AGREEMENT BETWEEN

CITY OF GRANTS PASS, OREGON

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 3564

January 1, 2016 – December 31, 2017

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AGREEMENT BETWEEN

CITY OF GRANTS PASS, OREGON
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3564

Agreed to and to be in effect between the City of Grants Pass, Oregon, hereinafter called the "City," and the International Association of Firefighters Local 3564, hereinafter called the "Union," made and entered into for the purpose of establishing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE I - RECOGNITION

1.1 Sole and Exclusive Agent. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment, for all employees who are members of the bargaining unit.

The bargaining unit shall consist of the following classifications:

Firefighter
Fire Engineer
Fire Lieutenant
Fire Inspector

1.2 Exclusions. It is further agreed that the following classifications are excluded from the bargaining unit so long as these classifications remain confidential or supervisory as defined by state law: Public Safety Supervisor (i.e. Deputy Chief, Battalion Chief, Public Safety Sergeant, Fire Marshal, Civilian Public Safety Supervisor), and Public Safety Director.

It is understood that volunteers are excluded from the bargaining unit.

1.3 New Classifications. New classifications may be developed within the fire services by the City, and a wage scale assigned thereto. The City shall forward the new classification and wage scales to the Union for their review of the wage scale. If the parties cannot agree the contract may be reopened on the wage scale and working conditions for the new classification only.

1.4 Notice. Where reference is made to some duty to be performed by the City in the contract, or some notice or filing to be made with the City, the City will through its City Manager or other such supervisory officers or employees as may be designated by its City Manager. All correspondence to the City shall be addressed to: City Manager, 101 N.W. "A" Street, Grants Pass, Oregon 97526.

When reference is made in this contract to the Union, in that some action is taken by or directed by the Union, the Union will act through delegated representatives of the Union as may be designated by the Union. All correspondence to the Union shall be addressed to the President, International Association of Firefighters Local 3564, PO Box 1466, Grants Pass, Oregon 97528.

1.5 Students and Volunteers. The City may determine the need to develop programs for student firefighters, dual (fire and police/cso) certified personnel or volunteers. Such personnel will augment and not replace bargaining unit workers, and the presence or absence of any such individuals shall not be utilized in scheduling, vacation considerations, or establishment of minimum duty personnel staffing. Such created positions shall not be a part of the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not expressly abridged, delegated, or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and department directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent department, commissions, and boards.
2. To set standards and levels of service.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means, and personnel by which government operations are to be conducted.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its Union and the technology and staffing levels of performing its work.

ARTICLE III - NON-DISCRIMINATION

3.1 Rights. Employees shall have the right to form, join, and participate in the activities of employee Unions of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because of the exercise of the employee's rights under the Agreement in effect between the City and the Union.

3.2 Application of Agreement. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to marital status, religion, sex, race, color, national origin, age, physical or mental disability, Union affiliation, or political affiliation. Both parties will cooperate by providing information should a complaint be made against either party.

ARTICLE IV - SECURITY

4.1 Time. The City agrees to allow reasonable time while on duty for members who are designated Union representatives for the purpose of handling and processing grievances and participating in negotiations. However, all efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing levels. The names of employees acting as Union representatives shall be certified in writing to the City by the Union.

4.2 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

4.3 Checkoff. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization the City shall deduct such dues over the first and second salary check of said employee, each month. The amounts deducted shall be transmitted within 10 days to the Union.

4.4 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in an amount which shall not be more than dues to be established by the Union with notice to the City, in accord with Oregon law. This section shall be referred to as the fair share agreement and the City shall deduct over the first and second salary check of each employee, each month, the payments for regular dues or payments in lieu of dues, and shall remit this same to the Union within 10 days after the deduction is made.

4.5 Religious Objection. Any employee who is a member of a church or a religious body having bonafide religious tenets or teachings which prohibit an association with a labor Union or the payment of dues or payment in lieu of dues to a labor Union, shall pay an amount of money equivalent to regular Union dues, initiation fees, and assessments to a non-religious charity or to another charitable Union mutually agreed upon by the employee affected and the Union. The City shall deduct over the first and second salary check of each such employee, each month, the payment to such charitable Union and shall remit the same to the charitable Union within 10 days after the deduction is made. The employee shall supply proof to the Union each month this has been done.

4.6 Right of Access. The Union and/or its designated representatives shall have the right of reasonable access to the public safety stations but will not unreasonably interfere with the employee's work.

Prior to contacting employees the Union shall apprize the shift supervisor of the purpose of this visit, the length of time required, and persons to whom they desire to speak. Said visit shall take place outside the employee's normal workday.

4.7 New Hires. The City will notify the Union of all new hires in the unit within 2 weeks after their having been employed, furnishing the Union with the new employee's name, mailing address, and position for which the Employee was hired.

4.8 Bulletin Board. The City agrees to allow suitable wall space in the public safety stations, not to exceed 3' x 4' for bulletin boards which may be locked by the Union, to be used by the Union for the posting of notices and bulletins relating to the Union.

The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

(a) Recreation and Social Affairs of the Union
(b) Union Meetings
(c) Union Elections
(d) Reports of Union Committees
(e) Rulings or Policies of the Bargaining Unit
(f) Communications from the Union to the Bargaining Unit
(g) Other Related Items

4.9 Use of Buildings. The City agrees to the reasonable use of the public safety stations for the purpose of holding Union meetings. Such meetings may be held after reasonable notice is given to the City Manager, or the employee's designee, and must conform to City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the fire services and not in conflict with any prior scheduled use of the building.

ARTICLE V - HOURS AND OVERTIME

5.1 Workweek. Regular Shift Employees: The work week for regular shift employees, to the extent consistent with the operating requirements of the public safety department fire services, and recognizing the necessity for continuous service by such department throughout the week, shall consist of an average of 56 hours as scheduled by the department director or other responsible authority and such scheduling shall be consistent with the scheduling method presently being used. There shall be a five-day 8-hour-per-day work schedule, between Monday and Saturday, for personnel assigned to fire prevention. Employees assigned to fire prevention will be subject to reassignment to a 56-hour shift with fourteen days notice.

The fire prevention assignment may rotate every 2 years with 60 days notice.

Employees assigned to fire prevention shall receive assignment pay at the rate of 5% of their base hourly wage for all hours worked in the assignment.

Employees assigned to fire prevention, or the City, may request in writing a meeting to negotiate a four day, 10 hour schedule. Such meeting shall take place within 30 days of the request.

5.2 56 Hour Work Shift Normal Workday. Regular Shift Employees: The work shift for regular shift employees shall be 24 hours in length. (For the purpose of computing overtime, the 24-hour long day shall be used). Except for emergencies and cleanup and maintenance required following an emergency to maintain the operational readiness of the Fire Services, employees will not normally be required to work in excess of 9 hours, inclusive of meal periods, during any 24 hour work shift, such nine hour workday shall be termed the "normal workday." Such nine hour "normal workday" shall be scheduled with regular starting and quitting times so far as this is consistent with the operating needs of the department. In no instances will the "normal workday" nor work in excess of the "normal workday" be utilized by the City for disciplinary purposes.

