

AGREEMENT

BETWEEN

THE CITY OF MEDFORD, OREGON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 824

JULY 1, 2020

TO

JUNE 30, 2023

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PREAMBLE

This Agreement is entered into by the City of Medford, Oregon, hereinafter referred to as the "City," and Local #824, International Association of Fire Fighters, hereinafter referred to as the "Union."

This Agreement is the sole document of these matters and supersedes the City of Medford Personnel Rules, and all other rules and policies which may have pertained to these matters prior to the date of this Agreement.

This Agreement shall apply to those non-supervisory employees of the Medford Fire Department, comprised of the following classifications:

Firefighter	Fire Battalion Chief – Shift Commander
Fire Engineer	Fire Battalion Chief – Training and Safety
Fire Captain	Fire Battalion Chief – Support Services
Deputy Fire Marshal	Fire Battalion Chief – Fire Marshal

Supervisory, confidential, and temporary employees are excluded from the bargaining unit. Temporary employees are defined as employees hired for a specific project and who are employed for not more than 120 days in a calendar year. Benefits for employees regularly scheduled to work less than 20 hours per week shall be prorated according to the ratio of their regularly scheduled hours to full-time (40 or 56 hours).

The parties agree as follows:

ARTICLE I - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the positions described above.

ARTICLE II - UNION SECURITY

2.1 Payroll Deductions/Dues Check Off

Upon receipt of written authorization from an employee, the employer will deduct, once each month, dues, and assessments from the employee's paycheck in an amount certified to be current by the treasurer of the Union. The total amount of deductions shall be remitted each month by the employer to the treasurer of the Union.

2.2 Maintenance of Efforts

Each employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee revokes the authorization by sending an original written, signed and dated notice via U.S. Mail or hand delivery to both the employer and the Union President. The City and the Union agree that any revocation of an employee's authorization to withhold fees must be consistent with the limitations included in the payroll authorizations signed by the employee, including compliance with the appropriate window period. If employee sends an otherwise proper revocation of their authorization before the annual window period, the City will continue to deduct amounts equal to the dues and assessments certified by the Union from the employee's paycheck until the next window period.

2.3 Indemnification

The City shall not be held liable for errors in deductions provided in this article unless the City, upon written notification from the Union, fails to correct the error within one month. The Union agrees to

indemnify, defend, and hold the City harmless against any claims made or suits brought against the City as a result of this article. The Union shall provide the City prior written notice of at least one month of any change in dues amounts.

2.4 Leave for Collective Bargaining

Collective bargaining shall be scheduled at mutually convenient times and locations. Members of the Union bargaining team shall be permitted to attend bargaining meetings without loss of pay when scheduled during their regular shift. If requested by the City Manager, or designee, to meet for a labor relations purpose, representatives of the Union (not to exceed four (4)) shall be released from duty without loss of pay if said meeting is scheduled when on duty. The Union will attempt to schedule bargaining meetings at times when the fewest members of the bargaining team are scheduled to work.

2.5 New Hires

The City will notify the Union of all new hires in the bargaining unit at least two weeks before the employee's first day of work. The City will allow a Union representative the opportunity to meet with the new employees in the bargaining unit during the employee's orientation or shortly after they begin employment with the City. Further, within 30 days after employment, the City will furnish the Union with the new employee's name, mailing address, and position for which hired.

ARTICLE III - MANAGEMENT RIGHTS

3.1 The City retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this agreement. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties for whose benefit this agreement is made.

ARTICLE IV – DISCRIMINATION

4.1 The City and the Union agree that no action will be taken against any employee in violation of federal or state discrimination laws.

4.2 Alleged violations of this article may be processed through the grievance procedure up to but excluding arbitration. It is the intent of the parties that the final resolution of any discrimination claim shall be in accordance with the procedures of the appropriate federal and/or state administrative agencies.

ARTICLE V - MAINTENANCE OF STANDARDS

5.1 All rights, privileges, and working conditions enjoyed by employees at the present time, which are not included in this agreement, and which constitute employment relations shall remain in full force, unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent.

ARTICLE VI - DISCIPLINE AND DISCHARGE

6.1 Discipline

Discipline may include but not be limited to written reprimand, reduction in pay (so long as the reduction is no more than one (1) step and not in excess of three (3) months), suspension, demotion and termination. No permanently appointed employee shall be disciplined except for just cause; nor shall any such employee be reprimanded, suspended, demoted, or discharged arbitrarily. All disciplinary action imposed upon an employee, may be protested as a grievance through the regular grievance procedure. Any counseling or disciplinary action shall be done in a manner which will not embarrass the employee before other employees or the public. The substantive evidence forming the basis of disciplinary action, which is subject to the grievance procedure, shall be furnished to the aggrieved employee and to the Union president.

Written reprimands shall be placed in the employee's personnel file. Upon request of the employee, such documentation shall be removed after two (2) years, provided that no other disciplinary action has been taken against the employee during the two (2) year period.

6.2 Discharge

If the City determines there is just cause for discharge, the City may suspend the employee without pay and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Protest of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 7. The Union may process a grievance concerning suspension, demotion, or discharge in Step 2 of the grievance procedure.

6.3 This Article shall not apply to any employee on probation as defined in Article 9.

ARTICLE VII - SETTLEMENT OF DISPUTES

7.1 Grievance Procedure

A grievance shall include any dispute concerning the interpretation or application of a specific article of the contract or the terms and conditions of employment. "Days" as used in this procedure shall be calendar days.

Step I Deputy Chief

The grievant shall discuss the grievance first with their Deputy Chief or designee with the objective of informally resolving the grievance. Said discussion shall occur within thirty (30) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the Deputy Chief or designee, if the grievance has not been solved informally, the grievant shall file the grievance in writing with their Deputy Chief or designee. Such filing shall state the specific article(s) allegedly violated and the remedy requested. The supervisor shall hear the appeal and render a written decision with specific articles or reasons that support his or her decision within ten (10) days after receiving the grievance.

Step II Fire Chief

Within ten (10) days, if the grievant is not satisfied with the disposition of their grievance at level one (1), they shall file the written grievance with the Fire Chief. The Chief shall hear the appeal and render their written decision within ten (10) days after receiving the grievance.

Step III City Manager

Within ten (10) days, if the aggrieved is not satisfied with the disposition of their grievance at level two (2), they shall file their appeal with the City Manager. The City Manager or their designee shall hear the appeal and render their decision within ten (10) days after receiving it.

Step IV Arbitration

- A. If the Union is not satisfied with the disposition of the grievance at level three (3), it shall, within ten (10) days file a Notice of Intent with the Union and the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such Notice of Intent, the City and the grievant and/or the Union, unless they can mutually agree to an arbitrator, shall request a list of seven (7) arbitrators from the Employment Relations Board of the State of Oregon. It is agreed that the list shall contain only arbitrators that reside in Oregon. The arbitrator shall be selected from this list by the striking method. Order of striking will be determined by the flip of a coin.
- C. The findings of the arbitrator shall be limited to the terms of this agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this agreement.
- D. The decision and award of the arbitrator shall be final and binding on the parties. The parties shall share equally the cost of arbitration.

7.2 Timelines

If the employer fails to proceed as stipulated in various steps of the grievance procedures, the grievance shall automatically go to the next step as provided. If the Union fails to properly proceed according to the stipulations in the grievance procedure, it shall be determined that the grievance has been settled or has been settled in accordance with the decision made in the last step taken.

7.3 Stewards

The Union will identify five (5) members who will investigate grievances. Said members may spend up to two (2) hours of on-duty time for such investigation per grievance upon approval of their immediate supervisor. If the grievance is founded and the formal grievance procedure undertaken, the Union will designate a representative who will carry out the steps of the grievance procedure and attend all arbitration proceedings on City time if so scheduled.

ARTICLE VIII - JOB DESCRIPTIONS

8.1 The employer shall maintain written job classifications that shall include titles and written specifications for various classifications. Job titles shall refer to a specific classification and not to an individual. Each classification shall have a specification that includes a descriptive title, a description of responsibilities, and a statement of the minimum or desirable qualifications.

ARTICLE IX - PROBATIONARY PERIODS

9.1 New Employees

For the purpose of new employees, the term probationary shall mean an employee who has not completed twelve (12) consecutive calendar months of service with the Medford Fire Department, uninterrupted by any leave of absence without pay.

9.2 Promotional Probationary Periods

Any employee who is promoted to a higher position classification shall be considered a promotional probationary employee for a period of twelve (12) calendar months following such promotion. The grievance procedure contained herein shall apply to such employees; however, no such employee may file a complaint or grievance based on involuntary demotion to the position from which they were promoted unless such demotion was not based on job-related performance.

ARTICLE X - SENIORITY

10.1 Seniority, for those employees in the Fire Department and who are covered by this agreement, shall be the employee's length of continuous service with the Fire Department, dating from their last date of hire.

