, one percent (1%) of Top Step Firefighter/Paramedic base monthly salary to the plan of the employee's choice of the offered plans. Upon implementation of the change to a bi-weekly pay period, or October 1, 2007, whichever occurs first the City will contribute, on a biweekly basis 2% of Top Step Firefighter base biweekly salary to the plan of the employee's choice of the offered plans.

ARTICLE 12 - SICK LEAVE

12.1 Accrual

Until implementation of the change to a bi-weekly pay period, sick leave will be provided to all employees in the Association for non-occupational disability with full pay earned on the basis of one full duty day accrual for each full month of service (forty hours a week employees). Employees working fifty-six hours a week, shift work, will accrue sick leave at the rate of twelve (12) hours (1/2 shift) per month of employment. Accumulated unused sick leave shall be limited to 2000 hours for 56 hour personnel and 1328 hours for 40 hour personnel.

Upon implementation of the change to a biweekly pay period, or October 1, 2007, whichever occurs first, all employees in the Association will accrue sick leave according to the following schedule, for each full bi-weekly pay period:

Schedule	Bi-weekly accrual	Maximum Accumulation
40 hour	4 hours	1600 hours
56 hour	6 hours	3000 hours

12.2 Utilization

Employees working a 56-hour workweek in the Fire Department will be charged sick leave on the basis of two 12-hour sick days for each 24-hour shift.

Sick leave may be used in increments of 30 minutes or more.

Sick leave may be used after 30 days of employment.

Sick leave may be used for illness to the employee's immediate family. For the purpose of this article, immediate family shall be defined as the employee's mother, father, spouse, sister, brother, child, but shall also include any relative residing in the employee's immediate household. The use of the sick leave to care for an ill family member shall be limited to the time the employee's presence is actually required. Employees shall promptly make other arrangements for ill family members and may be required to provide a physician's statement regarding the need to attend the family member.

Sick leave may be used for routine medical/dental examinations and appointments for preventive care for employees and their dependents when such appointments cannot be conveniently scheduled during non-work hours.

In the event of a death in the immediate family which is defined as the employee's mother, father, spouse, sister, brother, child, grandparents, or other relatives residing in the employee's immediate household, or mother-in-law, father-in-law, an employee may be granted leave of absence not to exceed five working days (2-1/2 shifts for 56-hour employees) with pay. Participation in the resulting funeral shall be included in the five days.

In the event of a death of some other person that is significant to the employee, the employee may be granted leave of absence not to exceed five (5) working days (2-1/2 shifts for 56-hour employees) for bereavement purposes and shall use accrued sick leave.

12.3 Payment upon Death or Retirement

Effective January 1, 1993, there shall be no payment of sick leave at death or retirement, except as provided by the November 4, 1991 Memorandum regarding sick leave payoff. In lieu of such payment, unused accumulated sick leave shall be reported to PERS and credit shall be applied as provided by PERS.

If the crediting of sick leave to an employee's retirement benefit by the PERS is determined to be illegal or disallowed, the City's payment for unused sick leave shall be limited to a maximum of four hundred eighty (480 hours) for 40 hour employees, and seven hundred twenty (720) hours for 56 hour employees, and only upon retirement, disability retirement, or payment to the estate of a deceased employee. Eligibility for disability retirement shall be determined by the PERS.

12.4 Leave Donation

Members of the Association may request leave donation from other members of the Association for non-work related absences due to serious health related problems. To be eligible for leave donation the Association member must have exhausted all available paid leave and applied for:

1. Long term disability insurance (LTD) and who do not have enough accrued leave to cover until LTD is available, or
2. Family Medical Leave (FMLA) to care for an ill family member living in the same home experiencing serious health condition and do not have enough accrued leave to cover the expected duration of the FMLA leave.

Process:

1. Leave Donations will be initiated by completing the leave donation form and submitting the form to Human Resources.
2. Human Resources will work with the employee seeking donation to complete LTD and/or FMLA forms and make the request for donation. The employee requesting donations will decide how much information they wish to disclose to other Association members. A statement will be made in the request for donation to contact a Human Resources representative if more information is needed.
3. Leave donations are made voluntarily and anonymously.
4. Employees may donate accrued vacation time, accrued holiday, accumulated compensatory leave, or up to 8 hours (40 hour employee) or 12 hours (56 hour employee) of accrued sick leave per donation request. Once leave is donated and transferred to the receiving employee, it is irrevocable.
5. Employees who are eligible to take accrued vacation leave may donate vacation leave. Employees may donate up to 4 days or 2 shifts of sick leave per fiscal year provided they have a balance of at least 360 hours of accrued sick leave.
6. The donated leave will be converted to a dollar amount based on the hourly salary of the person donating the leave. This amount will then be converted back to hours based on the hourly salary to the sick leave bank of the person receiving the leave.
7. Donations will be removed from the donators leave bank and credited to the receiving employee as needed. Donated leave not transferred to the recipient within 90 days will be returned to the donator.
8. Donations of vacation, comp and holiday will be used, as needed, on a first in, first out basis. After the use of donated vacation, comp and holiday are used donated sick leave is used on a first in, first out basis.
9. Donations that are unused due to the employee's return to work, FMLA leave has ended, or LTD insurance is in force will not be removed from the donators leave bank. The employee making the donation will be informed if the leave was not used.