5.3 Regular Hours. Regular Shift Employees: In the case of shift employees the hours of the shift shall be consecutive including rest periods and meal periods.

5.4 40 Hour Work Shift. Each regular shift employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times. This shall apply with the following exception: Those employees whose special assignment requires a flexible work schedule. These will include firefighters serving in Prevention. Their work shift will be flexible within a 40-hour week. Therefore, for the purpose of overtime, these employees shall work a 40-hour week, and overtime shall be paid after 40 hours in a 7-day period and not after 8 hours in a 24-hour period.

5.5 Meal Periods. Regular Shift Employees: In the case of shift employees, meal periods shall be granted during each shift. To the extent consistent with the operating needs of the Fire Services, each meal period will be scheduled in a manner consistent with the operating requirements of the division.

5.6 Rest Periods. Regular Shift Employees: In the case of shift employees, a rest period of 15 minutes shall be permitted for all employees during each half of the normal workday. Rest periods shall be scheduled in accordance with the operating requirements of the department.

5.7 Holiday Routine. Employees working on named holidays as defined in Section 6.1, shall be required to respond to calls and to perform maintenance, clean up, and scheduled duties. Upon completion of the above, employees will be on "holiday routine" and shall be allowed free time in the same manner as time outside the nine (9) "normal workday".

5.8 Overtime. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and public interest.

Shift employees who work hours annexed consecutively to the end of the work shift shall receive overtime pay in thirty minute increments for hold over purposes.

Regular Shift Employees: Shift employees shall be compensated at the rate of 1 1/2 times their respective 56 hour per week regular hourly rate as set forth in Exhibit "A" for overtime work under the following conditions:

1. All time worked as a Firefighter or Fire Corporal in excess of the regularly scheduled work shift for that employee (e.g., in excess of 24 hours in any one workday).

2. All time worked as a Firefighter or Fire Corporal in excess of 204 hours in a 27 calendar day period for 24-hour duty schedule fire service non-exempt employees.

3. Forty-Hour Employees: Overtime for 40-hour employees shall be time worked (1) in excess of 8 hours for a specific job class in a workday for employees working five 8 hour shifts, or (2) in excess of 10 hours for a specific job class in a workday for employees working four 10 hour shifts, and (3) in excess of 40 hours in a work week.

4. Employees assigned to on-call fire prevention shall be paid $100.00 a month in addition to overtime and callback earned.

5.9 No Pyramiding. In no event shall any employee compensation be received twice for the same hours.

5.10 Callback. Employees called back to work shall receive overtime pay for hours worked, and if called back shall be credited with not less than 3 hours time. Overtime for the purpose of this section shall be compensated for at 1 1/2 times the 56-hour hourly rate, unless the employee works a 40-hour workweek, in which case, overtime will be at the 40-hour rate.

This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the work shift. This section does not apply to scheduled overtime (such as meetings and project work), or overtime annexed to the beginning of the shift, or holdover times annexed to the end of the work shift.

It shall be considered callback if an employee ends the employee's shift and has not been previously required to extend the employee's regular shift as holdover time (such as when called back on an alarm or emergency).

Employees who are scheduled to attend meetings and/or complete project work on their designated days off will be credited with not less than two (2) hours.

5.11 Distribution of Overtime. The Public Safety Director will maintain a procedure for distributing overtime among the employees in as equitable a manner as possible. In distributing overtime, such things as special qualifications and desires the employee(s) shall be considered.

5.12 Work Schedules. All shift employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shift, workdays, and hours shall be posted for 7 days prior to their effective date. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted 3 days prior to the effective date of the change. Failure to comply with terms of this section shall result in time and one-half pay for all the time worked outside the employee's timely scheduled workweek.

The existing work schedules (48/96) shall remain in effect for the life of the Agreement.

*The regular rate is that rate which complies with FLSA. (In the event that an employee elects to be compensated overtime in compensatory time such time shall be applied at 1 1/2 times the greater of the actual time worked or at the minimum number of hours required under Section 5.10, (Callback).

5.13 Work Changes. Changes by the City in hours of work as set forth in this Article shall be done in accordance with the following procedure: The City shall give the Union 30 days prior written notice, specifying the desired changes. Bargaining in accordance with statutory requirements will then occur.

5.14 Station Transfer. The City shall pay to any bargaining unit employee, not already on duty, who is required to transfer to a station other than the one at which the employee had been scheduled to work, 30 minutes of overtime per trip to compensate the employee for the time spent in organizing equipment and driving to the new station. The parties here to agree that 30 minutes is a reasonable amount of time for performing the tasks involved in a station transfer.

ARTICLE VI - HOLIDAYS

6.1 Designation. The following shall be designated paid holidays:

1. New Year's Day (January 1)
2. Labor Day (1st Monday in September)
3. Thanksgiving Day (4th Thursday in November)
4. Christmas Day (December 25)
5. Any day declared to be a holiday by the President, Governor, and Mayor

6.2 Holiday Compensation. In lieu of holidays, regular shift employees shall be assigned 132 hours of holiday leave on July 1, of each year for the preceding 12 months of continuous paid employment. Employees who work less that the full fiscal year shall receive a prorated number of hours based upon actual period of regular paid time.

Regular 40-hour employees shall receive 16 hours of holiday leave on July 1, of each year for the preceding 12 months of continuous paid employment. Employees who work less than the full fiscal year shall receive a prorated number of hours based upon actual period of regular paid time. In addition, 40-hour employees shall be entitled to 8-hours of holiday pay for the ten (10) holidays recognized by the City. A supervisor may require a forty-hour employee to work a holiday. In that circumstance the employee will receive regular pay for hours worked.

The 56 hour shift employee may elect to use the holiday leave throughout the year as if it were accrued vacation or compensatory time. Use of holiday hours must be at a time mutually agreeable to the employee and the City. Holiday hours must be utilized by June 30th or they shall be lost. Bargaining unit employees will be permitted to receive compensation for all accumulated and unused hours requested by April 1st each year (to be paid out by April 30th each year) at the employee's regular straight time rate. Unused unpaid hours shall be forfeited.

An employee who transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's holiday compensation leave balance multiplied by 1.375 to obtain the employee's new holiday leave accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's accumulated holiday leave accrual balance shall be multiplied by .728 to obtain the employee's new holiday leave accrual balance.

ARTICLE VII - VACATIONS

7.1 Rate of Accrual. Vacation time for regular fire personnel shall accrue as follows:

56-Hour Personnel:

Completed Service	Hours of Accrual For Each 112 Pay Hours	Shifts	Total Vacation Hours Earned Per Year
At one year (12 mos.) establish a 144 hour beginning balance			
13 mos. through 36 mos.	5.54	6	144
37 mos. through 60 mos.	6.92	71/2	180
61 mos. through 120 mos.	8.31	9	216
121 mos. or more	11.08	12	288

40-Hour Personnel:

	Hours of Accrual For Each 80 Pay Hours	Days	Total Vacation Hours Earned Per Year
At one year (12 mos.) established a 96 hour beginning balance			
13 mos. through 36 mos.	3.70	12	96
37 mos. through 60 mos.	4.62	15	120
61 mos. through 120 mos.	5.54	18	144
121 mos. or more	7.39	24	192

After 20 years of continuous service, a one-time bonus of 56 hours shall be paid for shift employees and 40 hours for 40-hour employees.

