

Collective Bargaining Agreement
Between the
Cities of Eugene and Springfield, Oregon
And
The International Association of Firefighters,
Battalion Chiefs, Local 851 (IAFF)



EFFECTIVE JULY 1, 2018 – JUNE 30, 2021

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AGREEMENT AND PURPOSE

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

ARTICLE 1

RECOGNITION

- 1.1 The Department recognizes the Union as the sole and exclusive bargaining agent for all members of the Battalion Chief Bargaining Unit, as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment. Covered positions include Battalion Chiefs, Assistant Fire Marshal and the EMS Chief.
- 1.2 The Department agrees not to require any prospective IAFF member to sign a hire agreement which nullifies or modifies any term or condition of this Agreement without the agreement of the Union.
- 1.3 As used in this Agreement, the term "fire suppression employees" are employees qualified as set forth in the Battalion Chief job description and eligible to be assigned as Shift Operations Battalion Chief.
- 1.4 As used in this Agreement, the term "rotational assignment" means switching between a 40-hour and 56-hour assignment. Only fire suppression employees who hold the rank of Battalion Chief are eligible for rotational assignments. Battalion Chiefs promoted prior to July 1, 2018 may not be involuntarily transferred to a rotational assignment.

ARTICLE 2

UNION SECURITY

- 2.1 This Agreement applies equally to all members of the bargaining unit. Members of the bargaining unit who do not join the Union may be charged a fee by the Union for representation in grievance proceedings.
- 2.2 Upon receipt of a completed and signed copy of the form, "Employee Organization Membership Dues Payroll Deduction Authorization Form", the Department will deduct Union dues from wages of the employee. The Department will not be in violation of this provision due to checkoff errors so long as such errors are adjusted no later than the end of the following pay period after notice of the error is received.
- 2.3 The Secretary-Treasurer of the Union will provide the Department with written certification of changes in any amount to be deducted. The Department will adjust the dues deduction in the time provided in 2.2 above.
- 2.4 The Union agrees to hold the Department harmless for any action taken or not taken for the purpose of complying with the provisions of this Article provided that, upon notification of errors, the Department corrects such errors within the following pay period.

ARTICLE 3

DEPARTMENT SECURITY, NO STRIKE, NO LOCKOUT

- 3.1 The Union will not initiate, nor engage in, and no employee(s) will participate, nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The Department will not lock out

employees during the term of this Agreement; however the Department will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the Department's judgment, to warrant continuation of part, or all of, its operations.

- 3.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the Department shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the Department's request in writing.
- 3.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the Department for the unauthorized activity of the employees involved.
- 3.4 In the event employee(s) participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this section, the violating employee(s) shall be subject to disciplinary action which may include discharge.

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

WORK RULES – EXISTING BENEFITS

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

ARTICLE 6

PRODUCTIVITY

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

ARTICLE 7
FIRE SERVICE EFFECTIVENESS

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

ARTICLE 8
UNION REPRESENTATIVES

- 8.1 Designated Union representatives shall be allowed time off without loss of pay, during normal working hours, for the purpose of meeting with the Department for negotiating labor contracts, grievance meetings, joint labor/management meetings, investigatory interviews, arbitrations (up to three representatives), or other similar purposes. A principal officer of the Union shall specify to the Department those members serving as representatives. When management is provided with adequate notice (24 hours or more), union officials, while conducting official union business as designated by the Union president, may be exempt from a specific draft. Management reserves the right to deny the request.
- 8.2 The Union may use the Department's e-mail system for the following purposes:
- a. To communicate with management regarding matters of labor relations or related topics;
 - b. To communicate with management or union employees in order to set or give notice of meetings related to Department/Union issues;
 - c. To inform members of the status or outcome of bargaining, grievances, or issues between the Department and the Union, if it is done in a factual and neutral manner;
 - d. To communicate matters of general interest regarding Union members, the Department or the Department organization (for example, retirements, births, deaths of members or their families); and
 - e. To communicate information regarding an individual member's welfare, as long as it does not violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.
- 8.3 All communications by the Union using the Department's e-mail system will conform to the following standards:
- a. The Union will not use e-mail to provide political information, solicit support for political causes, or raise funds for political purposes;
 - b. The Union will not use e-mail to sell, purchase, or trade private items or property or to raise funds for any purpose. The Union may use e-mail to solicit financial support or leave donations for Union members due to the member's illness or similar circumstances, with prior authorization from the Department;
 - c. The Union will comply with the Department's general policy on use of Department equipment and e-mail, except where the terms of that policy are superseded by the terms of this Agreement. Specifically, the Union recognizes that the Department's e-mail system is the exclusive property of the Department and that any communications or files generated or distributed by the Union on that system may be accessed by the Department, according to the Department's general policies. The Union agrees that all other policies related to use of work time and use of Department property or resources for personal or Union business continue to apply;