10.2 Seniority shall be broken or terminated if any employee: (1) quits; (2) is discharged for just cause; (3) is laid off and fails to respond to written notice sent by certified mail, return receipt requested, within five (5) working days after being recalled or fails to return to work within fifteen (15) additional calendar days; (4) fails to report to work at the termination of a leave of absence; (5) while on a leave of absence accepts employment without permission; (6) is retired. Seniority shall apply in matters of vacation, holidays, and as referred to in the body of this contract. In the event that more than one (1) employee has the same date of hire, the employee with the highest combined score on the entrance examination will be deemed to be senior.

ARTICLE XI - WAGES AND BENEFITS

11.1 Wages

Wages for all classifications within the bargaining unit will be paid in accordance with Exhibit A, attached.

11.2 Pay Periods

Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or a holiday, the last preceding work day shall be the regular pay date in lieu thereof. All accrued leaves are considered time worked and will be subject to the provisions of the contract for the specific leave type.

11.3 Overtime

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

- A. Employees shall receive compensation for any Incident Management Team (IMT) deployment under the Oregon Fire Service Mobilization Plan or State/Federal Incident Management Team deployments from a declared conflagration outside the jurisdictional limits of Medford Fire-Rescue and any Southern Oregon Regional Hazardous Materials Team (HazMat) deployment.

Compensation at a straight time hourly rate will be paid for hours deployed during normally scheduled hours of work. The employee shall be compensated at a rate of one and one-half (1½) times the hourly rate for all actual time worked in the mobilization outside of the normal work schedule of that employee (including travel time to/from the incident).

- B. Duty Officer standby will be compensated with eight (8) hours of compensatory time for each seven (7) day assignment, will carry a paging device and be able to respond within 15 minutes of the initial callout.

11.4 Callback

Emergency Callback

During emergency events requiring additional personnel beyond those assigned to the on-duty shift, positions shall be filled with the first available qualified personnel (which may include a geographic based request), except that, if the City has at least 4 hours' notice that additional personnel will be required, the standard call-back procedure will be used. Resource requests that require special training, licensure, or certification are exempt from this understanding; however, personnel on the appropriate "position lists" will be given equal opportunity for deployment.

Callback is defined as a return to the employee's regular assignment at times not contiguous with the employee's regularly scheduled shifts. Employees subject to such recall shall be compensated at one and one-half (1.5) times their regular rate for actual hours worked - provided, however, that 40-hour employees shall receive a minimum of 2.5 hours at the overtime rate from time of call out and 56-hour employees shall receive a minimum of four (4) hours at the overtime rate. Employees will be compensated up to 30 minutes for travel time to initial fire station, which is included as part of the 4-hour minimum for 56-hour employees and 2.5-hour minimum for 40-hour employees.

Callback will utilize the mutually agreed upon method of callback for regular duty.

Non-Emergency Callback

For mandatory call back for purposes other than a return to the employee's regularly assigned duties, 40-hour employees shall receive a minimum of two (2) hours at the overtime rate and 56-hour employees shall receive a minimum of three (3) hours at the overtime rate. At least fourteen (14) calendar days advance notice shall normally be provided for such call-backs.

Deputy Fire Marshals who are pre-approved to work a specific event such as an after-shift inspection or public education activity shall be compensated at one and one-half (1.5) times their regular rate for the actual hours worked, provided however, they shall receive a minimum of two and one-half (2.5) hours at the overtime rate if the time worked is not contiguous with their regular scheduled shift. Employees assigned to work a recognized City holiday shall be compensated at two (2) times their regular rate for actual hours worked, provided however, they shall receive a minimum of two (2) hours.

11.5 Compensatory Time Off for Department Activities

Personnel who volunteer for and have skills and/or abilities in particular areas may be selected to participate in various department programs. Such selection shall be at the discretion of the City. Said personnel will earn compensatory time-off under the following provisions:

Overtime hours worked will be converted to compensatory time by multiplying time worked by 1.5. Hours worked will be rounded to the nearest one-quarter (1/4) hour prior to multiplication by the 1.5 factor.

Maximum accumulation of compensatory time will be 60 hours for 56-hour employees and 42 hours for 40-hour employees except Battalion Chiefs whose compensatory time may not exceed 80 hours for a 40-hour week employee and 112 hours for a 56-hour employee. No compensatory time can be earned beyond these limits.

Ordinary callback and emergency firefighting callback are excluded from the provisions of this Agreement.

Should the provisions of the Fair Labor Standards Act be overturned or modified, this Agreement will be modified as necessary to comply with applicable laws.

Cell Phones

The City may require Deputy Fire Marshals to carry cell phones according to the agreed upon schedule. The Deputy Fire Marshals will provide after hour coverage of one (1) Deputy Fire Marshal to be available for call back on an evenly rotating basis. For each seven (7) day assignment, eight (8) hours of compensatory time will be credited to the Deputy Fire Marshal. The cap for compensatory time is 42 hours. The City and the employee shall maintain the scheduled use of compensatory time to keep each Deputy Fire Marshal below the cap and available to work within the on-call rotation.

If a Deputy Fire Marshal is called in on a contractually recognized holiday, they shall be paid for such callback at twice (2 times) the employee's regular hourly rate. For this purpose a holiday shall be from 12:01 AM to 12:00 Midnight. Employees called back on a holiday shall not receive any additional compensation other than the double time rate for the hours worked.

11.6 Move-up Pay

An employee assigned to and acting in a classification higher than the employee's regularly assigned classification shall receive premium pay for all such hours as specified below:

Firefighter to Fire Engineer – 5%

Firefighter to Captain – 15%

Fire Engineer to Captain – 5%

Captain to Battalion Chief – 5%

Battalion Chief to Fire Chief – 5%

Deputy Fire Marshal to Battalion Chief Fire Marshal or Fire Marshal – 5%

- A. Employees assigned tender or grass rig driver will receive 2.5% for all hours assigned.
- B. Employees assigned to a Rapid Response Unit will receive 5% for all hours assigned.
- C. This section is not applicable to drill ground training assignments or situations resulting from voluntary shift exchanges unless the employee is required to move-up from the classification involved in the initial voluntary shift exchange.
- D. Deputy Chief and Fire Chief are not prohibited from backfilling for Battalion Chiefs.

11.7 Mileage and Per Diem

When an employee, after reporting to duty as assigned, is required to report for duty at any location other than their permanent reporting location and required to use their personal automobile for transportation to such location, they shall be compensated at the current IRS rate for the use of such automobile directly in the line of duty.

If an employee is required to report for duty at another station prior to the beginning of the regular shift, the employee shall be permitted to claim actual travel time up to 30 minutes from the employee's regularly assigned station to the new work location, and shall be compensated for such time at one and one-half (1.5) times the employee's regular rate of pay. Similarly, actual travel time up to 30 minutes at the end of the shift shall also be permitted to be claimed to return the employee's gear to the regularly assigned station, and shall be compensated at one and one-half (1.5) times the employee's regular rate of pay.

When an employee's duties require them to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements. During the term of this agreement, the amounts paid under this section shall not be reduced below the levels contained within the Administrative Regulation as of January 1, 2015.

11.8 Insurance

The City will provide the following benefits for all members subject to waiting periods required by the insurance carriers for new employees.

- Full-family medical, vision and dental insurance.
- \$50,000 life insurance policy for the employee.
- Long-term disability insurance.
- A work injury insurance plan through an approved Oregon workers' compensation insurer.

City Paid Caps

Effective July 1, 2020, the City will contribute up to \$1700 toward the composite premium for selected plans.

Effective July 1, 2021, the City will contribute up to \$1750 toward the composite premium for selected plans.

Beginning January 1, 2022, the City will pay one-hundred percent (100%) of the monthly premium costs for the lowest cost insurance plan for each eligible full-time employee covered by this agreement. If the employee should choose a higher cost insurance plan, the City will pay the equivalent dollar amount of the lowest cost plan towards the premium of the employee's selected plan. For the term of this contract, the coverage shall remain equal to or better than the City's overall insurance plans in effect at the time this agreement is signed.

The City will make available to the Union quarterly claims data. The City will seek input from the Union on determining medical, vision and dental insurance plan structures based on the areas of importance to its members.

Any employee contribution for medical, vision or dental insurance shall be paid by payroll deduction. Should the composite premium for medical, vision and dental care be less than the City paid cap specified in this section, the difference between the City paid cap and the composite premium shall be contributed semi-monthly to each employee's HRA VEBA account.

Employees will continue to be enrolled in medical, dental and vision insurance through an insurance company selected by the Union. The Union can change insurance carriers at any time during the contract.

Employees retiring will have the opportunity to switch from the available plans at the time of retirement or at open enrollment.

Opt out option effective January 1, 2023: If the Union desires to opt out of the medical, vision or dental insurance plans provided by the City, the Union must notify the City in writing by July 1, 2022, of its intent to select their own insurance carriers and identify the reasons for requesting to seek their own insurance plans.

If the Union selects another insurance carrier, the City will pay the premium for each eligible employee to the carrier, up to the same dollar amount monthly it is currently paying for the premium of the City's lowest cost insurance plan. This amount shall be no less than \$1800.