An employee that transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's vacation accrual balance multiplied by 1.5 to obtain the employee's new vacation accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's vacation accrual balance shall be multiplied by .667 to obtain the employee's new vacation accrual balance.

7.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on regular paid hours. Time spent on unpaid leave shall not be counted as continuous service, provided that employee returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff. For persons on military leave, seniority will continue at the date defined in this contract.

7.3 Accrual Limitations. Vacation time must be taken by shift employees within 18 months following the date of accrual and for 40-hour employees they may accrue up to a maximum of 200 hours of vacation time, such vacation shall be deemed forfeited if not taken unless mutually agreed in writing in advance. An employee who was about to lose vacation credit because of accrual limitations may, by notifying the employee's supervisor 15 days in advance, absent himself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee 30 days in advance of impending loss of accrued vacation time.

Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

7.4 Scheduling. Vacation time shall be scheduled by the Public Safety Director based on the needs of efficient operations and the availability of vacation relief.

Subject to the foregoing, employees shall have the right to determine vacation times: Vacation times shall be selected on the basis of seniority within each shift and conflicts in vacation schedules between bargaining unit personnel and non-bargaining unit personnel shall have no effect on request for vacation by bargaining unit personnel. However, such employee will be permitted to exercise the employee's right to seniority only once within the bidding period. The vacation schedule shall be posted annually as of November 1 and the employees shall sign up for their annual vacation on a seniority basis for the period January 1 through December 31. If conflicts occur in scheduling during the sign up period of November 1 to November 30, the senior employee's selection shall prevail. The seniority bid for vacations shall be a minimum of two (2) successive days. After the seniority bids are submitted and posted on the vacation calendar, all other vacation will be allotted on a seniority basis. The employee with highest seniority may choose up to two (2) days (not required to be successive), then the employee with the second highest seniority may choose two (2) days and so the rotation continues. The list shall be closed as of November 30 and subsequent changes or selections shall be made only by mutual consent of the parties. All further selections of time off will be done on a first come first serve basis. Scheduling of vacation periods beyond the seniority choice, to the extent consistent with operating requirements of the City, and vacation credits of the employee, shall be permitted on a three (3) hour minimum.

Two employees may schedule time off for each shift with priority to the first person on a first-come first-served basis, without regard to bargaining unit status. The second person desiring the same time off may arrange for a qualified employee to be available to cover the employee's shift regardless of rank or seniority.

7.5 Payment on Termination. In the event of death or termination of an employee during the initial 12 months of the employee's employment, no payment in lieu of vacation shall be made. In the event of death, retirement, or termination of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

ARTICLE VIII - SICK LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of 13.0 (6.00 bi-weekly) hours per month for regular shift employees and 8 (3.69 bi-weekly) hours per month for regular 40-hour employees. Sick leave shall not accrue while employee is on a leave without pay.

8.2 Utilization.

a. Illness or Injury of the Employee. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury or exposure to contagious diseases under which the health of the employees with whom associated or a member of the public would be endangered by the presence of the employee.

b. Illness in Family. Employees may utilize their allowance of sick leave when there is illness or injury as described in subsection (a) of Section 8.2. For the purpose of this section immediate family will include spouse, children, father, mother, mother-in-law, father-in-law, stepchildren, (all in the household).

c. Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purposes of this article, immediate family members are defined as: spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, and step-children in the household. This utilization shall include travel time to and from the funeral site and time for making necessary funeral arrangements. A 40-hour employee may receive up to 3 days and a 56-hour employee may receive up to one 24-hour shift of emergency leave in any one calendar year. In the event that more time is needed, the employee may utilize available sick leave and/or vacation.

d. Physician's Statement. In the event that an employee is off 2 or more work shifts under this section the City may require a physician's statement as to the nature of the illness, the need for the employee's absence and the estimated duration of absence; prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to the employee's normal duties without risk of aggravating the illness or injury.

When an employee is, by reason of the employee's illness or injury, unable to perform the employee's job with the regularity, efficiency, or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others the City may require that the employee absent himself and take further sick leave.

The physician's statement shall be submitted on a form provided by the City. The form shall be submitted to the employee's supervisor prior to returning to work.

e. Termination for Medical Reasons. Employees on time loss for an injury or illness who have used a 180 calendar day limit will be terminated for medical reasons and reemployed only when an opening occurs for which the employee is qualified. Near the end of the 180 day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the City Manager.

8.3 Sick Leave Without Pay. Upon application by the employee sick leave without pay may be granted by the City of the remaining period of the disability after the employee's accrued sick leave has been exhausted. The City may require a physician's statement on a periodic basis during the period of disability.

8.4 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 payment received under Worker's Compensation laws and the employee's regular pay minus state and federal deductions. In such instances, no charges will be made against accrued sick leave for 90 calendar days. After 90 days prorated charges will be made against accrued sick leave as described above.

8.5 Sick Leave Conversion at Retirement or Death. A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of service, or to the employee's beneficiary in the event of death while a regular employee of the City. The maximum time any employee may apply to the sick leave conversion formula shall be 2400 hours. It shall be paid in the following manner:

Two and one-half percent (2.5%) times each full year of the employee's continuous years of service times the employee's sick leave accumulation, but no greater than 2400 hours, at a rate equivalent to the employee's current gross hourly salary.

An employee may opt to use the employee's accrued sick leave as provided in ORS 237.153.

8.6 Conversion for Shift Change. An employee that transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's sick leave accrual balance multiplied by 1.625 to obtain the employee's new sick leave accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's accumulated sick leave accrual balance shall be multiplied by .616 to obtain the employee's new sick leave accrual balance.

8.7 Light Duty. Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that "light duty" is acceptable, the employee may, at the City's option, report to the employee's supervisor for assignment to duties related to public safety operations. The division may assign such duties as the health and condition of the involved employees permit only in cases where bonafide public safety related jobs or duties are available.

ARTICLE IX - OTHER LEAVES OF ABSENCE

9.1 Extended Leave of Absence.

a. Criteria and Procedure. The City will consider a written application for leave of absence without pay not to exceed 1 year if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on the employee's written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

b. Return From Leave. Any employee who is granted a leave of absence without pay under this article 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 the employee's position with the City, and the employee's position shall be declared vacant unless the employee prior to expiration of the employee's leave of absence or prior to the termination date has furnished evidence that the employee is unable to work by reason of sickness, physical disability, or other legitimate reason beyond the employee's control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

Requests for leaves of absence under this section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, the signature lines for City and Union officials. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates, and length of absence.