ARTICLE 9
SENIORITY, LAYOFF, AND RECALL

- 9.1 Unit seniority means the length of an employee's continuous service since his/her last date of hire to the Department.
- 9.2 Employees who promote into the Battalion Chief Bargaining Unit shall retain seniority established upon hire with the Department. He/she will not lose accrued personal leave or the credit for years of Department service for the purposes of vacation accrual.
- 9.3 Employees who transfer or promote to positions outside the Battalion Chief Bargaining Unit, and who later return to the Battalion Chief Bargaining Unit, shall have a seniority date computed on the basis of the periods of time served in the Battalion Chief Bargaining Unit. Employees may return to a bargaining unit classification provided no bargaining unit members shall be bumped from their current classification.
- 9.4 Classification Seniority means the length of continuous service since the employee's promotion or appointment to a grade or classification. Classification seniority for each grade or classification held continues even though the employee is promoted to a higher grade or classification.
- 9.5 Lay off means a reduction in the work force.
- a. In the event of a reduction in the work force, layoffs shall be made by job classification on the basis of seniority within the affected classification. An employee laid off from his/her job classification will be entitled to bumping rights, as defined in provision 9.6 below.
 - b. Except in the event of an emergency, the Department will notify the Union at least thirty (30) days in advance of layoffs.
 - c. The Department agrees, to the extent practicable, to allow employees to transfer or demote to other open positions, for which they are qualified, in lieu of layoff.
- 9.6 Bumping means the displacement of an employee in a classification at a lower salary range by an employee with more seniority.
- a. In the event of a work force reduction, BC Bargaining Unit members to be laid off from a job classification may elect to bump into a lower classification in the Department provided:
 - i. the employee is qualified to perform the job duties of the classification at a lower salary range; and,
 - ii. the person displaced has less seniority than the person displacing him/her.
 - b. Employees bumping to a position they have not held in the past twenty-four months shall serve a six (6) month probationary period. Employees transferring or demoting to a classification not held previously shall serve the specified probationary period for the position.
 - c. Employees bumping to a position, for which they have not completed the initial probation, must complete the remaining portion of the probations period for that classification. If they do not successfully complete probation, they will be allowed to bump to the next lower classification held.
- 9.7 Recall: Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. If the employee has not been recalled within the twenty-four (24) month period, he/she will be no longer considered for recall. Employees shall be called back in seniority order.
- a. Employees may be offered recall to other classifications for which they meet minimum qualifications. If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.

- b. It is the responsibility of employees on layoff status to maintain a current address on file with the Department. The Department will notify employees of recall in person, by telephone, or, if necessary, by certified letter mailed to the employee's last address on file. Any employee who declines recall to the last classification held, fails to contact the Department within fourteen (14) calendar days of notice, or fails to report for work within thirty (30) calendar days of notice shall be removed from the recall list and considered to have terminated employment with the Department. The Department may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff.
- c. If an employee is recalled within twenty-four (24) months, his/her unit seniority will be protected and he/she will be given unit seniority credit for the time he/she was laid off.
- d. If an employee bumps into a lower classification or voluntarily transfers or demotes in lieu of layoff, he/she will have recall rights to his/her former classification. In these situations, employees will be recalled in classification seniority order. The twenty-four (24) month time frame for recall will not apply to this type of recall.

9.8 Probation: The entry probationary period is twelve (12) months.

- a. In exceptional circumstances, the probationary period may be extended. When extending probation, the Department shall give the employee written notification, with a copy to the Union. Entry probationary employees are not regular and serve at the pleasure of the Department and may be disciplined or discharged without recourse to the grievance procedure.
- b. External hires or promotions within the unit are subject to a twelve (12) month probationary period, with extensions in special circumstances. If an employee who has been promoted does not successfully complete probation, he/she will be moved back to the classification he/she held prior to promotion provided the position is vacant and available.

9.9 Recruitment Efforts: Recruitment efforts for vacant bargaining unit positions shall remain a management right. Each vacant bargaining unit position shall be posted internally. The decision to post a vacant bargaining unit position externally shall be at the discretion of the Department. The Department shall be free to recruit and hire candidates from outside the bargaining unit.

9.10 An employee loses seniority if he/she:

- a. Voluntarily quits work or retires;
- b. Is discharged;
- c. Fails to return from layoff to the last classification held within thirty (30) days following the request to do so; or
- d. Is laid off for more than twenty-four (24) months.