ARTICLE 13 - PROMOTION LIST

The Department shall conduct regularly scheduled promotional exams. Exams for the ranks of engineer and captain will be held no more than three years apart. No two promotional exams will be given within a six month period of each other, except in the case of urgent business necessity.

Written notification of testing shall be posted on station and administration bulletin boards no less than 90 days prior to date of test.

Testing for Deputy Fire Marshal I and II, EMS Program Officer, and Training Officer, shall occur whenever an opening is anticipated or has occurred.

Promotional lists shall remain in force until the results from the next regularly scheduled exam are posted on station and administration bulletin boards. The City reserves the sole right to determine when or if vacant positions will be filled.

A curriculum or study guide that outlines the core promotional study material will be made available upon request.

Announcements for promotional exams shall include the following.

1. Eligibility requirements to take the exam;
2. Tentative dates, times, and locations of the exam; and
3. Identification of all sources from which written examination questions will be derived, which will include the curriculum of core study materials.
4. 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

ARTICLE 14 - CLOTHING

The City supplies without cost to the employees governed by this Agreement, all the parts of uniform and of working clothing normally used.

Until September 30, 2007, the City agrees to provide each member of the Association whose duty station requires the wearing of a uniform, the sum of \$40.00 per month for the cleaning/repair thereof. Effective October 1, 2007, this allowance will be discontinued.

Any part of the uniform or of working clothing damaged or lost in the performance of duty, must be replaced as soon as possible at the expense of the City. Employees must personally replace clothing which is lost or damaged due to improper use.

All the parts of the current uniform, or protective clothing issued to the employee remains the property of the City.

Employee may display the official IAFF lapel pin on the left breast pocket of the uniform shirt or coat.

ARTICLE 15 - NOURISHMENT ON DUTY

All members assigned to Operations Division, working regular shifts, shall participate in an organized mess at the fire station and contribute his/her assessed share of the cost of the mess.

ARTICLE 16 - SAFETY

The City agrees with the need to maintain all vehicles, equipment, and personal safety gear in a state of repair to ensure safe operation. All equipment will be handled in a safe manner and in accordance with safe operating procedures. Alleged violations of this Article by the City are not subject to the arbitration step of this Agreement's grievance procedure, but may be processed through appropriate state and/or federal agencies.

ARTICLE 17 – ALCOHOL & DRUG TESTING

17.1 Drug & Alcohol Testing

Except as modified by this article, Association members are subject to the provisions of the City Drug & Alcohol Free Workplace policy. Where the provisions of this Article do not conform with specific provisions of the City policy, the provisions of this Article shall supersede those provisions of the policy.

The City's Drug and Alcohol Free Workplace Policy, insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Association. The City reserves the right to modify the policy as may be necessary to comply with applicable statutes and administrative regulations, and/or to conform with current standards for drug and alcohol testing.

17.2 Reasonable Suspicion

Reasonable suspicion must be based upon observations made while the employee is on duty, in any City vehicle or personal vehicle while engaged in City business, on any property owned or leased by the City of Springfield, or other designated areas to include emergency scene response areas, and City work sites in the field. A requirement to submit to drug and alcohol testing does not represent an assumption that the employee is under the influence of drugs or alcohol. Required testing is merely an essential part of the City's drug and alcohol-free workplace policy intended to maintain a safe, efficient and healthful workplace for employees free of the influences of drug and alcohol abuse.

17.3 Review Committee

A Review Committee consisting of three elected Association representatives and three management personnel will formally review the circumstances and facts in each case that a reasonable suspicion test is required. This review will take place in a timely fashion. All members of the committee do not have to be present at a given review provided that a majority of committee members can be present and that there is equal representation for both the Association and the City.

When a determination of reasonable suspicion is made regarding an Association member the following will occur:

- 1) The employee will submit to the required testing as provided by City policy.
- 2) The supervisor or manager accompanying the employee to the collection/testing lab will not observe the breath alcohol testing or collection process and will not observe results.
- 3) The employee will be placed on paid administrative leave until the test results are received by the City and a determination regarding the appropriateness of the reasonable suspicion requirement has been made by the review committee or the Chief.
- 4) Two copies of the results of the test will be delivered in sealed envelopes to a designated contact in the Human Resources department in accordance with the policy. The test results will not be opened or disseminated by the Human Resources department upon receipt until authorization by the Review Committee or the Chief, except that one sealed copy of the results will be delivered to the employee. The employee may request testing of a split specimen if applicable within 72 hours of receipt of the results as provided by policy.
- 5) The Review Committee will meet to determine whether the request to test was based upon reasonable suspicion as defined by City policy no later than three days after the tests have been required. The decision of the Committee will be based upon a review of all facts and circumstances leading up to the decision to test. In the event the committee is unable to make a majority determination, final determination will be made by the Fire Chief or his designee.
- 6) If the Committee determines that reasonable suspicion to test did exist, the test results will be opened and disseminated to Fire Chief and the Association president by the Human Resources department.
- 7) If the Committee determines that the request to test was not based upon reasonable suspicion, the sealed envelope containing the test results will be destroyed in the presence of no less than two Committee members, one of which must be a Association representative and one a management representative. No record of the testing will be retained in the employee's personnel records.

The City and the Association understand that results of any test must be made available to the individual being tested, and that nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.