Insurance Premiums During Disability

The City shall pay the premiums for the medical, vision and dental portions of an employee's insurance coverages for up to nine (9) months subject to the following conditions:

- A. The employee has been off work for ninety (90) calendar days due to a bona fide work-related illness or injury,
- B. The employee is eligible for long-term disability benefits under the City's LTD insurance policy, and
- C. The employee is on leave without pay status.

11.9 Holidays

56-hour per week employees

There shall be 147.2 hours allowed for holidays that shall be scheduled under the same regulations as vacation days. Hours not used in the course of a fiscal year may be added to vacation hours for purposes of accrual. The maximum accrual allowed shall reflect a figure twice the yearly vacation and holiday allowance. The accumulation of holiday time shall be a monthly proportion of the total.

40-hour per week employees

There shall be 96 hours allowed for holidays which incorporate the list below plus floating holidays.

The following shall be paid holidays, eight (8) hours per day. Employees will earn and use the holidays when they occur for each of the holidays:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Friday following Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Employees shall be given 24 hours of floating holiday time as of July 1 each year. Floating holidays shall be scheduled under the same regulations as vacation days. Hours not used in the course of a fiscal year may be added to vacation hours for the purpose of accrual. The maximum accrual allowed shall reflect a figure twice the yearly vacation and holiday allowance.

Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. If a regular fulltime employee is on authorized leave when a holiday occurs, such holiday shall not be charged against such leave. Employees shall not be paid for any holiday time for which they also received workers' compensation time lost pay.

All Employees

An employee shall have the option of selling back at the straight time rate the accumulated amount of holiday hours on the books at the end of the fiscal year. This shall be paid on the first payday of the fiscal year. The employee shall notify their supervisor in writing by April 30 if this option is to be exercised the following July. Otherwise, the accumulated hours shall be transferred into the vacation hours. This is a voluntary option and shall not be required of the employee.

11.10 EMT Licensure

EMT, Advanced, Intermediate and Paramedic – The City shall provide all books, tuition, required insurance, and licensure fees to allow employees selected by the City to obtain and renew their licenses.

The City shall allow release time when training necessary for a license is scheduled during an employee's scheduled working hours. The method to acquire and maintain licensure is at the discretion of the City.

11.11 Education and Training (General)

Reimbursement for tuition, books, fees, and travel expenses may be provided by the City for job-related training and education. The specific level of aid, if any, shall be determined in advance.

11.12 PERS

The City shall continue to contribute the employer's share for Oregon PERS retirement, or its successor. The City shall also pay the 6% employee contribution to Oregon PERS retirement programs.

11.13 Social Security

The City shall continue to contribute the employer's share for Social Security, or its successor.

11.14 Deferred Compensation

Employees may continue to participate in any deferred compensation program offered by the City.

11.15 Section 125 Plan

Employees shall be permitted to participate in the Internal Revenue Code Section 125 program administered by a vendor chosen by the City. It is understood that the City shall conduct an open enrollment period for this program prior to December 15 each year for the following calendar year's deductions.

11.16 HRA VEBA

The City shall contribute 3.6% of each employee's base wages to each employee's HRA VEBA account. HRA VEBA funds, once deposited, are used at the employee's request for reimbursement of eligible medical expenses on behalf of the employee or eligible dependents in accordance with IRS regulations and the rules of the HRA VEBA trust.

ARTICLE XII - HOURS OF WORK

12.1 Current hours of work shall remain in effect during the term of this agreement unless changed by mutual agreement.

12.2 The Deputy Fire Marshals and 40-hour Battalion Chiefs shall have the option to either accept or request a flexible schedule within their 40-hour work week. All requests from management, or employees, shall be mutually approved by both parties. In no way shall the flexible schedule be considered mandatory or binding on either party. It is clearly understood that it is a voluntary option.

ARTICLE XIII - LEAVES OF ABSENCE

13.1 Leave of Absence Without Pay

Upon written approval by the City Manager, an employee may be granted a leave of absence.

13.2 Jury Duty

Employees shall be granted leave with pay to serve on a jury when such service is performed on a regularly scheduled work day, provided, however, that the employee is required to seek all fees due to them for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any work day, the employee shall immediately contact the department head or other supervisor for assignment for the remainder of his or her regular work day.

13.3 Court Appearance

Leave with pay shall be granted for any work related appearance before a court, judicial, or quasi-judicial body as a witness in response to a subpoena or other order by proper authority, compelling their

attendance under penalty described by law, provided, however, that any witness fees paid to such employee shall be turned over to the City. It shall be the duty of the employee to obtain such fees. This article shall not apply to disputes between the City and the employee or the Union.

13.4 Medical Leaves Without Pay

Work Related

When an employee is off work as a result of a compensable work-related injury or illness, the employee will be guaranteed the opportunity to return to their job upon medical release to do so within one (1) year from the occurrence of the injury or illness. Such guarantee is contingent upon notice to the City by a medical authority that the employee can reasonably be expected to return within the year. Upon return of the employee, seniority accrued at the time of the leave shall be restored. This section is not intended to preclude the application for an extension of such leave under Section 13.5 of this Agreement or to restrict or bar the employee from their right to re-employment under ORS 659A.043.

Non-Work Related

When an employee is off work as a result of an injury or illness which is not compensable as a City job-related injury or illness, the employee will be guaranteed the opportunity to return to their job upon medical release to do so within six (6) months from the day of absence. This benefit shall not be allowed for illnesses or injuries caused from secondary employment for personal remuneration. In order to qualify for this leave, the employee must be under the direct care of a licensed physician from whom the City shall have the right to obtain periodic medical reports. Further, the City must receive notice from medical authorities at the time of application for such leave that the employee can reasonably be expected to return within the six (6) months period. Upon return from such leave, seniority accrued at the time of the leave shall be restored. This section is not intended to preclude the application for an extension of such leave under Section 13.5 of this Agreement.

13.5 Return from Leave

Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City, and their position shall be declared vacant, unless the employee prior to expiration of their leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability, or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be made in writing, and will be considered pursuant to Section 13.1 of this Article.

13.6 Vacation Leave

A. Amount of Vacation Leave for full-time employees. Vacation leave shall be earned at the following annual rates:

Months of Service	Rate of Earning Leave per Year in Hours	
	40-Hour Employee	56-Hour Employee
1 up to 60 (to 5 years)	96	134.4
61 up to 120 (5-10 years)	120	168.0
121 up to 180 (10-15 yrs)	144	201.6
181 up to 240 (15-20 years)	176	246.4
241 up to 300 (20-25 years)	208	291.2
300+ months (25+ years)	246	344.9

Battalion Chiefs accrue vacation leave as specified below:

Months of Service	Rate of Earning Leave per Year in Hours	
	40-Hour Employee	56-Hour Employee
1 up to 60 (to 5 years)	120	168.0
61 up to 120 (5-10 years)	160	224.0
121 up to 180 (10-15 yrs)	200	280.0
181 up to 240 (15-20 years)	220	308.0
241 up to 300 (20-25 years)	240	336.0
300+ months (25+ years)	246	344.9

The changes proposed will not take effect until the 2021 vacation calendar selection period and full implementation will commence on January 1, 2021.

The City shall maintain a procedure to notify each employee, at the time of the first salary payment date each month, of the amount of vacation time accrued by said employee. The City may pay off excess vacation accrual if failure to take vacation is caused by the City's insistence that the employee be at work during a vacation period already scheduled.

Pay In Lieu of Vacation-Battalion Chiefs Only

Non-probationary employees subject to these rules are eligible if they so choose to sell back to the City earned vacation leave credits as follows:

Those employees who have fewer than 10 years (fewer than 120 months) of continuous service may sell back up to the lesser of 80 hours (112 hours for 56-hour work week employees) or the amount above one (1) year's accrual.

Those employees who have ten (10) or more years of continuous service may sell back up to the lesser of 100 hours (140 for 56-hour work week employees) or the amount above one (1) year's accrual.

Those employees who have 15 or more years of continuous service and those employees retiring in a given fiscal year may sell back up to the lesser of 120 hours (168 for 56-hour work week employees) or the amount above one (1) year's accrual.

Vacation leave sellback shall occur only three (3) times within any fiscal year for the cumulative limits noted above. The employee will receive dollar value straight-time pay based on the pay step level the employee then has, exclusive of any differential.

This is a voluntary option to the employee.

The employee will give at least three (3) weeks' notice to their supervisor in writing of the employee's wish to exercise this option.

B. **Computation of Service:** If an employee is absent without pay, and that absence does not exceed two (2) years, they may be given credit for the time worked prior to the absence for the purpose of computations in the above vacation schedule. A longer period may be authorized by the Human Resources Director or designee.