9.2 Required Court Appearances. Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling the employee's attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's headquarters. Employee shall be required to seek all fees due for such duty and turn said fees over to the City. This provision is not intended to cover hearings conducted by the Oregon Employment Relations Board, or grievance arbitrations held pursuant to this contract.

9.3 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due the employee for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the department director or other supervisor for assignment for the remainder of the employee's regular work day. Mileage and expenses paid for jury duty will be retained by the employee so long as the employee provides the employee's own transportation for such jury duty service.

9. 4 Military Leave With or Without Pay. Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

ARTICLE X - COMPENSATION

10.1 Salary Schedule. Employees shall be compensated for hours worked 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.

10.2 Pay Periods. Pay Periods shall be on a bi-weekly basis and paychecks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.3 Conversion Formula. Conversion formula for hourly rates of pay shall be determined in accordance with Exhibit "C".

10.4 Form of Compensation. Compensation for authorized overtime and callback only shall be paid unless compensatory time is requested by the employee. Such time shall be credited at time and one-half. Shift employees may accrue up to a total of 160 hours of such compensatory time. Forty-hour employees may accrue 80

hours of such compensatory time. Compensatory time-off may be taken upon the request of the employee if the supervisor agrees based on the operating needs of the department.

An employee during the periods specified below must advise the head of the department or the employee's designee if overtime is to be credited as compensatory time. If no notification is given on the specified dates, overtime will be paid and not credited as compensatory time. Notification dates are as follows: First week in July, first week in November, and first week in March.

10.5 Incentive Pay. For the life of this contract, the Fire Inspector will be eligible for incentive pay for an Associate's or Bachelor's Degree and/or Fluency in a Second Language. All other classifications will be eligible for incentive pay following completion of the trial service period as follows:

Education Incentive:

Employees eligible for the following incentives after December 31, 2015, shall receive incentive pay at the following monthly rate:

A.	Associate's Degree	$ 75.00
B.	Bachelor's Degree	$150.00
C.	Fluency in a Second Language*	$ 50.00

Employees eligible for the following incentives prior to January 1, 2016, shall receive incentive pay at the following monthly rate:

A.	Associate's Degree	$ 94.00
B.	Bachelor's Degree	$ 189.00
C.	Fluency in a Second Language*	$ 63.00

Emergency Medical Technician incentive:

Employees are eligible for incentive pay at the following monthly rate when holding a valid, Oregon EMT certificate listed:

D.	Emergency Medical Technician, Advanced	$ 98.00
E.	Emergency Medical Technician, Intermediate	$114.00
F.	Emergency Medical Technician, Paramedic	$134.00

* Second language must be in Spanish or any other language designated by the City as being relevant to support the diverse demographics of our community. Second language requires annual recertification utilizing a mutually agreed annual proficiency test.

Incentive Pay for Bachelor's Degree, Associate's Degree, EMT-I, EMT-A and EMT-P are not cumulative.

ARTICLE XI - INSURANCE

11.1 Health and Welfare. The City agrees to provide a health and welfare plan to all bargaining unit employees. Effective January 1, 2006, the bargaining unit employees will pay 7.5% of the total monthly premium for the plan. In addition the City and bargaining unit employees agree to split 50/50 any premium increase above 10%. City and Union agree to work cooperatively in a citywide insurance committee to continue to explore insurance packages in order to offer alternate potential insurance coverage differing levels that may be selected by individual members of the unit. At least one alternative offered shall be reasonably similar to the current coverage, if available in Southern Oregon. At least one alternative offered shall include a Health Reimbursement Account (HRA) with an annually defined contribution amount.

11.2 Retirement Insurance. All employees hired on or before October 5, 2000, who meet PERS requirements for retirement and elect to retire from City employment and immediately upon retirement commence receiving benefits from PERS may be eligible for continued family medical insurance coverage (Coverage) under the City's current group medical insurance program (Program). The Coverage will continue for 48 calendar months from date of retirement until such time as the retiree dies, or reaches Medicare eligibility, or enters employment where insurance is provided, or within 18 months of retirement applies for and is paid unemployment compensation.

All employees hired after October 5, 2000, will be eligible for 50% City paid medical and prescription benefits for six months only following retirement.

All employees hired after January 1, 2007, who are eligible for COBRA benefits at time of retirement, may utilize that benefit, at totally their own cost.

To be eligible for coverage the employee must not be eligible for Medicare at the time of retirement.

The employee shall be responsible for the portion of the monthly premium in accord with the manner in which the premium was shared between the City and the employee at their time of retirement.

A. Obligation To Pay Premiums is Exclusive. It is understood the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

B. The City shall provide life insurance in the amount of one times the employee's annual salary to each employee.

11.3 Continuation of Hospital and Life Insurance Coverage Benefits for Permanently Disabled Employees.

1. Any employee permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by

the City for those in the employee classification until the employee reaches age 65.

2. The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.

3. The Health Insurance premium for any employee who has been continuously employed on permanent basis for twelve consecutive months or longer who becomes totally and permanently disabled shall, two months after the determination of such disability, be waived for the period of total and permanent disability commencing two months after such determination, but not to exceed six months up to the designated cap. During the period of waiver the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the six-month period, whichever occurs first, the employee and/or covered dependents may convert to whatever plan is being offered as a conversion policy by the City's insurance carrier.

11.4 Public Employees Retirement System. The City shall continue to participate in the State Public Employee Retirement System or its successor as determined by the State of Oregon. Effective July 1, 2007, the employee's 6% contribution to the retirement system shall be paid by the City.

11.5 Worker's Compensation. Each employee will be insured under the provisions of the Oregon State Worker's Compensation Act.

ARTICLE XII - SENIORITY

12.1 Definition of Seniority. Only regular employees shall have seniority. Seniority shall be achieved following completion of the trial period of one year and shall thereafter be established as the employee's length of continuous service in the employee's job classification and length of continuous service from last date of hire in the bargaining unit. Seniority shall be broken or terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provided in Article XII, Section 12.3.
4. Is laid off from work for any reason for 12 months.
5. Fails to report to work at the termination of a leave of absence.
6. While on leave of absence accepts employment without permission.
7. Is retired.

Seniority shall apply by classification in the matter of layoff, recall, vacation, and compensation days off. In cases where employees were hired on the same

date, seniority order shall be determined by the date of tentative offer.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a trial service period of 12 full months. The Union recognizes the right of the City to terminate trial employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

12.3 Seniority List. Exhibit "D" is a listing of all current employees within the bargaining unit and their respective seniority order and date of hire. (The seniority list is to be updated annually as part of this Agreement.) (January 1)

12.4 Seniority for Promoted Employees. Employees who promote to a City position out of the bargaining unit shall have the opportunity to resign and return to their previously held position within the six-month trial service period. City shall not fill the promoted employee's position for the six-month period and shall allow the employee to return. Return to the bargaining unit shall be without loss of seniority, with the exception of time served in the promoted position.

Firefighters that promote to the position of Corporal shall serve a six-month trial service period.