17.4 Rehabilitation

The City and the Association encourage the voluntary admission of chemical dependency and strongly emphasize rehabilitation whenever reasonably possible rather than punitive measures. Employees needing help in dealing with such problems are encouraged to seek assistance through the City Employee Assistance Program or any appropriate program to aid them in overcoming their illness. Conscientious efforts to seek such help will not jeopardize any employee's job, and contacts with the EAP, initiated only by the employee will not be known or noted in any personnel record.

17.5 Workplace

Small amounts of cooking sherry or spirits may be kept in the station food lockers for the purposes of cooking. This practice may be suspended at a given station at the request of the Battalion Chief if one or more of the employees stationed there has been previously tested positive for alcohol, is receiving or has received treatment for alcohol abuse, or requests that the alcohol be removed from the station.

17.6 Drug Free Work Place Act of 1988

This article and the policy it modifies are intended to be in compliance with the Drug-Free Work Place Act of 1988. In the event of a conflict between the provisions of this article or policy and the Act, the provisions of the Act will prevail. Information regarding the Drug-Free Work Place Act is available for the Human Resources Department. A copy of the City's Drug & Alcohol Free Workplace policy will be posted to the City intranet, and copies will be available in each station.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Job Descriptions

The City shall maintain written job classifications which shall include, but not be limited to, titles and written specifications for various classes as they relate to the Department of Fire and Life Safety. Job titles shall refer to a specific class, and not to the individual. Each class shall have a specification that includes a concise, descriptive title, and a description of the responsibilities, and a statement of the minimum or desirable qualifications for each class. The City will provide copies of current job descriptions to the Association upon request, and will provide posting space in each station so that the Association may post the descriptions. A position may be reclassified whenever the duties change materially, reclassification may not, however, be used to avoid a restriction concerning demotion, promotion, or compensation.

In the event that the duties of a job classification are substantially revised, either party may request renegotiation of a pay range for that classification within two (2) weeks of formal notification of the revision.

In the event that a new job classification is added to the bargaining unit, the Association will be notified. The City understands its duty to bargain employment conditions consistent with State statute upon request from the Association.

18.2 Evaluations

A written copy of any personnel evaluation shall be given to the employee. The employee may attach a written statement to such personnel evaluation. This written statement will remain in the personnel file as long as that evaluation is retained.

18.3 Joint Labor Management Committee

a. Purpose

To improve communication between the Association and the City of Springfield Fire Department Management the parties agree to establish a Joint Labor-Management Committee (JLMC) in order to improve communication between the Association and Management. JLMC shall discuss

ongoing labor-management issues including but not limited to matters of mutual interest related 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 from FMT Fire Management and the Union, not to exceed (3) per side. JLMC shall establish its own protocols.

c. **Meetings**

JLMC shall meet at least quarterly. Either party may request an additional meeting of the JLMC to be held at a mutually convenient time and place and such a meeting shall if at all practical be scheduled within fourteen (14) days. The JLMC shall have no authority to amend the terms of the Agreement or to be involved in the grievance procedure.

d. **Participation**

Because participation in the JLMC is viewed as mutually desirable beneficial for the City and the Association, no person will be penalized for or benefit from participation in this group. Therefore, members of JLMC will not suffer loss of pay for time spent in JLMC meetings conducting JLMC business during their regularly scheduled work shift nor will any member of JLMC receive pay for time spent conducting JLMC business outside their regularly scheduled work shift.

ARTICLE 19- WORK SCHEDULE/OVERTIME

19.1 Definitions

Overtime hours shall be defined as all work performed outside of the scheduled workday or work shift. In case of overtime, personnel shall be paid one-and-one-half (1 1/2) times base pay. Compensation for overtime shall take the form of cash payment. Overtime shall be computed to the nearest 1/4 hour rounded up.

19.2 Callback

An employee called to work after their normally scheduled shift shall receive a minimum of two hours of overtime pay. The City retains the right to assign job responsibilities under a call back situation other than those for which the employee has been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected classification.

19.3 Work schedule

- a. The normal work schedule for shift personnel shall be 56 hours per week comprised of 24 hours on duty and 48 hours off duty. This normal work schedule equates to an average of 112 hours per bi-weekly cycle, and 242.67 hours in an average monthly schedule.
- b. The normal 40-hour workweek consists of five (5) eight (8) hour days per week. The schedule may be adjusted depending on operational requirements or request of the employee. This normal work schedule equates to an average of 80 hours per bi-weekly cycle, and 173.33 hours in an average monthly schedule.

19.4 Shift Transfers

- a. The City must give a minimum 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 his or her promotional placement.

- b. The City will consider transferring qualified employees who have expressed an interest in the transfer opportunity. Written notification of pending shift transfer opportunities will be posted on station and administration bulletin boards.

19.5 Overtime

Overtime will be hired by seniority. The rosters utilized for overtime hiring are rotational and shall be based on seniority as explained below.

Hiring for special events or for time periods of less than 20 hours will not affect the opportunity to work a 24-hours overtime shift. When a person is scheduled to work a special event and later decides not to work the event, that person has the responsibility to find a replacement for the special event.