C. Accumulation of vacation leave is limited to twice the annual rate of accumulation.

- D. Recognizing that the greatest benefit to the employee and the City is derived from extended term leaves, employees are encouraged to schedule vacation leave in at least one (1) week periods. In no instance will vacation leave be approved in units of less than four (4) hours. (Vacation leave shall be allowed to begin at 0800, 1600 or later. Vacation leave beginning at 0800 hours must include all hours until at least 1600 hours.)
- E. For 56-hour employees, including Battalion Chiefs, four (4) employees shall be allowed to take vacation at the same time on any one (1) shift.
 - a. Leave may be granted under exigent circumstances by request of the Battalion Chief on the employee's behalf to the Deputy Fire Chief or Fire Chief.
 - b. For Battalion Chiefs, leave time may be granted in addition of the four (4) leave spots at the discretion of the Deputy Fire Chief or Fire Chief.

Initial selection period: Vacation and holiday leave time use will be selected for a calendar year. Order of selection is based on seniority. 56-hour Battalion Chiefs have first priority for initial vacation selection regardless of seniority list.

After the initial selection period: Employees shall be granted any accrued time off. For requests made after 1800 hours the night before the requested shift, the employee must enter request in CrewSense and notify the Battalion Chief.

- F. On Deck: On Deck will be used as a vacation/holiday placeholder, when the vacation slot becomes available the member in the On Deck Position will move into the cancelled time off position. On Deck picks will be made during vacation/holiday picks.

G. Cancellation of leave:

Cancellation of Future Leave: Any cancellation prior to 1800 hours one shift before the scheduled leave the employee shall notify the Battalion Chief, CrewSense and shift members via text/page of any cancellation of leave. An employee requesting to be considered for the cancelled time shall make their request in CrewSense prior to 1800 hours that shift; and at 1800 hours the time off will be designated for the most senior requesting employee. If no requests are received by 1800 hours the time becomes available on a first come, first served basis. Cancellations made after 1800 hours will be held open for seniority selection until 1800 hours on the next shift.

Cancellation of Immediate Leave: An employee can cancel time by 1800 hours the night before the scheduled shift. The employee shall notify the Battalion Chief, CrewSense and shift members via text/page of any cancellation of leave. At 1800 hours the time off will be designated for the most senior requesting employee until 1900 hours. Requests for leave during this period must be completed through CrewSense and the Battalion Chief will select the most senior employee by 1900 hours. If no requests are received by 1900 hours the time becomes available on a first come, first served basis.

- H. Seniority List: On or before October 1 of each year, the City shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall contain the names of each employee, the employee's date of hire in accordance with Article 10 of this Agreement, and their current vacation accrual. A copy will be made available to the Union.

- I. Newly hired probationary employees shall not be eligible to take vacation leave before having served six (6) months of the probationary period at a satisfactory performance level. At the City's discretion, a probationary employee may be permitted to use accrued leave for an unforeseen emergency. An

employee leaving City service during their probationary period shall be entitled to receive compensation for any accrued vacation leave or compensatory time earned but not taken.

13.7 Sick Leave

A. Accrued Sick Leave

Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) hours for each full pay-period of service commencing with the date of employment for each 40-hour employee and seven (7) hours per each full pay-period for each 56-hour employee. Sick leave shall be accumulated at this rate until the unused balance equals 1,172 hours for 40-hour employees and 1,776 hours for 56-hour employees. Sick leave in excess of 1,172 hours for 40-hour work week employees (1,776 hours for 56-hour employees) may be accrued and used, but any such excess remaining on June 30 of each year shall be paid off at fifty percent (50%) of each respective employee's base wage rate, exclusive of any pay differential, shall be placed in the employee's HRA VEBA account. Sick leave for the pay-period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours for 40-hour employees (24 hours for 56-hour employees), except if the absence without pay qualifies for FMLA/OFLA purposes.

FOR BATTALION CHIEFS

Sick leave in excess of 960 hours for 40-hour work week employees (1,440 hours for 56-hour work week employees) may be accrued and used, but any such excess remaining on June 30 of each year shall be paid off at fifty percent (50%) of each respective employee's base wage rate, exclusive of any pay differential. Payment pursuant to this subsection shall be made to the employee's account in the HRA VEBA trust.

As a voluntary *option* at the end of each fiscal year, a 40-hour work week employee with a minimum 520-hour balance (728 hours for 56-hour work week employees) may sell back any unused sick leave time which they earned during the concluding fiscal year at 50% of their base wage rate, exclusive of any pay differential. However, to exercise this option the employee must give three (3) weeks written notice to their supervisor, with payment to be allowed only on the second pay day in August. Payment of these hours shall not be made to the employee's account with the HRA VEBA trust.

As an additional voluntary option at the end of each fiscal year, 40-hour employees with a minimum 520-hour balance (728 hours for 56-hour work week employees) may also sell back unused sick leave earned *prior to* the concluding fiscal year at 20% of the employee's base wage rate, exclusive of any pay differential. This option may not result in a remaining balance of less than 520 hours (728 hours for 56-hour work week employees). To exercise this option, the employee must give three (3) weeks written notice to their supervisor, with payment to be allowed only on the second pay day in August. Payment of these hours shall not be made to the employee's account with the HRA VEBA trust.

During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in paid status using other available accrued leave for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

Definitions

For all sections of 13.7 Sick Leave, the following definitions shall apply:

"Spouse" means a husband or wife as defined or recognized under Oregon law or a same-sex domestic partner who has completed an Affidavit of Marriage or Domestic Partnership.

“Child” means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex domestic partner’s child. Child may be an adult or a minor.

“Parent” means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law, and parent of the same-sex domestic partner.

“Grandparent” means the biological, adoptive or foster grandparent.

“Grandchild” means the biological, adopted, foster, or stepchild of the child of an employee or the employee’s spouse.

“Parent-in-Law” means the “parent” of the employee’s spouse

“Sibling” means biological, adopted, or foster brother or sister of the employee.

Statutory Leave – Unpaid

Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes. If the leave is for FMLA/OFLA, the employee shall be required to use sick leave for the absence. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

B. Utilization for Illness or Injury

Employees may use sick leave for an illness or injury of the employee, spouse or child. In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the employee must complete the leave request form on the day they return to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor’s order.

Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department supervisors may authorize the use of sick leave with less than 24 hours’ notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements

In the event of illness or injury, the employee shall notify their immediate supervisor, on-duty supervisor, or other department supervisor as designated in writing of absence due to illness or injury as soon as possible prior to beginning of their regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees

are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to illness or injury shall, prior to leaving work, notify their immediate supervisor, on-duty supervisor, or other departmental supervisor.

Physician's Certification

The City may, at its option, require a physician's statement of the need for the employee's absence and an estimated duration of the absence for any illness or injury if the employee is absence of three (3) or more consecutive workdays, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to their normal duties without risk of aggravating the illness or injury. The City may request a physician's verification of an injury or illness of a family member that does not qualify for FMLA/OFLA if the employee has used more than three (3) days of family sick leave during a calendar year. If the City asks for the certification, the City will pay for each certification, if the employee/family member has not been seen by a doctor related to the illness/injury.

Certification for sick child

Under OFLA, if an employee takes more than three (3) days of leave in a 12-month period for a child's illness requiring home care, the City may require medical certification for each additional time the child is ill during the remaining 12 months. If the City asks for certification, the City will pay for each certification if the child has not been seen by a doctor related to the illness/injury.

Certification for Serious Health Condition FMLA/OFLA

For leaves taken because of the employee's or covered family member's serious health condition, the employee may be required to submit a certification from a physician or health care provider to their supervisor who shall forward it to the Human Resources Department. Where the leave is anticipated with at least 30 days' notice, the City may make a written request to the employee for medical certification prior to the start of the leave. If the leave is not anticipated, and the employee cannot provide 30 days' notice, the employee must provide medical certification within 15 days of the City's request.

Uses for non-FMLA/OFLA Caregiving

For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for, a parent or grandparent with an illness or injury, the employee may use up to eight (8) hours of sick leave per occurrence for 40-hour employees (24 hours for 56-hour employees). Accrued vacation or compensatory time may be used in such cases, at the discretion of the City. The City may not unreasonably withhold approval of the use for said purpose.

Sick Leave without Pay

Upon application by the employee, or in the event the City determines that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

Bereavement Leave

An employee shall be granted up to three (3) shifts of bereavement leave with regular salary in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step

grandchild. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

Limits to Sick leave Usage and Accruals

Sick leave shall not be used or accrued during layoff periods. Sick leave shall not be used during a scheduled leave (i.e. vacation or holiday) if the employee and/or family member has an injury or becomes ill.

C. Integration with Worker's Compensation

When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Worker's Compensation laws, and the employee's regular pay. In such instances, the employee will retain the Worker's Compensation payment and be paid by the City the difference between it and their regular pay. The employee will be charged one (1) hour of sick leave for every hour absent, except that the employee shall be reimbursed with the number of hours equivalent to the Worker's Compensation payment based on that employee's hourly wage. The deduction of sick leave shall not apply to the 31st through the 90th calendar day of such work-related disability.