ARTICLE XIII - LAYOFF AND RECALL

13.1 Layoff and Recall. Layoff shall be in reverse order of seniority in job classification. Employees not qualified to perform necessary job requirements may be laid off out of seniority. Recall of laid off employees shall be the reverse of the layoff procedure. For the purposes of this section, determination of whether or not a senior employee is qualified will be determined by whether or not that employee possesses the demonstrated skill, ability, physical fitness, and experience necessary to perform the work.

When personnel reductions are made by the City, the following events shall occur so long as the rank of Corporal exists:

a. All but three of the firefighters shall be laid off first in reverse seniority order.
b. Each additional layoff shall be determined by seniority within the bargaining unit. Each additional layoff shall cause the rank reduction of one Corporal to firefighter, and the least senior of the two shall be the person laid off.

13.2 Notice of Recall from Layoff Status. Notice of an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have 5 days to return to work from the date of receipt of mail notifying that employee of the employee's recall from a layoff status or the employee will forfeit all seniority.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 Discipline. No regular employee as defined in Article I, Recognition, Section 1.1, may be disciplined or discharged except for just cause. Except as outlined in Section 14.3, below, discipline shall be progressive in nature beginning with a written warning notice or written reprimand. This section shall not be construed to prohibit or abridge the City's right to oral reprimand. Any such written warning notice or reprimand shall specify the misconduct from which the written warning or reprimand was given, and if applicable shall also specify any specific departmental rule, regulations, or policies violated.

Disciplinary action consisting of a written warning notice or reprimand must be taken within 10 calendar days of the date that the City first has knowledge of the complaint giving rise to the disciplinary action unless the City first notified the employee that the employee's actions are under investigation for possible disciplinary action. A copy of such disciplinary action if made shall be given without delay to the Union and the employee involved.

14.2 Form of Discipline. Disciplinary action for just cause shall be limited to the following:

(a) Written warning notice or reprimand.
(b) Suspension without pay*.
(c) Discharge.

* The City may allow employees to utilize holiday compensation to compensate for suspension without pay.

14.3 Imposition. Disciplinary action may be imposed without warning notice or written reprimand when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting or dishonesty.

In such cases where immediate disciplinary action is taken the employee may be suspended immediately while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. The City will not take an unreasonable length of time to investigate and make a determination in the matter pending before it. If the employee is cleared of the charges by the City, the affected employee will be reinstated immediately without loss of pay or other benefits. In the case where discharge, demotion, or reduction in pay is the disciplinary action imposed following the investigation of the City, the effective date will be the date of suspension.

An employee will be allowed a Union representative at all disciplinary meetings or hearings. The City will give an employee 72 hours notice of an impending disciplinary meeting or hearing.

14.4 Manner of Imposition. The City, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

14.5 Trial Service Employee. A trial employee, as defined in Article XII, Seniority, Section 12.2, New Employees, may be discharged with or without cause.

14.6 Notice of Discipline or Discharge. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the City Manager or designee. Both the Union and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty.

14.7 Grievances. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure, Article XV.

ARTICLE XV - SETTLEMENT OF DISPUTES

15.1 Grievance and Arbitration Procedure. The City and the Union agree that any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor within 10 calendar days after the grievant becomes aware of its occurrence. The immediate supervisor shall then attempt to adjust the matter or give an answer within 10 calendar days. The Union has the right to be present at all steps of the grievance procedure.

Step II. If the grievance has not been settled between the grievant and the immediate supervisor it may be presented in writing by the Union to the Department Director within 10 calendar days after the response specified in Step I is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated, and the specific remedy requested. The Department Director shall respond to the Union in writing within 7 calendar days after receipt thereof.

Step III. If the grievance still remains unadjusted to the grievant's satisfaction, it may be presented by the Union to the City Manager, within 7 calendar days after the response specified in Step II is due. The City Manager shall respond in writing to the Union within 7 calendar days after the receipt thereof.

Step IV. If the grievance is still unsettled, either party may within 10 calendar days of the decision of the City Manager or his designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to

agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven arbitrators who reside or maintain offices in Oregon or Washington. The moving party shall strike first. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the agreement, but shall be limited to consideration of the particular issues(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the agreement and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

15.2 Time Limitation of Filing. The parties to this Agreement shall be bound by the time limits contained in this Article, Section 15.1, above. If either party fails to comply with or follow the time limits, the following shall result: (The grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified.)

a. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

b. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.

ARTICLE XVI - STRIKES AND LOCKOUTS

16.1 No Lockouts. There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

16.2 No Strikes. The Union and its members as individuals or as a group, will not initiate, cause, permit, or participate, or join in any strike, work stoppage, or a slowdown, picketing, or any other restriction of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor Union when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

16.3 Return to Work. In the event of a strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in 16.2 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of this Agreement.

ARTICLE XVII - PERSONNEL FILE

17.1 Maintenance. The City Manager or designee shall maintain the personnel file.

17.2 Notice of File Contents. Each employee shall read and sign all written material that is placed in the employee's personnel file following the employee's date of hire. This will include disciplinary action, merit or job evaluations, letters of commendation, etc.

Signing will not necessarily indicate agreement with the contents of the item signed.

17.3 Response. An employee and/or the Union may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or the City Manager's designee.

A written warning shall be removed from the employee's personnel file after 18 months at the request of the employee.

17.4 Copies. Employees shall have the right, upon request to review and obtain, at their own expense, copies of the contents of their personnel file exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

ARTICLE XVIII - MILEAGE AND PER DIEM

18.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, court appearances, legislative hearings, etc., requiring the use of the employee's personal automobile for transportation to such location shall be compensated for the mileage at not less than that rate set by the Internal Revenue Service.

18.2 Per Diem. When an employee's duties require the employee to travel outside the City, the City agrees to reimburse the employee in accordance with City travel policy.

18.3 Other Transportation. When an employee is required or authorized to use public transportation other than the employee's private vehicle such as air, train, bus, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and if not advanced, shall be reimbursed to the employee upon presentation of receipts to the City.

ARTICLE XIX - GENERAL PROVISIONS

19.1 Information. Either party to this Agreement will provide single copies of information which is a matter of public record, to the other party upon request.

19.2 Safety. The City is committed to adequate levels of safety within the Fire Services and will comply with all applicable safety regulations.

All employees will be offered inoculation for Hepatitis B.

19.3 Uniform, Clothing, and Equipment. Uniforms, including work boots and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees' work boots will be identified as City property and worn on duty only. Employees thus provided shall wear such uniforms, other protective clothing, and safety wear, or use any such protective clothing, uniforms, or safety wear provided by the City save and except on the job. Employees shall maintain uniforms and equipment supplied by the City.

19.4 Working Out of Classification. Any Fire Engineer or Fire Lieutenant who is qualified for, assigned the responsibilities, and carries out the duties of higher rank for a minimum of 24 hours, shall be paid 5% above the employee's base hourly wage when assigned those responsibilities.

19.5 Other Employment. Outside employment shall be permitted under the criteria listed below. To deny outside employment the City must find that it violates one of the following criteria:

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 the employee's City work;
c. That such employment is a discredit to the City employment; or
d. That such employment takes preference over the requirements of City employment.