9.11 Failure to report for three (3) consecutive working days without authorization or notice shall be considered a voluntary termination unless the Department determines to the contrary or the employee shows good cause for the failure to make the required notice.

9.12 Preference in vacation scheduling within a work section and/or shift is by bargaining unit seniority.

ARTICLE 10

ROTATIONAL ASSIGNMENTS

10.1 The assignment of Logistics Chief will be rotational as specified in Article 1.4. The position will be opened to current Battalion Chief, EMS Chief and Assistant Fire Marshal employees. If there are no volunteers, the position will be opened to employees on the current Battalion Chief promotional list. These steps will be completed before

the position is opened as set forth in Article 9.9. If the Department opens recruitment, internally or externally to applicants who do not meet the definition of fire suppression employees those applicants will be non-rotational.

- 10.2 The assignment of Battalion Chief of Training will be a rotational position filled as specified in Article 1.4. If there are no voluntary, internal BC applicants the position will be opened to employees on the current Battalion Chief promotional list. These steps will be completed before the position is opened as set forth in Article 9.9. If the Department opens recruitment, internally or externally to applicants who do not meet the definition of fire suppression employees those applicants will be non-rotational.
- a. The rotational assignments will be for a minimum commitment of two years. The transitions of BC assignments shall be coordinated. Timing considerations include but are not limited to: current projects, employee career goals, organization requirements, etc. If a BC rotating back to an Operations assignment displaces a BC promoted after July 1, 2018 then the BC with the lowest classification seniority will have the option of accepting a rotational assignment or returning to their previous rank with recall rights to a BC position when available.
 - b. Employees promoted to the rank of Battalion Chief who are involuntarily returned to their former rank, unless it is done as a result of performance covered under Article 9.8 (b), will maintain recall rights.
 - c. If the applicant selected to fill a rotational assignment is from the BC promotional list, the applicant will have up to 180 days in the Operations BC position before assuming their rotational assignment. A current Operations BC will temporarily be assigned to the rotational assignment for up to 180 days subject to Article 1.4.
 - d. Only fire suppression employees are eligible to work shift coverage overtime.
 - e. Non-fire suppression employees are not eligible to fill a Battalion Chief position.

ARTICLE 11

OUTSIDE EMPLOYMENT

- 11.1 Employees employed other than with the Department must, as soon as reasonably practical, advise the Department of such employment on forms provided by the Department for that purpose. For purposes of this Article, employment includes all paid employment, ongoing self-employment, volunteer firefighter, and reserve law enforcement officer. The completed form should be turned in to the employee's supervisor. Such employment must:
- a. Be compatible with the employee's Department work;
 - b. In no way detract from the efficiency of the employee's Department work;
 - c. In no way be a discredit to Department employment; and
 - d. Not take preference over extra duty required by Department employment.
 - e. The Department may, upon reasonable grounds, revoke permission to hold outside employment at any time based upon the criteria outlined above in 11.1.

ARTICLE 12

HOURS AND OVERTIME

- 12.1 As used in this Article:

- a. Overtime means those hours worked in excess of an employee's assigned shift for any of the following reasons: shift vacancy coverage, non-emergency or emergency overtime as defined in this article, or any special overtime as defined in this article.
 - b. Emergency Overtime means those hours worked for fire or other emergencies which require the notification of additional personnel responding from off-duty to augment on-duty personnel or to maintain minimum staffing levels when on-duty employees are involved in emergency situations.
 - c. Draft means an involuntary assignment to work overtime.
 - d. Non-emergency overtime means all those approved overtime hours worked which are not emergency overtime.
- 12.2 Overtime will be rounded to the nearest tenth (1/10) of an hour. Qualified overtime hours are paid at the rate of time and a half.
- 12.3 The work week for fire suppression personnel will consist of a fifty-six hour work week (twenty-four [24] hours on/forty-eight [48] hours off).
- a. The work week for all other personnel in the bargaining unit will be a forty (40) hour work week, normally consisting of five (5) days, eight (8) hours per day. Nothing herein prevents the Department from assigning employees to work forty (40) hour schedules on a temporary basis for such things as special assignments, training, or light or modified duty assignments. Nothing herein prevents the implementation of alternative work schedules. The Department agrees to notify the Union fifteen calendar days prior to implementation, and the Union may request to bargain the impact of the alternative schedule.
- 12.4 Forty (40) hour employees working overtime assignments on the line will receive the appropriate base twenty-four (24) hour shift employee wage rate.
- 12.5 Mandatory and voluntary trainings and their associated compensation will be considered on a case-by-case basis and will be at the discretion of the Deputy Chief.
- 12.6 The Department determines when overtime is to be worked and in what classification, consistent with good safety standards. For emergency overtime, or when no one accepts voluntary, non-emergency overtime, the Department has the right to require an employee to report to work. (Note—exceptions to this are listed in the Department policy manual.)
- a. For fire suppression employees, overtime will be offered on a rotational basis from the appropriate overtime list. Overtime will be offered to eligible employees as listed on the roster unless special skills are required to perform the work. Overtime hours will be capped at 1,000 hours annually. Overtime earned as set forth in subsection d) will not be counted for purpose of the OT cap. For procedures regarding overtime hiring, see the Department policy manual. The Department agrees to notify the Union and negotiate changes to these policies that involve mandatory subjects of collective bargaining.
 - i. If in the future acting in capacity (AIC) is used to cover roster vacancies for the BC classification, subsection 12.6.a.ii and subsection 12.6.b. will be void and the Chief Officers will no longer be eligible for work shift coverage overtime.
 - ii. Chief Officers (Division/Deputy) who meet the following criteria will be eligible to work shift coverage overtime.
 - (1) The Chief Officer must have worked for the Department as a fire suppression employee and have met the minimum requirements of the ESF Battalion Chief (Shift) position or;
 - (2) The Chief Officer must have worked in a shift operations assignment at a Battalion Chief equivalent rank for at least two (2) years and have been employed by Eugene/Springfield Fire (ESF) for at least one (1) year; and,
 - (3) The Chief Officer meeting the criteria of (1) or (2) above must be currently certified as a Blue Card Incident Commander or the current ESF equivalent.

- (4) Chief Officers working shift coverage overtime will be compensated at the Battalion Chief fifty-six (56) base hourly overtime rate.
 - b. For the purposes of determining hiring order all overtime hours will be tracked by the actual hour's accumulated while working overtime. Overtime will be offered first to fire suppression employees unless they have seventy-two (72) hours more than a Chief Officer who is signed up to work. Individuals who entered their name on any overtime list will have their individual overtime standing determined by the total amount of overtime hours worked. This overtime count will also include any hours accumulated as a result of being drafted. In the event there is an equal amount of overtime hours worked between two or more signed up employees, seniority will then be the determining factor.
 - c. Overtime hours earned on Thanksgiving, Christmas Eve, and Christmas Day will not be added to the employee's overtime hours total. Hiring priority on these days will be determined by department seniority regardless of OT count. This includes regularly hired overtime as well as drafts. If drafted, the employee will receive a draft count as usual.
 - d. Overtime due to State of Oregon Conflagration activations or State of Oregon Incident Management Team (IMT) activations will be recorded as one 24 shift in the overtime roster regardless of the actual overtime hours earned. If the activation is less than 24 hours then the actual hours worked will be recorded in the overtime roster.
- 12.7 If no one voluntarily agrees to work a non-emergency vacancy, the least senior employee based on bargaining unit seniority may be drafted to work.
- a. If an employee is working Christmas Eve, the Department will attempt to hire overtime or draft off duty personnel before drafting the off going personnel for Christmas Day.
 - b. If an employee is scheduled to work Christmas Day, they will not be eligible to be drafted on Christmas Eve.
- 12.8 Emergency overtime pay is a guarantee of a minimum of four hours of overtime. Employees will receive emergency pay when called back to work outside their regular work schedule, except when the hours worked are contiguous with an employee's shift. When the hours worked are contiguous with the employee's shift, overtime will be paid only for the actual additional hours worked in an emergency capacity.
- 12.9 A flat rate of 0.5 hours of overtime compensation or compensatory time will be granted, at a rate of 1:1.5, for each shift transfer occurrence outside of the normal work shift.
- 12.10 The Deputy Chief or Fire Marshal may assign Special Project Assignments to Battalion Chief Bargaining Unit Members. When new Special Project Assignments are assigned, the Deputy Chief or Fire Marshal who oversees that work will communicate the parameters of the assignment such as scope, expected duration, and hours required. With pre-approval, time spent working on a Special Project Assignment outside of regular shift hours will be compensated at one and a half (1.5) times the hourly pay rate. Special Project Assignments include event staffing, after business hours event or business inspections, and/or supervision of the Department's Special Teams such as Hazardous Materials, Confined Space and Water Rescue Teams. Special Project Assignments may also include standing meetings or limited duration projects including but not limited to, apparatus specification and purchase, CAD implementation and eLog update. The Battalion Chief Bargaining Unit Member assigned a Special Project Assignment will document all additional hours worked in the payroll system.
- 12.11 Employees may state a preference in payment for overtime worked as either monetary compensation or compensatory time off or an equal split of the two options. The Department will consider the employee's preference in acting on the request. If the employee's preference cannot be met, the Department will give reasonable notice of the method of compensation. However, the Department will not mandate that an employee accept compensatory time in lieu of overtime. Employees may elect to take up to twenty-four (24) hours per pay period of accrued compensatory time as pay in lieu of time off.
- 12.12 Forty (40) hour week employees may accrue up to one hundred twelve (112) hours of compensatory time; twenty-four (24) hour shift employees may accrue up to one hundred fifty-six (156) hours of compensatory time. Compensatory time earned in excess of the maximum amount shall be paid off automatically at the end of the pay period in which it is earned at the employee's current wage rate, unless the Division Manager grants approval to exceed the maximum accrual amount.