An exception to this procedure shall be allowed, upon request, for employees who (1) are eligible for retirement based on the PERS age and years of employment formula and (2) have provided the City with one (1) year advance written notice of intent to retire. In such cases, employees shall continue to receive their regular monthly salaries during the period(s) of disability and shall turn the worker's compensation payments over to the City. This benefit shall be available only during an employee's final year of employment and only if the employee's final year's salary is to be used by PERS in the calculation of the employee's retirement benefit.

Battalion Chief - When injury occurs in the course of employment, the City will cover the difference between any disability payment or time loss payment received under Worker's Compensation laws and the employee's regular pay. In such instances, prorated charges will be made against accrued sick leave.

D. Disability Leave

Each new employee will be loaned ten (10) shifts of disability leave to be used for a job incurred injury, subject to acceptance of Worker's Compensation. Normal sick leave, from which the employee may draw for any illness or injury, will accrue at the rate indicated above except that: for each one-half shift accrued will result in the reduction of one-half shift in the original ten (10) shifts of disability leave until the ten (10) shifts are amortized. Upon termination, the employee shall reimburse the City for any sick leave paid for not accrued.

E. Sick Leave Fold-In

On retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided by ORS 238.350 and regulations established by the Oregon Public Employees Retirement system (PERS) in the form of increase retirement benefits.

An employee who terminates employment with the City for reasons other than retirement shall be entitled to no cash compensation or any other type of compensation payment for unused sick leave

except that all remaining hours shall be reported to PERS as unused accumulated sick leave for purposes of calculating service credit for future retirement benefit purposes.

ARTICLE XIV - REDUCTIONS IN PERSONNEL

14.1 Reduction in Class

Reduction in class not resulting in a layoff situation will be made on the basis of the last employee promoted to that class. The subject in question will be reduced in rank to that rank last held permanently. Additional reduction resulting will be treated similarly.

14.2 Reductions in Force

Reductions in force resulting in a layoff situation will be made in the inverse order of department seniority, including probationary employees. When the necessary numbers are removed from the force, Section 14.1 above will be followed for the redistribution of personnel.

14.3 Return from Layoff

The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter, return receipt requested, to the last known address of the subject. Recall will be made on the basis of seniority. Individuals demoted due to reductions in personnel will be allowed the first available opening in their previously held rank.

The City may require the successful completion of a physical examination by a City doctor prior to reinstatement following a layoff in excess of twelve (12) months. The "12 months" standard for physical fitness will be the same as would have been applied in making a termination/retention determination had the layoff not occurred. If the City refuses such reinstatement, the employee may at their own expense have a physical examination by a doctor of their own choice. The City will consider the report of such examination. If the City still declines to reinstate the employee, the City's doctor and the doctor selected by the employee shall select a third doctor to examine the employee. The decision of a majority of the three doctors shall be final and binding on the question of whether the employee is capable of performing the duties of their classification. The City and the employee shall share the cost of such arbitration equally. Recall rights shall expire three (3) years after the date of layoff. An employee who fails to respond to a recall, given at least thirty (30) days' notice by the City, shall forfeit any recall rights.

14.4 Right of Return to Bargaining Unit

A. In the event of a layoff, the Union agrees to allow an unrepresented Chief Officer employee who previously held a bargaining unit classification in the Medford Fire Department, to return back into the bargaining unit and displace a more junior member of the bargaining unit based upon the employee's length of continuous service with the Medford Fire Department.

B. For reasons other than layoff, if an unrepresented Chief Officer who previously held a bargaining unit classification, either voluntarily or involuntarily demotes within eighteen (18) months from promotion, the employee shall return to their previously held bargaining unit classification. If there is not a vacancy within the previously held classification, the City agrees to carry the additional classification member until a vacancy opens within the classification.

If the unrepresented Chief Officer either voluntarily or involuntarily demotes after eighteen (18) months, the demoted employee shall return to a previously held bargaining unit classification as determined by the highest ranking with a vacancy.

C. Once the Chief Officer has been unrepresented for three (3) years, he/she loses all rights to return to the bargaining unit.

ARTICLE XV - GENERAL PROVISIONS

15.1 Physicals

The City shall provide a mandatory physical examination program for all employees in the bargaining unit. The current program is attached as Exhibit C. No modifications to this program that would constitute changes in "Employment Relations" shall be made without the Union's consent.

The examining physician may determine that the employee is fit for duty or unfit for duty or may recommend that the employee be placed on accrued sick leave (if available) or other leave status pending further tests or examinations.

If the physician determines that the employee is not fit for duty, the employee shall immediately apply for PERS disability. Accrued sick leave, vacation and holiday time may be used pending acceptance by PERS or eligibility for long-term disability benefits.

If an employee initially determined to be not fit for duty is ultimately returned to duty pursuant to Section 15.2, the panel of physicians shall also order the degree (if any) that the employee is to be made whole for the loss of any accrued benefits as a result of the initial determination.

15.2 Reinstatement

In the event the employee is found to be ineligible for PERS disability and desires to retain their old position, they may request reinstatement to that position. If the City refuses such reinstatement, the employee may at their own expense have a physical examination by a doctor of their own choice. The City will consider the report of such examination. If the City still declines to reinstate the employee, the City's doctor and the doctor selected by the employee shall select a third doctor to examine the employee. The decision of a majority of the three doctors shall be final and binding on the question of whether the employee is capable of performing the duties of their position. The City and the employee shall share the cost of such arbitration equally.

15.3 Personnel Records

Employees shall have the right, upon request during City Hall business hours, to review their personnel files and to obtain, at cost, copies of any documents in such file.

Employees shall be provided copies of any evaluations placed in their personnel file.

Employees may respond, in writing, to any item of derogatory nature placed in their personnel file. Such response shall become a part of the file and be attached to the item in question.

15.4 Trading Procedures

Shift trading will be allowed under the following guidelines:

- A. Trades will occur on a volunteer basis.
- B. Working a fire suppression company person for more than forty-eight (48) consecutive hours or more will be avoided.
- C. Trades will not be arbitrarily denied.
- D. Trades in the Fire Department will be at equal position classification only, except at the Fire Chief's discretion, fully qualified employees from a move-up list may be utilized.

E. No trade may result in overtime expense.

FOR BATTALION CHIEFS

Shift trading will be allowed under the following guidelines:

- A. Trades will only occur on a volunteer basis and logged in the daily staffing report.
- B. Trades will only be allowed within the same classification.
- C. If an employee who is scheduled to work as a trade day cannot fulfill that assignment due to illness or injury the employee shall submit a leave slip for the missed trade.
- D. Working more than forty-eight (48) consecutive hours will be avoided.
- E. No trade may result in overtime expense.

15.5 Vacation, Holiday, and Compensatory Credits

In the event of termination, payment in lieu of vacation, holiday, and compensatory time shall be made to the employee. In the event of death of an employee, payment for earned vacation, holiday, and compensatory time shall be made to their beneficiary.

15.6 Safety

Alleged violations of state or federal safety laws may be processed through the grievance procedure up to but excluding arbitration; it being the intent of the parties that the final resolution of any safety claim shall be in accordance with the procedures of the appropriate federal and/or state administrative agencies.

15.7 Outside Employment

Permission to work at outside employment while a full-time employee of the City may be granted with approval from both the Fire Chief and the City Manager or their designee. No employee may work at outside employment without approval. Outside employment will be approved unless the Fire Chief or the City Manager determines:

- A. that such employment is in conflict with the interest of City employment;
- B. that such employment detracts from the efficiency of the employee in his/her City work;
- C. that such employment is a discredit to City employment.
- D. that such employment takes preference over the requirements of the City.

No outside employment activities shall occur during regular City hours of operation, applicable to the affected employee, unless employee is on authorized leave.

15.8 Uniform Allowance

The City will provide uniforms and footwear as required by the City for all members of the unit. No member will wear uniforms or footwear for off-duty activity without permission of the Fire Chief.

15.9 Promotions

- A. The City will provide employees with at least 60 days advance notice of promotional exams.
- B. For promotional purposes, lists shall be current for two (2) years or whenever replaced with a new list, whichever occurs first.

- C. The City shall continue the practice of using promotional lists for move-up opportunities.
- D. The City may, at its discretion, recruit applicants for available Deputy Fire Marshal or Battalion Chief positions from outside the department. Qualified department employees may apply for any available position and shall be considered for appointment on an equal basis with outside applicants.

15.10 Temporary Assignments

The use of temporary assignments shall be governed by the following items:

- A. Individual bargaining members will be limited to a maximum of six (6) months of total length in a twelve (12) consecutive month period, that period starting from the last day of the six-month period. No more than two (2) employees at a time will be on a temporary assignment without mutual agreement between the Union and the City.
- B. Temporary assignments involving classifications described in the Preamble shall be compensated at the Step 4 rate for that classification or at the employee's present rate, whichever is higher.
- C. Temporary assignments will not be used to avoid the filling of permanent positions.
- D. If an employee in a temporary position is permanently appointed to that position without a break in service, the employee's seniority date shall be the date of appointment to the temporary position.
- E. Temporary assignments within an established classification will be offered first to those employees on a promotional list if a current list is available for that classification.