19.6 Shift Trading and Trading of Days Off. Shift trade and trading of days off between employees shall be permitted so long as the affected supervisors are given 24 hours advance notice. Notice of a lesser time will be permitted when approved by the immediate shift supervisor. Such approval shall not unreasonably be withheld. The City shall not be liable for any overtime resulting from such trades.

19.7 Job Descriptions. The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer

to a specific position and not to an individual. Each position shall have a specification that includes a concise descriptive title, a description of responsibilities, and a statement of the minimum or desirable qualifications for each position. Job descriptions shall relate only to the type of work done by each class, i.e., Firefighter, Corporal, and Fire Inspector. The City shall forward to the Union any changes in the job descriptions of the classifications covered by this Agreement.

19.8 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be, will be reduced to writing, and will be furnished to the Union and to affected employees. It is further agreed that if modification of work rules covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of 7 consecutive days prior to implementation. The City shall provide an opportunity to meet and confer with the Union prior to the implementation of such proposed modification to such work rules which are covered by specific provisions of this Agreement.

19.9 Supervisory Employees. It is understood that supervisory employees not covered under this agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased.

19.10 Prevailing Rights. Hours, wages, and conditions of employment enjoyed by employees at the present times which have been established since January 1, 1979 and are not included in this Agreement but have not been discussed during negotiations, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent; nor shall any employee receiving more than the contractual wage scale or enjoying more favorable working conditions than provided for in this Agreement suffer a reduction by reason of execution of this Agreement. The signing of this Agreement shall not result in the lowering of any existing working conditions except as provided herein.

19.11 Physical Fitness Standards. An annual physical fitness test for all employees will be given in the month of May. The physical requirements shall be reasonably related to the physical requirements of being a firefighter and is as set out in Exhibit "E". Employees failing to pass the test will be given 90 days to meet the standards and be retested. If employee fails to pass the test the second time an additional 90 days will be given to meet the standards and be retested. The fire employee will be tested a third time, and if the test is failed, the City will have cause for discharge. An employee who successfully passes the test on the second and or third attempt can have no more that 5 (five) failures in 3 (three) calendar years. Attempting the test and not passing it and failing to participate in a scheduled test will each be counted as failures. Five failures will result in the City having cause for discharge.

19.12 Residency Requirement. Employees shall live within 45 minutes of the Hillcrest, Parkway or Redwood Public Safety Station as calculated by department policy.

ARTICLE XX - FUNDING

20.1 The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request or voter approval thereof.

ARTICLE XXI - SAVINGS CLAUSE

21.1 If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States, or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter will be settled as a grievance at Step IV and the arbitrator shall have authority to legislate a new provision.

ARTICLE XXII - TERMS OF AGREEMENT

22.1 This Agreement shall be effective as of the 1st day of January, 2016 and except as amended or modified, shall remain in full force and effect until December 31, 2017.

A. This Agreement shall be automatically renewed from year to year thereafter unless either the Union or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by August 1st of the year in which the contract expires.

B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE XXIII - EXECUTION/SIGNATURES

Executed this 18th day of November 2015, at Grants Pass, Oregon, by the undersigned officers by the authority of and on behalf of the City of Grants Pass, Oregon, and International Association of Firefighters Local 3564.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3564

Jeremy Petronella
President

CITY OF GRANTS PASS, OREGON

Aaron K. Cubic
City Manager

Exhibit "A-1"
Firefighters Salary Schedule
January 1, 2016 through classification placement

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter							
Monthly	4,246.00	4,458.00	4,681.00	4,915.00	5,161.00	5,419.00	5,790.00
Bi-Weekly	1,960.00	2,057.44	2,160.48	2,268.00	2,382.24	2,500.96	2,672.32
56-hour Week	17.50	18.37	19.29	20.25	21.27	22.33	23.86
40-hour Week	24.50	25.72	27.01	28.36	29.78	31.26	33.40
Fire Inspector							
Monthly	4,788.00	5,027.00	5,278.00	5,542.00	5,819.00	6,110.00	
Bi-Weekly	2,209.60	2,320.08	2,436.08	2,557.88	2,685.77	2,820.06	
40-hour Week	27.62	29.00	30.45	31.97	33.57	35.25	
Fire Corporal							
Monthly	4,818.00	5,059.00	5,312.00	5,578.00	5,857.00	6,150.00	6,558.00
Bi-Weekly	2,224.00	2,335.20	2,451.68	2,574.88	2,703.68	2,838.08	3,026.24
56-hour Week	19.85	20.85	21.89	22.99	24.14	25.34	27.02
40-hour Week	27.80	29.19	30.65	32.18	33.79	35.48	37.83

Exhibit "A-2"
Salary Schedule
Effective at time of placement in classification – December 31, 2016

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter						
Monthly	4,388.00	4,607.00	4,837.00	5,079.00	5,333.00	5,600.00
Bi-Weekly	2,025.60	2,125.76	2,232.16	2,344.16	2,461.76	2,584.96
56-hour Week	18.08	18.98	19.93	20.93	21.98	23.08
40-hour Week	25.32	26.58	27.91	29.30	30.77	32.31
Fire Engineer						
Monthly	4,771.00	5,010.00	5,261.00	5,524.00	5,800.00	6,090.00
Bi-Weekly	2,202.40	2,312.80	2,428.16	2,549.12	2,676.80	2,811.20
56-hour Week	19.66	20.65	21.68	22.76	23.90	25.10
40-hour Week	27.53	28.90	30.35	31.87	33.46	35.13
Fire Lieutenant						
Monthly	4,998.00	5,248.00	5,510.00	5,786.00	6,075.00	6,379.00
Bi-Weekly	2,306.40	2,422.56	2,543.52	2,670.08	2,803.36	2,944.48
56-hour Week	20.60	21.63	22.71	23.84	25.03	26.29
40-hour Week	28.83	30.28	31.79	33.38	35.05	36.80
Fire Inspector						
Monthly	4,788.00	5,027.00	5,278.00	5,542.00	5,819.00	6,110.00
Bi-Weekly	2,209.60	2,320.08	2,436.08	2,557.88	2,685.77	2,820.06
40-hour Week	27.62	29.00	30.45	31.97	33.57	35.25

New pay structure is effective at time of placement in classification. The current pay structure (Exhibit A-1) will remain in place with no change in compensation pending completion of the placement processes.

New job descriptions to be created by the City. The new job descriptions will be provided to the City Manager for review and approval within 45 days of the signing of this agreement.

A policy defining qualifications for eligibility for working out of classification will be created and provided to the Union within 45 days of the signing of this agreement.

A competitive placement process for Fire Lieutenant will take place no later than 75 days of the signing of this agreement.

A competitive placement process for Fire Engineer will take place no later than 30 days from selection of the Fire Lieutenant positions.

Employee will be placed at the step closest to his current wage that provides an increase or will remain at his current wage when his current wage exceeds the new salary range. The current

wage for employees who exceed the new salary range will not include any prior Apparatus Operator or Company Officer assignment pays.