Probationary firefighters shall not normally be eligible for shift overtime for one year. They may not work any overtime on a medic unit until they have completed the internship process. They may be hired for special assignment overtime as a last resort.

a. Maintenance of Shift Staffing Levels

Overtime hiring to maintain shift staffing levels will follow the guidelines below:

1. The rotational roster for overtime hiring is based on seniority, with the intent for hiring of overtime to hire the most senior person who is eligible. A person loses eligibility once he/she has worked in the time period of the rotation, until all others have had the opportunity to work.
2. If an opening has been created by any type of leave, the most senior eligible person will be hired. For example, if a captain, engineer, and firefighter are off and an engineer is the most senior eligible person for overtime, the engineer will be hired.
3. Acting-in-Capacity (AIC) can be used to create or fill an opening for the purpose of hiring the most senior, eligible person. In other words, AIC can be used or not depending on the rank and/or qualifications of the eligible person and the position needing to be filled. Qualifications for AIC personnel are established by management and will be revised from time to time. Qualifications will be published and distributed each time a revision is made. Personnel who have not been trained or meet the qualifications will not be allowed to AIC. The Association reserves the right to bargain changes in working conditions pursuant to the PECBA.
4. A person may be hired for overtime to AIC if he/she is on an active promotional list and no other person from the affected shift, on that same list, capable of filling the position is available. Other qualified individuals may work overtime AIC in cases of operational emergency.
5. If it is not possible to create an opening in the rank of the person determined in step 2 above, then the next most senior person, not of that rank, will be offered the overtime following steps 2 and 3 above.
6. The hiring lists for each rank will start over on the first day of every other month starting in January. The City agrees to provide a copy of the overtime lists to the IAFF at the end of each cycle. The list may be posted on Association bulletin boards if the IAFF so desires.

b. *Mandatory Overtime*

Mandatory overtime hiring for a classification shall only be done after all eligible employees capable of working in that classification have been called. Employees eligible for call include, in order of call, other shift employees in the effected classification, shift employees qualified to act-in-capacity in the effected classification, and qualified shift employees in a higher bargaining unit rank than the effected classification. If no one has accepted the overtime opportunity by 20:00 prior to the shift for which coverage is needed, a page will be sent to all employees eligible to work in the effected classification offering the opportunity to work overtime before the mandatory hire occurs. Mandatory overtime hiring shall be done in a reverse seniority system for that classification. Persons forced to work on an unscheduled day shall not be forced again for the next three cycles of the two month overtime rotation, unless an operational emergency exists. Probationary employees shall not be subject to mandatory overtime.

c. *Emergency Conflagration Act*

Overtime hiring to provide personnel for the Emergency Conflagration Act shall follow the guidelines below:

1. Hiring will be by seniority from qualified personnel on the current conflagration list. The conflagration list will be a rotating list. Once an individual is deployed on a conflagration they go to the bottom of the list.
2. Personnel will normally be hired to fill a position within their regular classification first. Personnel will be allowed to fill other positions if qualified when needed to complete crews or fill Task Force Leader Positions. For the purposes of this section the classifications are Firefighter, Apparatus Operator, Engine Boss, Assistant Task Force Leader, and Task Force Leader.
3. Overtime hours worked by members deployed under the Emergency Conflagration Act shall be recorded as "overtime shifts worked" on the regular overtime hiring list used for maintaining shift strength with the normal 20 hour exception.

d. *Special Programs/Opportunities*

Overtime hiring for Special Programs and overtime opportunities that do not relate to shift staffing, emergency call-back, or out-of-town transfers, shall be in accordance to the following guidelines:

1. Special programs are overtime opportunities that may range over several months, with a few hours overtime each month. Some examples of special programs include Program Medic, Rural Night Coordinator, etc. Examples of other opportunities include boat races, Silke Field standby and special events.
2. Selection for all overtime covered in this section shall be made by seniority of all applicants meeting the qualifications.
3. Special program hiring shall be done by the Deputy Chief of the affected Division (Fire Marshal, Operations, or EMS). Announcements shall be posted with a summary of job duties and qualifications required to apply.
4. Personnel may not have more than one special program assignment at a time.

5. Personnel hired for special programs will be evaluated on a minimum of a 3-month period using the city short evaluation form.
6. Personnel must perform at a “satisfactory” level or better to continue overtime participation in a special program.
7. Personnel hired overtime will work under the supervision of a program supervisor.

Employees involved in special programs prior to July 1, 2003 will be allowed to continue subject to the provision in section 6.

e. TROTS Overtime

1. The TROT hiring seniority list will start over every three months. This list will be used to track the number of TROT shifts each person works.
2. Personnel will sign up by scheduling an appointment with the BCO through the e-mail calendar system. The appointment will have the employee’s first initial and last name and the word TROT.
3. Sign ups may be done anytime up to 72 hours before the TROT shift.
4. Employees may remove their name from the sign up list at any time by canceling the appointment.
5. Initial hiring for the TROT shift will be done 72 hours prior to the shift.
6. The BC or Shift Supervisor will attempt to hire the senior person signed up for the day who has not previously worked a TROT shift during the current cycle. If that person declines they will continue through the sign up list for that day with the intent to hire the most senior person who is eligible.
7. The sign up is open to Intermediates and Paramedics. Only one Intermediate can work on a given TROT shift.
8. If the training session is cancelled and the employees who were hired for the TROT medic unit are not notified prior to reporting they will be paid two (2) hours call-back overtime.