15.11 Restricted Use of Tobacco Products

No employee (except those who currently use as of June 30, 1993) shall use any tobacco product, on or off the job. Use of tobacco at any time, on or off the job, shall be considered just cause for progressive discipline.

ARTICLE XVI - STRIKES AND LOCKOUTS

16.1 Strike

No employee in the bargaining unit shall engage in a strike or recognize a picket line while in the performance of their duties with the City.

16.2 Lockout

There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of this agreement.

ARTICLE XVII - SAVINGS CLAUSE

17.1 Should any article, section or portion thereof of this agreement be held unlawful and/or unenforceable by any proper state or federal legislative body or court of competent jurisdiction, such a decision shall apply only to the specific article, section, or portion thereof, directly specified in said decision. Upon issuance of said decision the employer and the Union agree to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XVIII - TERMINATION AND REOPENING

18.1 Provisions of this agreement shall be effective on the date of execution or July 1, 2020, whichever is later, except as otherwise specifically provided and shall remain in effect through June 30, 2023 or until such time as the parties reach an agreement for a new contract or complete the dispute resolution process under the Public Employees Collective Bargaining Act. Either party may request negotiations toward a successor agreement by giving written notice to the other party of such intent not later than January 1 of the year in which the contract expires. Negotiations shall begin no later than February 1 of said year. All initial proposals, including the language necessary for the implementation of such proposals, shall be submitted not later than the third negotiating session.

During such negotiations and during the pendency of all procedures being used for settlement of the dispute under applicable law, the terms and conditions of the contract shall remain in full force and effect until such time as the parties reach an agreement for a new contract or complete the dispute resolution process under the Public Employees Collective Bargaining Act.

CITY OF MEDFORD

IAFF - LOCAL 824

/Gary H. Wheeler/
Gary H. Wheeler, Mayor

/Graham Payer/
Graham Payer, President

05/26/2020
Date

06/02/2020
Date

/Brian Sjothun/
Brian Sjothun, City Manager

/Derrek Butterfield/
Derrek Butterfield, Vice President

05/26/2020
Date

06/02/2020
Date

EXHIBIT A

SALARY SCHEDULE

The monthly amounts listed below are to be paid with the understanding that they include 12 hours of FLSA overtime pay for every 27-day work period. The hourly rates listed as the base rates on which FLSA overtime included in the monthly amount is computed and from which the monthly amounts are derived. Employees shall be paid on a semi-monthly basis. All accrued leaves are considered time worked and will be subject to the provisions of the contract for the specific leave type.

7/1/20 – 2.5% COLA and 2% Salary Adjustment
 7/1/21 – 2.5% COLA and 1.5% Salary Adjustment
 7/1/22 – 2.5% COLA and 1.5% Salary Adjustment

Grade	Classification	Annual Hours	Step	7/1/2020-6/30/2021 4.50%			7/1/2021-6/30/2022 4.00%			7/1/2022-6/30/2023 4.00%		
				Annual	Monthly*	Hourly**	Annual	Monthly*	Hourly**	Annual	Monthly*	Hourly**
F10	Firefighter	2912	1	\$ 69,199.54	\$ 5,766.63	\$ 23.76358	\$ 71,967.52	\$ 5,997.29	\$ 24.71412	\$ 74,846.22	\$ 6,237.19	\$ 25.70269
			2	\$ 73,566.51	\$ 6,130.54	\$ 25.26322	\$ 76,509.17	\$ 6,375.76	\$ 26.27375	\$ 79,569.54	\$ 6,630.80	\$ 27.32470
			3	\$ 77,834.49	\$ 6,486.21	\$ 26.72888	\$ 80,947.87	\$ 6,745.66	\$ 27.79803	\$ 84,185.78	\$ 7,015.48	\$ 28.90995
			4	\$ 82,103.14	\$ 6,841.93	\$ 28.19476	\$ 85,387.27	\$ 7,115.61	\$ 29.32255	\$ 88,802.76	\$ 7,400.23	\$ 30.49545
			5	\$ 86,420.29	\$ 7,201.69	\$ 29.67730	\$ 89,877.10	\$ 7,489.76	\$ 30.86439	\$ 93,472.18	\$ 7,789.35	\$ 32.09896
F20	Fire Engineer	2912	4	\$ 90,663.06	\$ 7,555.26	\$ 31.13429	\$ 94,289.58	\$ 7,857.47	\$ 32.37966	\$ 98,061.16	\$ 8,171.76	\$ 33.67485
			5	\$ 95,031.33	\$ 7,919.28	\$ 32.63439	\$ 98,832.58	\$ 8,236.05	\$ 33.93976	\$ 102,785.88	\$ 8,565.49	\$ 35.29735
F40	Fire Captain	2912	4	\$ 99,299.98	\$ 8,275.00	\$ 34.10027	\$ 103,271.98	\$ 8,606.00	\$ 35.46428	\$ 107,402.86	\$ 8,950.24	\$ 36.88285
			5	\$ 103,617.77	\$ 8,634.81	\$ 35.58303	\$ 107,762.48	\$ 8,980.21	\$ 37.00635	\$ 112,072.98	\$ 9,339.42	\$ 38.48660
FB4	Battalion Chief 40HR	2080	3	\$ 110,195.46	\$ 9,182.96	\$ 52.97859	\$ 114,603.28	\$ 9,550.27	\$ 55.09773	\$ 119,187.41	\$ 9,932.28	\$ 57.30164
			4	\$ 115,711.86	\$ 9,642.66	\$ 55.63070	\$ 120,340.33	\$ 10,028.36	\$ 57.85593	\$ 125,153.94	\$ 10,429.50	\$ 60.17016
			5	\$ 121,441.03	\$ 10,120.09	\$ 58.38511	\$ 126,298.67	\$ 10,524.89	\$ 60.72051	\$ 131,350.62	\$ 10,945.89	\$ 63.14934
FB5	Battalion Chief 56HR	2912	3	\$ 110,195.40	\$ 9,182.95	\$ 37.84183	\$ 114,603.22	\$ 9,550.27	\$ 39.35550	\$ 119,187.35	\$ 9,932.28	\$ 40.92972
			4	\$ 115,712.28	\$ 9,642.69	\$ 39.73636	\$ 120,340.77	\$ 10,028.40	\$ 41.32581	\$ 125,154.40	\$ 10,429.53	\$ 42.97885
			5	\$ 121,440.83	\$ 10,120.07	\$ 41.70358	\$ 126,298.46	\$ 10,524.87	\$ 43.37172	\$ 131,350.40	\$ 10,945.87	\$ 45.10659
F48	Deputy Fire Marshall I	2080	1	\$ 69,198.99	\$ 5,766.58	\$ 33.26875	\$ 71,966.95	\$ 5,997.25	\$ 34.59950	\$ 74,845.63	\$ 6,237.14	\$ 35.98348
			2	\$ 73,566.32	\$ 6,130.53	\$ 35.36842	\$ 76,508.97	\$ 6,375.75	\$ 36.78316	\$ 79,569.33	\$ 6,630.78	\$ 38.25449
			3	\$ 77,834.86	\$ 6,486.24	\$ 37.42061	\$ 80,948.25	\$ 6,745.69	\$ 38.91743	\$ 84,186.18	\$ 7,015.52	\$ 40.47413
			4	\$ 82,103.42	\$ 6,841.95	\$ 39.47280	\$ 85,387.56	\$ 7,115.63	\$ 41.05171	\$ 88,803.06	\$ 7,400.26	\$ 42.69378
			5	\$ 86,420.20	\$ 7,201.68	\$ 41.54817	\$ 89,877.01	\$ 7,489.75	\$ 43.21010	\$ 93,472.09	\$ 7,789.34	\$ 44.93850
F49	Deputy Fire Marshall II	2080	4	\$ 90,662.77	\$ 7,555.23	\$ 43.58787	\$ 94,289.28	\$ 7,857.44	\$ 45.33138	\$ 98,060.85	\$ 8,171.74	\$ 47.14464
			5	\$ 95,031.28	\$ 7,919.27	\$ 45.68812	\$ 98,832.53	\$ 8,236.04	\$ 47.51564	\$ 102,785.83	\$ 8,565.49	\$ 49.41626
F50	Deputy Fire Marshall III	2080	4	\$ 99,299.83	\$ 8,274.99	\$ 47.74030	\$ 103,271.82	\$ 8,605.99	\$ 49.64991	\$ 107,402.69	\$ 8,950.22	\$ 51.63591
			5	\$ 103,617.77	\$ 8,634.81	\$ 49.81624	\$ 107,762.48	\$ 8,980.21	\$ 51.80888	\$ 112,072.98	\$ 9,339.42	\$ 53.88124
				*Monthly amounts are calculated by dividing the annual amount by 12.								
				**Hourly rates are calculated by dividing the annual amount by annual hours.								