Placement is not considered a promotional process as this is a new structure. Placement of Fire Engineer will include the Apparatus Operator incentive where applicable as part of the current wage for placement purposes on the salary range. Current wage, for purposes of placement, will include the Fire Ground Leader incentive where applicable.

Two Corporal positions will be converted to Lieutenant without a loss of pay.

No pay adjustments will be made to employees who exceed their position salary range during the term of this agreement.

Exhibit "A-3"
Salary Schedule
January 1, 2017 – December 31, 2017

1% wage increase

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	4,388					
Monthly	4,432.00	4,654.00	4,887.00	5,131.00	5,388.00	5,657.00
Bi-Weekly	2,045.60	2,148.16	2,255.68	2,367.68	2,486.40	2,610.72
56-hour Week	18.26	19.18	20.14	21.14	22.20	23.31
40-hour Week	25.57	26.85	28.19	29.60	31.08	32.64
Fire Engineer	4771					
Monthly	4,819.00	5,060.00	5,313.00	5,579.00	5,858.00	6,151.00
Bi-Weekly	2,224.00	2,335.20	2,451.68	2,574.88	2,703.68	2,839.20
56-hour Week	19.86	20.85	21.89	22.99	24.14	25.35
40-hour Week	27.80	29.19	30.65	32.19	33.80	35.49
Fire Lieutenant	4998					
Monthly	5,048.00	5,300.00	5,565.00	5,843.00	6,135.00	6,442.00
Bi-Weekly	2,329.60	2,446.08	2,568.16	2,696.96	2,831.36	2,973.60
56-hour Week	20.80	21.84	22.93	24.08	25.28	26.55
40-hour Week	29.12	30.58	32.11	33.71	35.39	37.17
Fire Inspector	4788					
Monthly	4,836.00	5,078.00	5,332.00	5,599.00	5,879.00	6,173.00
Bi-Weekly	2,232.00	2,343.60	2,460.78	2,583.82	2,713.01	2,848.66
40-hour Week	27.90	29.30	30.76	32.30	33.92	35.61

EXHIBIT "B"

STEP SCHEDULE
ELIGIBILITY FOR STEP INCREASES

STEP ONE
This is entry level.

STEP TWO
Requires one-year satisfactory performance at step one.

STEP THREE
Requires one-year satisfactory performance at step two.

STEP FOUR
Requires one-year satisfactory performance at step three.

STEP FIVE
Requires one-year satisfactory performance at step four.

STEP SIX
Requires one-year satisfactory performance at step five.

Evaluations
Any member whose rating is more than 90 days out of cycle shall be considered to have completed an evaluation with an overall rating of "effectively meets standards".

EXHIBIT "C"

CONVERSION TO HOURLY RATE

Bi-Weekly rate 112 hours	=	Hourly rate for firefighter on a shift schedule.

EXHIBIT "D"

GRANTS PASS PUBLIC SAFETY DEPARTMENT

FIRE SERVICES Seniority List

Firefighters	Job Classification Seniority Date	Date Of Hire	Adjusted D.O.H. For Purposes Of Vacation Accrual +
Ownbey, Vincent	10/02/95	Same	
Dirling, Raymond	12/15/97	Same	
Stacy, Timothy	01/29/01	Same	
Fazio, Michael	04/02/01	Same	
Petronella, Jeremy	09/17/01	Same	
Miller, Justin	09/17/01	Same	
Nelson, Wayne	4/21/03	Same	
McIntosh, Casey	06/07/04	Same	
Goodboe, Edward	08/22/05	Same	
Adamo, Martin	07/16/07	Same	
Vavrock, Eric	11/13/07	Same	
Wostenberg, Jesse	12/10/07	Same	
Hebert, Joe	9/28/09	Same	
Nelson, Tyler	9/28/09	Same	
Miller, Kristopher	10/11/10	Same	
Marsh, Travis	10/11/10	Same	
Cunningham, Elijah	01/30/12	Same	
Jones, Brandon	02/07/12	Same	
Rigaud, Brandon	04/02/12	Same	
Willits, Ryan	05/29/12	Same	

Fire Corporals

Strickland, Tony	11/26/02	08/01/94	
Fox, Cory	01/14/05	09/07/98	

Fire Inspector

EXHIBIT "E"

Firefighter Physical Ability Examination

TEST PREPARATION

The following suggestions should help you prepare yourself physically for the test:

- Avoid junk food and maintain a well-balanced diet for several days before the test.
- Avoid tranquilizers and stimulants such as caffeinated beverages, especially on the day of the test.
- Get a good night's sleep before the test.
- Do not drink a lot of liquids or eat a large meal before the test.
- Avoid alcohol several days prior to and especially on the day of the test.

On the day of testing, all applicants are required to wear:

- Long pants (shorts are not allowed for safety reasons)
- Sport shoes
- Other gear will be provided by the department

PLEASE NOTE: YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE EXAMINATION IF YOU ARE NOT WEARING LONG PANTS (e.g., jeans, sweats).

DESCRIPTION OF THE TEST

An orientation and walk through will be given by a test administrator to all applicants prior to the actual examination. Applicants must fully understand what is expected of them before being allowed to take the test. All events must be performed safely and as designated.

The test is composed of the following events:

Un-timed Events

1. Claustrophobia Crawl: Applicants will be led to the entrance of a doorway where they will grab on to a section of rope. With a darkened facemask covering the eyes, applicants must follow the rope through to the other side of a dark room. **Letting go of the rope will result in disqualification.** Maintaining a grip on the rope is important when fighting fires so one does not get lost in a smoky building. The Grants Pass Fire Department requires applicants to maintain a grip on the rope at all times. Applicants will be advised they may encounter obstacles along the way and that if this happens, they are to maneuver around or over all obstacles. When passage to the other side of the room has been completed, applicants will be permitted to remove the darkened mask.

2. Aerial Climb: The fire department's aerial apparatus will be extended 75 feet off the ground at an angle of 70 degrees. A belay line will be strung through the top rung of the ladder to serve as a safety line. Applicants will be tethered to the belay line and will, upon instruction, ascend and descend the ladder without stopping. Applicants shall be considered to have reached the top of the ladder when they can place both hands on the top rung. Applicants will be given plenty of time to complete the aerial climb event.

Timed Events

During the sequence of timed events, it is extremely important to pace yourself. Over-exerting yourself early in the test may reduce the amount of energy you have left for exercises at the end of the test, such as the victim rescue. **Applicants are not allowed to run between events since this is usually not permitted on the training ground and on the job. However, you may walk at a brisk pace during the examination.**

3. Hose Drag: Timing starts with this event. Once the aerial climb has been completed successfully, applicants will pull a 5 inch supply hose with a coupling attached a distance of 50 feet and set it on the ground. The end of the hose may be placed over a shoulder or grasped with both hands. The hose will be pre-arranged on the ground in a similar pattern for each applicant.