19.6 Compensatory time

a. 40-Hour Employee

Compensatory time off at time-and-one-half in-lieu-of overtime pay may be accrued for employees assigned to a 40 hour work week. Employees shall not be allowed to accrue compensatory leave in excess of eighty hours. In the event a 40-hour employee is re-assigned or transferred to a 56-hour position, all compensatory hours shall be paid off in the next pay period at the employee’s 40-base hourly rate of pay. Utilization of accrued compensatory leave shall be allowed at the discretion of the supervisor.

b. 56-Hour Employee

Compensatory time off at time-and-one-half in-lieu-of overtime pay may be accrued for employees assigned to a 56 hour shift schedule. Shift employees shall not be allowed to accrue compensatory leave in excess of one hundred (100) hours. In the event a 56-hour employee is re-assigned or transferred to a 40-hour position, all compensatory hours shall be paid off in the next pay period at the employee’s 56-base hourly rate of pay. Utilization of accrued compensatory leave shall be

allowed in accordance with this section. Requests for compensatory time off must be in 12 hour increments, and must be made no later than 0830 the shift prior to the requested time off. Requested compensatory time off will be approved unless it would, at the time of approval, incur overtime for the City; if insufficient notice has been given; or if it would, in the opinion of the City, adversely impact operating requirements. Once approved, cancellation of compensatory leave shall be limited to emergency circumstances. In the event that multiple requests for compensatory time occur the approval shall be based on seniority. Employees may elect to take accrued compensatory time as pay in lieu of time off in an amount up to a maximum of 24 hours per pay period. Requests to receive accrued compensatory time as pay must be submitted in writing to the shift supervisor no less than 7 calendar days prior to the end of the pay period.

ARTICLE 20- HOLIDAYS

20.1 40-Hour Work Week

All employees in the Association working a 40 hour work week shall receive the following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and two additional floating holidays.

20.2 56-Hour Work Week

All employees of the Association working a 56-hour workweek shall be granted six shifts off in lieu of holidays.

20.3 New 56-Hour Employee Holiday Access

New 56-hour employees will be permitted to use accrued holiday leave during their first calendar year of employment. If a new employee begins line duty after vacations have been picked for that calendar year, the employee may use these holiday hours on any remaining open slots on their assigned shift. If all available slots for the year are filled, the new employee may create additional slots on which to use their holiday hours on any shift day, provided the requested slots do not create more than one additional slot above the maximum number of vacation slots on any given shift day. Senior employees will not have access to the slots created by new employees pursuant to this provision. Once these holiday leave days have been assigned and recorded on the leave calendar, the new employees will not be required to move the scheduled leave to slot openings created by future vacation cancellations during that year. If these additional holiday slots are vacated due to cancellation, shift changes, termination, or any other reason, the slots will cease to exist and may not be used by another employee.

ARTICLE 21 – VACATION

21.1 40-Hour Work Week

All employees, except shift personnel, with five years continuous service or less are granted ten (10) days of annual vacation leave with pay; with more than five years continuous service are granted 12 days of annual vacation; with more than ten years continuous service are granted 15 days of annual vacation leave with pay; and those with more than 15 years of continuous service shall accrue one (1) additional day for each year over 15 years of continuous service.

21.2 56-Hour Work Week

Members of the Association working on a shift basis comprising a 56 hour work week will accrue vacation leave according to the schedule below. Such accrual shall begin January 1 of the year in which the anniversary occurs.

Years of Service	Hours per pay period	Shifts per year
0-4	5	5.416
5-9	6	6.500
10-14	7	7.583
15 and over	Plus one half hour per pay period	Plus one half shift and one hour per additional year of service.

21.3 New Employees

New employees shall not be permitted to use vacation leave during their first year of employment except as provided herein. However, vacation leave shall accrue from the beginning of employment.

21.4 Termination

An employee who terminates during the initial six (6) months, or if he/she fails to successfully complete the initial probationary period, shall not be entitled to vacation leave or payment for accrued vacation leave.

All employees shall be entitled to payment for unused accrued vacation leave upon separation from City service. Such payment will be computed by the Department of Administrative Services on a pro-rated basis at a rate of pay applicable at the time of separation.

21.5 Vacation Scheduling

Maximum vacation accumulation for employees working a 40-hour workweek is 80 hours more than the employee earns in a year, based upon total service seniority. Maximum vacation accumulation for employees working a 56-hour workweek is 96 hours more than the employee earns in a year, based upon total service seniority.

Vacation times shall be scheduled based on the operating requirements of the department, efficiency and the availability of vacation relief. Every effort will be made to schedule vacation throughout the entire year. The department will allow a minimum of 5 employees off per shift throughout the year. The following will be used to calculate the additional number of leave slots available to 56-hour personnel in a given year. The total number of vacation and holiday hours accrued for a given shift (not including carry-over) will be multiplied by 1.25 and divided by 24 with the result being the number of leave slots available. These slots will be spaced equally on each shift day throughout the year. The remaining number of slots will be rounded to the next whole shift. These slots may be used on any shift day during the year provided only one is placed on a given day. This computation will be done prior to December 31st of the previous year and the results will be posted in all stations.

Vacation selection for 56 hour employees will be handled in the following manner. The person having the most seniority, determined by length of service with the Springfield Department of Fire & Life Safety, will have the first pick of vacation on their shift. The picking will proceed down the seniority list for each shift until the lowest seniority person picks their vacation for a given round.