Minimum time in for movement in range with satisfactory performance:

- 1 to 2 - 12 months
- 2 to 3 - 12 months
- 3 to 4 - 12 months
- 4 to 5 - 12 months

Advancement from Step 5 Deputy Fire Marshal I to Step 4 Deputy Fire Marshal II requires a satisfactory employee performance evaluation and certification as a NFPA Fire Inspector II through the Oregon Department of Public Safety Standards and Training.

Advancement from Step 5 Deputy Fire Marshal II to Step 4 Deputy Fire Marshal III requires a satisfactory employee performance evaluation and certification as a NFPA Fire Inspector III through the Oregon Department of Public Safety Standards and Training.

A Deputy Fire Marshal who is advanced from Deputy Fire Marshal I to Deputy Fire Marshal II or from Deputy Fire Marshal II to Deputy Fire Marshal III based on attainment of a higher level of certification shall serve at Step 4 of the respective range for a period of 12 months before moving to Step 5 of the respective range. Advancement will occur on the first day of the pay period following notification by the employee of the higher level certification. The employee shall provide a copy of the DPSST certification action.

At the discretion of the city, hiring or transfers into Fire and Life Safety Division may be initially placed anywhere in the Deputy Fire Marshal I - III salary schedule based on their years of experience and fire prevention certifications / accreditations. Personnel transferring from Operations into Fire and Life Safety Division shall be placed on the salary scale so they are at least equal to their current base pay with differentials up to Step 5 of Deputy Fire Marshal III.

Fire and Life Safety Division personnel are eligible for the following differentials:

- 3% while certified as an ICC Fire Plans Examiner (requires maintenance of certification)
- 3% while certified as an IAAI Fire Investigator (requires maintenance of certification)
- 3% while certified as an NFPA Fire and Life Safety Educator II

If there are changes in the Fair Labor Standards Act or its application which affect the intent of the parties in regard to wages or overtime, the parties agree to make adjustments to rates and/or amounts paid to reflect the intent of the parties.

Employees shall be compensated in accordance with the salary schedule attached to this agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the City, the City shall designate a job classification and pay rate established by the City. In the event the City establishes a classification and pay rate under the Firefighter Agreement, Appendix A, such pay rate shall then be subject to negotiations between the City and the IAFF.

Emergency Medical Technician Licensure

Employees holding Oregon EMT licensure shall receive a salary differential as follows:

EMT	1%
Advanced	2%
Intermediate	5%
Paramedic	9.5%

The EMT differential of 1% under the predecessor of this agreement shall continue to be paid. Employees hired after July 1, 2005 with an EMT licensure shall not be entitled to any differential.

Any new licensures or certifications shall be effective on the first pay period following receipt by the City of notification from the issuing authority.

Hazardous Materials Assignment

A bargaining unit member who is assigned by the City to the Southern Oregon Hazardous Materials Response Team shall receive a 3.285% differential while working in such an assignment.

EXHIBIT B

SWAT MEDIC MEMORANDUM OF AGREEMENT

SWAT Medic Assignment

This article establishes the specific terms and conditions of employment for employees who serve in this capacity.

Participation Voluntary

Serving as a SWAT Medic is entirely voluntary, and no employee will be required to perform these duties. Employees may resign their SWAT Medic assignment at any time.

Union Representation

At all times when performing SWAT Medic duties, SWAT Medics will continue to be represented by the Union, and will retain all rights provided for under the collective bargaining agreement between the City and the Union (the "CBA"). To the extent that there is a conflict between this MOA and the CBA, and any City policy, procedure, or rules pertaining to the SWAT Medic program, the terms of this MOA and the CBA will control.

Should any potential disciplinary actions arise during the course of an employee's SWAT Medic duties, the decision on whether to discipline an employee shall remain with the Fire Chief or their designee, and any disciplinary actions are subject to the provisions of the CBA.

Violations of this MOA are subject to the parties' grievance procedure.

Process for Selecting and Removing SWAT Medics

To fill the initial positions and any subsequent vacancies, the City will utilize an open and competitive process consistent with the provisions of this MOA and, where no conflict exists, Medford Fire-Rescue Operations Policy 3.711 and Medford Police Department Policy 408. The City and the Union agree that the following process will apply to selecting SWAT Medics:

- When filling a SWAT Medic position, the City will announce the vacancy to all bargaining unit members.
- All bargaining unit members who have at least two (2) years of service with the City and who meet the minimum requirements established by the City are eligible to apply and will be provided with a reasonable opportunity to do so.
- The City will provide the details of the testing process and any relevant dates to all employees when the vacancy is announced.
- The Fire Chief will then determine which applicants should be considered and tested by MPD. The final decision on selection of SWAT Medics will be consistent with the applicable City policies.

If there are any concerns about the performance of a SWAT Medic, the appropriate MPD representative will notify the Fire Chief or their designee of those concerns in writing. The Fire Chief will then meet with the MPD representative and the SWAT Medic to discuss the concerns, and any steps that can be taken in response to the stated concerns. SWAT Medics will not be removed from this assignment without a reasonable opportunity to address any performance concerns.

Safety

The parties agree that SWAT Medics' primary purpose is to provide necessary emergent medical care for SWAT Team personnel and other public safety employees, as well as other members of the public that might be involved in SWAT Team callouts. Accordingly, SWAT Medics will not be part of any SWAT entry teams, and will not be part of any "entry stack." Rather, SWAT Medics will be staged nearby where

appropriate cover is available. SWAT Medics will not be required to enter a building or hot zone until it is reasonably safe to do so.

If SWAT Medics are required to carry firearms, those firearms and sufficient ammunition for training will be provided by the City at no cost to the employees. The firearms are intended solely for the SWAT Medics to use in defense of themselves or others. SWAT Medics are generally not expected to affect the arrest of suspects, but may on rare occasions be required to provide some assistance to MPD employees that are affecting the arrest of suspects.

The City will provide SWAT Medics with all personal protective equipment (“PPE”) that are provided to other members of the SWAT Team, as well as any special PPE that are reasonably necessary for the specific SWAT Medic duties. This equipment will be provided at no cost to the employees, and the SWAT Medics will receive appropriate training on the use and care of such PPE.

Use of Force by SWAT Medics

SWAT Medics may use physical force as is reasonably necessary to accomplish their job duties and protect themselves or others. Any such use of force will comply with the applicable City policy on use of force for the Medford Police Department. SWAT Medics will be trained extensively on the appropriate use of force under City policies and applicable legal precedents.

In cases where serious force is used, the City agrees to apply the provisions of the current MPD Policy 310 and any other applicable City policies to SWAT Medics. The City will not make any changes in this policy without first engaging in any required bargaining with the Union should those changes impact or involve mandatory subjects of bargaining.

Any SWAT Medics involved in a use-of-force situation will have the right to Union representation as well as representation by a lawyer. The Union and the lawyer may coordinate with the MPOA in assisting the SWAT Medic through the use-of-force situation and investigation, but the employee will at all times be represented solely by the Union and/or their lawyer.

Training

The parties agree that comprehensive training is key to a safe and successful SWAT Medic program. As a result, newly assigned SWAT Medics will be provided with the following training:

Initial Training

The City will provide all newly assigned SWAT Medics training on the details of the SWAT Medic assignment, including a detailed review of the duties of the position, the City’s expectations for employees, the acceptable use of force during SWAT Medic callouts, a review of the City’s policies and investigation procedures should force be used, and a review of any other applicable policies and procedures SWAT Medics are expected to follow.

Firearms Training

The City will provide SWAT Medics with the same level of firearms training as MPD employees receive.

Monthly SWAT Trainings

In addition to the initial training described above, all SWAT Medics will participate in the monthly training sessions offered to SWAT Team members. Each year, employees will receive training on the following subjects:

- Legal Justification
- Use of Force
- Emergency Vehicle Operation
- Traumatic Incidents
- Police Incidents Involving Death or Life Threatening Injuries

Other Training as Needed

The City agrees to provide SWAT Medics other training as may be required to ensure a safe work environment, including training on the use of any PPE or other equipment SWAT Medics are required to use.

If an employee attends any of the trainings listed above outside of their normal shift hours, they will receive overtime pay for all hours spent in training or traveling to and from the training events, starting from MPD headquarters or assigned fire station. The City will continue to provide the SWAT Medics with the opportunity to attend and receive trainings related to their primary duties, despite the need for the additional SWAT Medic training.

Compensation and Additional Benefits

Employees who are selected for SWAT Medic duty will receive an increase in compensation of three percent (3%) for the duration of their service as a SWAT Medic.

SWAT Medics will receive overtime pay for all hours worked outside of their regular schedule shifts when performing SWAT Medic duties. This includes training, SWAT events, callouts, and testimony at any legal proceedings related to the SWAT Medic duties. Further, SWAT Medics will receive callback pay under Article 11.4 for any SWAT Team callout activities that occur outside of their regular work schedules.