4. Cap Loosening: Applicants will then go to a hydrant whose steamer cap has been torqued to approximately 135 foot pounds of torque. Applicants will loosen the cap with a hydrant wrench attached to the front nut of the steamer cap. The applicant shall turn the cap nut counterclockwise for about a half a turn. After each applicant, the cap will be retightened to approximately 135 foot pounds of torque.

5. Charged Hose Advance: The applicant will pick up the nozzle and move a 1 3/4 inch charged (i.e. filled with water) hose for a distance of 75 feet and set the nozzle on the ground. The end of the hose may be placed over a shoulder or grasped with both hands. The hose will be pre-arranged on the ground in a similar pattern for each applicant.

6. PPV Carry: After advancing the hose line, the applicant will pick up a positive pressure ventilation fan (PPV), carry it a distance of approximately 25 feet and set it on the ground.

7. Ladder Extension: The applicant will then pull the halyard rope until the ladder is fully extended, as confirmed by a test monitor. Applicants must raise the halyard using a hand-over-hand motion and they have to control the lowering of the ladder using a hand-over-hand motion. If applicants drop the ladder, they must repeat the event from the beginning.

8. Stair Climb: After raising and lowering the ladder, the applicant will pick up the hose pack and carry it up a single flight of stairs, place both feet on the second floor landing, turn and descend the stairs, placing both feet on the ground floor, turn and repeat for a total of three ascents and descents while carrying the hose pack. Upon descending the stairs for the third time the candidate will **set** the hose pack on the ground. The applicant will perform this exercise by maintaining control of the hose bundle in an under arm or over shoulder fashion. The applicant is not allowed to skip steps during the ascent or decent portion of the test.

9. Victim Rescue: The applicant will grasp a dummy weighing approximately 150 pounds and drag (not carry) the dummy a distance of 75 feet whereupon timing of the events will stop. The applicant may grasp the dummy by whatever means necessary without the aid of any extra equipment. The dummy shall be dragged head first.

Additional Information

1. The examination will be administered only as weather permits.

2. Before testing begins, conserve energy by sitting and waiting for your turn. The examination is physically demanding and you will need your energy. You may want to stretch your muscles, but do not overexert yourself.

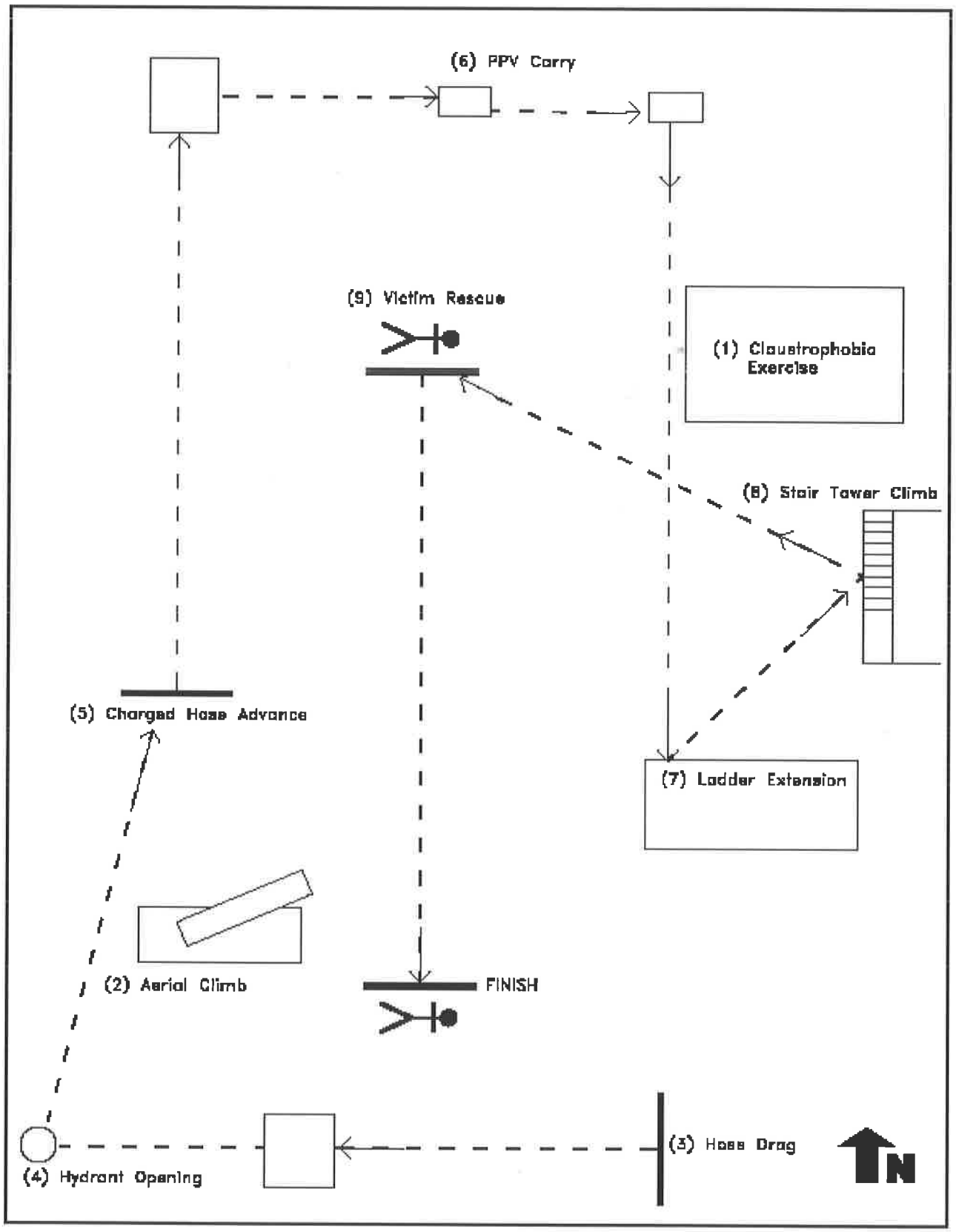
3. Before beginning the test, each applicant will try on the Self Contained Breathing Apparatus (SCBA) and adjust the straps as necessary to ensure it is comfortable. A test monitor will be present to assist with any equipment adjustments.

4. Bunker coat and helmet, which are provided, shall be worn throughout the course of the examination. In addition, applicants are required to wear long pants (e.g. jeans, sweats) and encouraged to wear sport shoes. Applicants are not permitted to wear shorts.

5. The test begins with two un-timed exercises. These are the aerial climb and the claustrophobia crawl. Applicants unable to successfully complete either of these exercises will not be allowed to continue with the testing process.

Applicants able to complete the entire sequence of exercises successfully within 4 minutes and 48 seconds pass the test. In accordance with the Civil Rights Act of 1991, a single cut-off score is used for applicants of both genders and for all ethnicities.

On the following page is a map illustrating the entire test sequence.


(6) PPV Carry
(9) Victim Rescue
(1) Claustrophobia Exercise
(8) Stair Tower Climb
(5) Charged Hose Advance
(7) Ladder Extension
(2) Aerial Climb
FINISH
(4) Hydrant Opening
(3) Hose Drag
N