1. Vacation scheduling shall be for the calendar year.
2. **First Round** – personnel may pick any number of full consecutive shifts (one or more).
3. Personnel will be able to skip over not more than two full shifts and still have their pick count as consecutive. Personnel cannot place vacation on a day that is closed; however, they can skip over two closed days during their pick. For example if the pick was for July 1, 4, 7, 10, 13, 16, and 19 and the 4th

and 7th were closed, a person could take the 1st, 10th, 13th, 16th and 19th. Closed shifts must be consecutive to skip over two. In the previous example if the closed days were the 4th, and 16th, the pick could be either from the 1st through the 13th or from the 7th through the 19th.

4. **Second Round** - personnel may pick any number of full consecutive shifts (one or more) as detailed above.
5. **Third Round** – personnel may pick any number of full consecutive shifts (one or more) as detailed above.
6. At the conclusion of the third round the list will go back again to the most senior person on the shift for the Fourth or “Shotgun” Round.
7. **Fourth Round** – personnel may choose their remaining vacation shifts. The picks do not have to be consecutive. If a person has a half shift in their vacation balance it can be picked during this round.
8. Individual vacation shifts ending with a half shift or more when scheduled will count in the total persons off per shift.
9. **Fifth Round** – all carryover vacation from the previous year will be selected by seniority after regular vacation scheduling has been completed. This will be done in the same manner as the Fourth Round.

Persons may not cancel scheduled vacation without rescheduling those shifts to open days, unless retention of those shifts will not cause the employee’s balance to exceed the maximum vacation carryover of 96 hours for shift employees. Persons may change their vacation shifts to open days on the shift vacation schedule. These changes may occur throughout the year. When requesting a change a notice will be sent via e-mail to the Battalion Chief’s Office and all members of the affected shift. If a request for vacation change results in closing a day, e.g. moving a day to one that already has four people off, the person making the move will contact the people above him/her on the seniority roster for that shift to see if they want the day prior to making the schedule change. The same system will apply if someone wants to make use of a vacated five-person slot. The number of extra-person slots as provided by this article will not be increased through rescheduling.

After vacations have been scheduled, shift reassignments will not interfere with scheduled vacation requests. When personnel are assigned to another shift, they will complete their vacation scheduling on that shift in accordance to the shift before or after their previous vacation schedule. If the shift before or after is full, the person will still be allowed to take vacation. They can place the extra slot on the aforementioned shifts or any full shift during the remainder of the year provided that the shift chosen has the same number of people off as the shift before or after the original vacation day. For example, if the shift before or after is a five person day and the shift transfer vacation makes a six person day then that slot may only be moved to other five person days.

Nothing in this section shall be construed to limit the right of management to cancel previously approved vacation, or control the scheduling of individual vacation times.

ARTICLE 22 - ASSOCIATION REPRESENTATION

22.1 Time Off

Three (3) association representatives shall be allowed time off with pay which would otherwise be received, as may be required to attend Labor-Management meetings, labor agreement negotiation, or meetings scheduled under the grievance procedure provided that such time off falls within their regular work schedule.

The City reserves the right to reduce the amount of time paid, when in the judgment of the City, such privileges are being abused.

22.2 Time Bank

The Association shall be allowed to send personnel to attend meetings which impact City/Association relations. No more than three on duty employees will be allowed to attend meetings applicable to this section.

Relief will be provided to the affected shift as required by the City. The relieved employees attending such meetings shall not be in uniform. The total amount of on duty time per year shall be 290 hours. Unused portions of the 290 hours can be carried over annually not to exceed 50 hours carry-over.

22.3 Association Meetings

In order that Firefighters on shift may attend Association meetings, it is agreeable that the Association hold not more than two (2) meetings per month in the Department of Fire and Life Safety day room, neither of which shall commence prior to 5:00 p.m., and provided said meetings not conflict with the duties of the personnel on shift.

22.4 Restrictions

No person or persons, not regular employees of the City, shall contact members of the Association while on duty with respect to Association matters, without prior authorization of the City. Employees shall not conduct Association business during those times when they would otherwise be expected to perform City assigned work.

ARTICLE 23 – DISCIPLINE

23.1 Just Cause

No regular employee may be disciplined or discharged except for just cause. Discipline includes written reprimands, suspension without pay, reduction in pay and discharge.

23.2 Probationary Employees

A probationary employee may be disciplined or discharged without recourse to the grievance procedure. This section applies to new hires only.

23.3 Due Process

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject them to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- d) At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.

23.4 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- c) The City must conduct a reasonable investigation.
- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual impact the misconduct has or would have on the employer's operations.
- f) The employee's past employment record will be considered.