If a SWAT Medic is placed on administrative leave during an investigation related to their SWAT duties, the employee will receive their full pay and benefits during the leave. The City will defend and indemnify the SWAT Medics as described in ORS 30.285.

Joint Discussions

The City and the Union agree to enter into discussions with the Medford Police Officers Association (“MPOA”) to ensure that the City, the Union and the MPOA agree on and understand the parameters of the SWAT Medic program and rights and responsibilities of all parties involved in this program.

Miscellaneous Provisions

When SWAT Medics are called out for SWAT events, any available SWAT Medics may respond. SWAT Medics are not “on call,” and they are not required to respond to callouts and their off-duty conduct is not limited solely because they are serving as a SWAT Medic.

When SWAT Medics are called out for SWAT events, the MPD SWAT Commander or appropriate MPD representative will coordinate with the appropriate shift’s Battalion Chiefs to ensure that necessary staffing changes are made in response to the callout.

When called out to SWAT Team events, employees will be allowed to drive or ride in City vehicles, and will not be required to utilize personal vehicles. If, because of emergency, the employee is unable to use a City vehicle, the employees will receive mileage and per diem under the terms of Article 11.7.

For all SWAT Team callouts, regardless of whether the callout is inside the City limits, an ambulance will be on standby and staged nearby.

EXHIBIT C

**CITY OF MEDFORD FIRE DEPARTMENT PHYSICALS PROGRAM
FOR INFORMATIONAL PURPOSES ONLY**

	<u>Under 30</u>	<u>30-40 years</u>	<u>40 years and over</u>
Standard physical	Every 3 years	Every 2 years	Every year
EKG with interpretation	Physician discretion	Every 2 years after age 35	Every year unless scheduled for stress test
Chest X-ray	At hire	Every 2 years	Annual
Stress Test	Physician discretion	Physician discretion	*Every year or at physician's discretion

Standard Firefighter physicals include the following.

- Audiogram
- Spirometry (pulmonary function test)
- Urinalysis
- Visual acuity
- Stool for occult blood

Lab

- CBC
- CMP-13
- Uric acid
- Coronary risk panel
- PCB
- Cyanide
- Blood lead
- PSA

PPD: A 2-step test will be administered at baseline after which members will be tested every 3 years.

*Stress tests will be recommended by the provider based on presence of multiple risk factors for heart disease.

EXHIBIT D

CITY OF MEDFORD/IAFF DRUG AND ALCOHOL POLICY

The City believes we all have a responsibility to our employees, to those who use our services, and to the general public to ensure safe operating and working conditions and a productive workplace. To satisfy these responsibilities, we must establish a work environment in which employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, the City has adopted this drug and alcohol policy which becomes effective upon signing.

The following conditions and activities are expressly prohibited:

The manufacture, sale, use, possession, or distribution of any controlled or illegal substance (except strictly in accordance with medical authorization or authorized by the City for job related activities) or any other substances which impair job performance or pose a hazard, when use or possession occurs on City premises or property, or during work time, or while representing the City in any work-related fashion. City premises include any and all property rented, leased, owned or controlled by the City including parking lots.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug in one's system while covered by this policy will be considered to be a violation.

Failing to fully cooperate with any aspect of our enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered urine samples; refusal to submit to searches of personal possessions required by this policy, failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.

Failing to promptly report conviction, arrest or plea bargaining for an alcohol or drug-related criminal offense. All drug and alcohol related convictions, plea bargains and arrests must be promptly reported to the City. This obligation to disclose applies to all convictions, arrests or plea bargaining which occur after the effective date of this policy.

Employees who are medically authorized to use drugs or other substances which can impair job performance are responsible to determine from the physician whether or not the substance can impair job performance. If it can, the employee must report the use of the substance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using such authorized drugs.

Reasonable Suspicion Testing

Where we have a reasonable suspicion that an employee is in violation of this policy, the employee will be required to submit to testing to determine the presence or use or any involvement with alcohol or drugs. We reserve the right to determine whether reasonable suspicion exists. Any job related accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion when human factors contribute to the occurrence and a question of sobriety exists. The Human Resources Department shall be consulted prior to testing being required.

Post Accident Testing

Any employee involved in a job-related accident resulting in property damage in excess of \$1,000 or physical injury requiring off-site medical attention will be required to submit to testing to determine the

presence or use or any involvement with alcohol or drugs unless the City determines in its discretion that the accident was not caused by alcohol or drug use.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisor or management employee will arrange for transportation.

Random Testing

Unless required by state or federal law or regulations, random testing shall not be permitted under this policy.

Other Testing

We will also conduct testing as required under the provisions of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the City's policy as well as any government programs.

Retest

Employees may request that any samples be split into two parts, with one part tested and the other retained by the testing laboratory for future testing in the event of a positive test result. If any employee requests a new test, such test will be at the employee's expense and must be conducted by a laboratory which is acceptable under this policy. A list of approved laboratories will be provided upon request.

Testing will be done by a Federal Department of Health and Human Services approved laboratory. The procedure used in obtaining a sample for testing shall be one that protects the authenticity and reliability of the sample and the privacy of the individual.

Safeguards

Any employee who believes that their specimen was not collected in accordance with established procedures must report any deficiencies to the City. Test results and other information concerning drug or alcohol investigations will be treated confidentially and released only when there is a need to know. The employee shall be notified as to when and to whom information is released.

Searches

We reserve the right to inspect and/or search any employee's personal property on our premises if we reasonably believe that our policy has been violated. Refusal to submit to any such inspection or refusal to cooperate in any investigation will result in disciplinary action which could include termination. Such search will be conducted by two management or supervisory employees and observed by a Union representative, and when feasible, by the employee. No employee will be forcibly searched or detained, and efforts will be made to respect integrity and privacy.

Employee Assistance Program

Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program without jeopardizing his or her employment as long as this assistance is sought 24 hours before testing has been required. Other treatment programs for drug and alcohol problems may be available through the City's health insurance coverage.

Discipline

Any employee who is found to be in violation of this policy, or who refuses to submit to testing as required, or who refuses to cooperate or attempts to subvert the testing process will be subject to disciplinary action up to and including termination of employment. The City also reserves the right to involve law enforcement officials for any conduct which it believes might be in violation of state or federal law according to the provisions under this policy.

As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol treatment program. An employee who is so required will be evaluated for drug and alcohol use by a professional in this field. Where such an evaluation is scheduled, we will pay the cost. An employee may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct which led to the employee's mandated participation in an alcohol and drug treatment program, the employee may be required to submit to random or unannounced screening for alcohol and/or drugs for a specified period of time not to exceed 18 months and to meet various performance standards which are imposed as a condition of continuing employment.

Employee Rights

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. All negative results will be kept confidential by the City.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with the grievance article of this Agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against them in a disciplinary interview they will be advised of the purpose of the investigation and informed that:

“The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination.”

Union Held Harmless

This drug and alcohol policy is initiated solely at the request of the City. The union shall be held harmless for the violation of any employees rights arising from the agreeing to and/or signing of this policy. The City agrees to indemnify, defend, and hold the Union harmless against any claims made or suits brought against the Union as a result of this policy.

Definitions

“Reasonable suspicion” is specific articulable observations which would reasonably lead a supervisor to believe an employee is under the influence of alcohol or drugs while on the job. Specific observations

may include, but are not limited to, the work performance, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

“Under the influence” is defined as a detectable level of drugs in an employee’s blood or urine as set forth in Federal drug testing standards (attached) or any noticeable or perceptible impairment of the employee’s mental or physical faculties. For alcohol, the level shall be .02 per cent.

“Controlled substances” are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law.

“Over-the-counter drugs” are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

“Prescription drugs” are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

DOT Rule 49 CFR Part 40 Section 40.87 cutoff concentrations for drug tests

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites Codeine/Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines AMP/MAMP	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL
MDMA	500 ng/mL	MDMA MDA MDEA	250 ng/mL 250 ng/mL 250 ng/mL

EXHIBIT E

PAY DIFFERENTIALS FOR BATTALION CHIEFS

	Battalion Chief Operations	Battalion Chief Fire Marshal	Battalion Chief Training & Safety	Battalion Chief Technology & Logistics
EDUCATION				
Bachelor's Degree in Fire Science / Administration	5%	5% or	5% or	5% or
Bachelor's Degree in Engineering		5%		
Bachelor's Degree in Education			5%	
Bachelor's Degree in Computer Science				5%

CERTIFICATION				
NFPA Fire Instructor III			2.5%	
EMT Advanced	2% or		2% or	2% or
EMT Intermediate	3% or		3% or	3% or
Paramedic	5%		5%	5%
Hazardous Material Assignment	3%		3%	3%
FEMA Executive Fire Officer	5% or	5% or	5% or	5% or
DPSST Fire Service Administrative Certificate	5% or	5% or	5% or	5% or
NFPA Fire Officer IV	5%	5% or	5%	5%
ICC Certified Fire Marshal		5%		

The maximum incentive paid under this article shall not exceed 10%.