23.5 Personnel Files

Upon request of the employee, written reprimands will be removed from the employees personnel file after three (3) years so long as no other disciplinary actions have occurred within that time period. Any written documentation of personnel matters or discipline issues involving Association personnel shall be considered confidential as defined by the ORS. This includes e-mail correspondences. All confidential documentation of personnel matters or discipline issues involving Association personnel shall be subject to the disclosure restrictions as provided by state and federal law.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Process

The parties agree that for the purpose of this agreement, a grievance shall be defined as a dispute regarding the meaning, and interpretation, or application, of this agreement, and that such dispute shall be settled in the following manner:

Step 1. The affected employee, either with or without an Association representative, shall take up the grievance verbally with the employee's immediate supervisor and if not resolved, shall present the grievance to their Battalion Chief within ten (10) calendar days after the grievant becomes aware of the occurrence. The Battalion Chief shall then attempt to adjust the matter, and give an answer within ten (10) calendar days of the receipt of the grievance. If the grievance has not been settled between the grievant and the Battalion Chief, the grievance shall proceed to Step 2 of the grievance procedure. For those employees reporting to a Deputy Chief the grievance shall be presented to that employee's Deputy Chief in this step.

Step 2. Within ten (10) calendar days after the receipt of the Battalion or Deputy Chief's response to the grievance, the grievant shall submit a written notice which shall include the details of the grievance, the section of the agreement allegedly violated and the specific remedy requested to the Management Team (Chief and Deputy Chief). Within ten (10) calendar days, the Management Team shall meet with the grievant, with or without an Association representative. Thereafter, the Management Team shall render a written decision within ten (10) calendar days of the meeting.

Step 3. If the grievance remains unsettled to the grievant's satisfaction, it shall be presented by the Association, or the employee, to the City Manager within ten (10) calendar days after the response specified in Step 2. The City Manager or designee will conduct an informal hearing within 10 calendar days from receipt of the grievance. The Management Team and a representative from Human Resources may be present at this hearing to act as a resource to

the City Manager. The City Manager shall respond in writing to the Association, or the grievant, within ten (10) calendar days after the hearing.

Step 4. If the grievance is still unresolved, the Association will, within ten (10) calendar days of the decision of the City Manager, or his designee, have the right to have the matter arbitrated by a third party, jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the aggrieved party shall request that the State Mediation and Conciliation Service submit a list of five (5) names of arbitrators. Each party shall have the right to reject one (1) list of arbitrators and ask for a new list from the State Mediation and Conciliation Service. Each side shall alternately strike a name and the remaining person shall be designated as the arbitrator.

The designated arbitrator shall hear both parties as soon as possible on the disputed matter, and shall render a written decision within 30 calendar days, which shall be final and binding upon the parties within his authority. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to the considerations of the particular issues presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the Agreement. Expenses for the Arbitrator shall be shared equally by the parties. If either party desires a verbatim recording of the proceedings, the party requesting the recording shall pay for the taping or transcription of the meeting. If both parties desire a copy, the cost shall be shared equally.

24.2 Time Limits

If either party fails to comply with, or follow the time limits specified in the grievance procedure, the following shall result:

- a) If the grievant fails to respond within the time limits specified above, the grievance may be pursued through Step 2, but will not be subject to the arbitration procedure. In this instance, the Management Team's decision shall be final and binding.
- b) If the City fails to respond within the time limits specified above, the grievance shall be automatically advanced to the next step.

The parties may, by mutual agreement, either waive or extend the time limits provided for in these procedures.

ARTICLE 25 – TERMINATION, MODIFICATION AND SAVINGS CLAUSE

25.1 Termination

This agreement, or any part thereof, may be terminated, or re-negotiated at any time, by mutual agreement of both parties. However, both parties voluntarily agree and understand that neither party shall be obligated to bargain during the term of this agreement. Either party may request to bargain the impact of any actions moving forward with the merger of the Springfield Fire and Life Safety Department and the Eugene Fire Department. The City will not make any unilateral changes in employment relations for the duration of this Agreement. This Agreement shall be in effect as of its date of execution through June 30, 2011.

25.2 Duration and Modification

If either party wishes to open this contract, they shall give written notice to the other party on or before January 30 of the year of its expiration. If neither party gives notice as provided herein, this Agreement shall remain in effect from year-to-year.

25.3 Savings Clause

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decisions shall

not affect the validity of the remaining sections, subsections, sentences, clauses, or phrases of this Agreement, but shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

SIGNATURES

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS
20th DAY OF January, 2010

CITY OF SPRINGFIELD

IAFF LOCAL 1395

Gino Grimaldi
City Manager

Kevin Gray
President

Randy Groves
Chief

Rodney Stewart
Vice-President

Greta Utecht
Human Resources Director

Todd Schwartz
Secretary Treasurer

APPENDIX A

<u>Position</u>	<u>July 1, 2007</u>			<u>October 1, 2007</u>		
	<u>Step</u>	<u>Hrly Rate</u>	<u>Monthly</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>
Firefighter	1	16.8794	\$4,096.12	1	16.880	\$1,890.56
	2	18.6843	\$4,534.11	2	18.685	\$2,092.72
	3	20.5021	\$4,975.25	3	20.503	\$2,296.34
	4	21.5182	\$5,221.83	4	21.519	\$2,410.13
Fire Engineer	1	18.1524	\$4,405.05	1	18.153	\$2,033.14
	2	20.0860	\$4,874.28	2	20.087	\$2,249.74
	3	22.0497	\$5,350.78	3	22.050	\$2,469.60
	4	23.1515	\$5,618.16	4	23.152	\$2,593.02
Firefighter/Paramedic	1	18.4740	\$4,483.09	1	18.475	\$2,069.20
	2	20.4461	\$4,961.66	2	20.447	\$2,290.06
	3	22.4398	\$5,445.47	3	22.440	\$2,513.28
	4	23.5716	\$5,720.12	4	23.572	\$2,640.06
Fire Lieutenant	1	19.5640	\$4,747.41	1	19.564	\$2,191.17
	2	21.0903	\$5,117.99	2	21.091	\$2,362.19
	3	23.1514	\$5,618.16	3	23.152	\$2,593.02
	4	24.3090	\$5,899.07	4	24.310	\$2,722.72
Fire Captain	1	22.5041	\$5,461.06	1	22.505	\$2,520.56
	2	23.5587	\$5,717.00	2	23.559	\$2,638.61
	3	24.6348	\$5,978.14	3	24.635	\$2,759.12
	4	25.8438	\$6,271.53	4	25.844	\$2,894.53
Deputy Fire Marshall I	1	26.0925	\$4,522.62	1	26.093	\$2,087.42
	2	28.3374	\$4,911.73	2	28.338	\$2,267.04
	3	30.5103	\$5,288.36	3	30.511	\$2,440.88
	4	32.0643	\$5,557.71	4	32.065	\$2,565.20
EMS Program Officer	1	31.5067	\$5,461.06	1	31.507	\$2,520.56
Deputy Fire Marshall II	2	32.9833	\$5,717.00	2	32.984	\$2,638.72
Training Officer	3	34.4900	\$5,978.14	3	34.490	\$2,759.20
	4	36.1827	\$6,271.53	4	36.183	\$2,894.64

APPENDIX A

<u>Position</u>	<u>July 1, 2008</u>			<u>July 1, 2009</u>		
	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>
Firefighter	1	17.387	\$1,947.34	1	17.735	\$1,986.32
	2	19.246	\$2,155.55	2	19.631	\$2,198.67
	3	21.119	\$2,365.33	3	21.542	\$2,412.70
	4	22.165	\$2,482.48	4	22.609	\$2,532.21
Fire Engineer	1	18.698	\$2,094.18	1	19.072	\$2,136.06
	2	20.690	\$2,317.28	2	21.104	\$2,363.65
	3	22.712	\$2,543.74	3	23.167	\$2,594.70
	4	23.847	\$2,670.86	4	24.324	\$2,724.29
Firefighter/Paramedic	1	19.030	\$2,131.36	1	19.411	\$2,174.03
	2	21.061	\$2,358.83	2	21.483	\$2,406.10
	3	23.114	\$2,588.77	3	23.577	\$2,640.62
	4	24.280	\$2,719.36	4	24.766	\$2,773.79
Fire Lieutenant	1	20.151	\$2,256.91	1	20.554	\$2,302.05
	2	21.724	\$2,433.09	2	22.159	\$2,481.81
	3	23.847	\$2,670.86	3	24.324	\$2,724.29
	4	25.040	\$2,804.48	4	25.541	\$2,860.59
Fire Captain	1	23.181	\$2,596.27	1	23.645	\$2,648.24
	2	24.266	\$2,717.79	2	24.752	\$2,772.22
	3	25.375	\$2,842.00	3	25.883	\$2,898.90
	4	26.620	\$2,981.44	4	27.153	\$3,041.14
Deputy Fire Marshall I	1	26.876	\$2,150.08	1	27.414	\$2,193.12
	2	29.189	\$2,335.12	2	29.773	\$2,381.84
	3	31.427	\$2,514.16	3	32.056	\$2,564.48
	4	33.027	\$2,642.16	4	33.688	\$2,695.04
EMS Program Officer	1	32.453	\$2,596.24	1	33.103	\$2,648.24
Deputy Fire Marshall II	2	33.974	\$2,717.92	2	34.654	\$2,772.32
Training Officer	3	35.525	\$2,842.00	3	36.236	\$2,898.88
	4	37.269	\$2,981.52	4	38.015	\$3,041.20

APPENDIX A

January 1, 2010

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>
Firefighter	1	18.090	\$2,026.08	1		
	2	20.024	\$2,242.69	2		
	3	21.973	\$2,460.98	3		
	4	23.062	\$2,582.94	4		
Fire Engineer	1	19.454	\$2,178.85	1		
	2	21.527	\$2,411.02	2		
	3	23.630	\$2,646.60	3		
	4	24.811	\$2,778.83	4		
Firefighter/Paramedic	1	19.800	\$2,217.60	1		
	2	21.913	\$2,454.26	2		
	3	24.049	\$2,693.49	3		
	4	25.262	\$2,829.34	4		
Fire Lieutenant	1	20.965	\$2,348.09	1		
	2	22.603	\$2,531.54	2		
	3	24.810	\$2,778.77	3		
	4	26.052	\$2,917.82	4		
Fire Captain	1	24.118	\$2,701.22	1		
	2	25.248	\$2,827.78	2		
	3	26.401	\$2,956.91	3		
	4	27.697	\$3,102.06	4		
Deputy Fire Marshall I	1	27.963	\$2,237.04	1		
	2	30.369	\$2,429.52	2		
	3	32.698	\$2,615.84	3		
	4	34.362	\$2,748.96	4		
EMS Program Officer	1	33.766	\$2,701.28	1		
Deputy Fire Marshall II	2	35.348	\$2,827.84	2		
Training Officer	3	36.961	\$2,956.88	3		
	4	38.776	\$3,102.08	4		