- 12.13 If a request is made to use compensatory time off, it will be granted within a reasonable period, subject to the needs of the department.
- 12.14 Employees assigned to a twenty-four (24) hour shift schedule may not work more than ninety-six (96) consecutive shift hours, including regular shift, overtime, and trade time. This time does not include holdover time, time while working at an incident or waiting for relief, or time performing non-shift work such as training, staffing for hiring processes, or committee work. Exceptions to the hours limit may be granted by management when necessary to maintain adequate staffing after drafting options have been exhausted. Time limits may be waived for conflagration deployments, which provide for regular rest periods:
- a. If working overtime or a trade, when combined with regularly scheduled shift hours, would cause an employee to exceed the ninety-six (96) hour limit, the employee is not eligible for overtime or trade and must decline it.
 - b. Employees who have worked the maximum number of hours must have a minimum of twelve (12) hours off before being eligible to work. Exceptions to the minimum time off may be granted by management when necessary to maintain adequate staffing after drafting options have been eliminated.
- 12.15 Hours worked beyond regular work assignments due to outside contracts such as concerts, conflagration and/or ball games shall be compensated at the overtime rate.
- 12.16 The Assistant Fire Marshal (AFM) can be assigned to be available for on call status to do Fire Investigations and/or any need as directed by the Fire Marshal. When working as a lead fire investigator, or while working as the secondary investigator, the following provisions will apply:
- a. When directed by the Fire Marshal the AFM can be designated to be on standby status while off-duty, be subject to a call to duty and be required to be continuously available to the Department by telephone or other telecommunications device during a specified period of time. Any time spent on standby status will be compensated at the rate of one (1) hour of regular base pay for each eight (8) hours of standby. Compensation will be calculated by dividing the total number of hours on standby by eight (8), rounded to the nearest tenth (1/10th) of an hour.
 - b. Generally, the AFM will not be required to be on standby status unless there is a compelling business reason to do so.
 - c. The AFM will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay.
 - d. Emergency callback pay will begin at arrival of the pre-assigned reporting location.
 - e. The AFM when on standby status must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification.
 - f. The AFM when assigned to standby status will be allowed to take a Department vehicle home, so he/she will be able to respond directly to the incident location.

ARTICLE 13

CONVERSION OF WAGE AND LEAVE ACCRUALS

- 13.1 Employees officially transferred from one work period to another work period with different hours for greater than two (2) weeks will have their wages, hours, and leave accruals converted to ensure the same total dollar value for the given leave or time. The conversion factor used for changes from a fifty-six (56) hour work week to a forty (40) hour shift is 1:1.4, or vice versa. As personnel transfer, their accrued time will be converted accordingly to the appropriate ration based on a forty (40) hour work week. This will provide those employees the same time off as allowed other employees on the same shift with the same accrual. When a conversion process is initiated, the Union will be given notice by email or hard copy, that such action has been initiated.

- 13.2 In the event alterations in an individual employee's shift or scheduled results in insufficient compensable hours to maintain their regular base salary for the pay period in which the shift or schedule changes occurs, the Department will make up the resulting difference in pay for that pay period. Shift or schedule changes may include but are not limited to:
- a. Changing from daylight savings to standard time.
 - b. Moving an employee from regular to light duty alternate schedule or vice versa.
 - c. Moving from A to B or C shifts, B to C or A shifts, or C to A or B shifts.
 - d. Academy style training schedules.
 - e. Moving from forty (40) to fifty six (56) hour schedule or vice versa.

ARTICLE 14

ACTING IN CAPACITY AND Licensure, AND INCENTIVE PAY

14.1 Acting-in-Capacity (AIC)

- a. AIC occurs when there is an operational need to fill a temporary vacancy in a higher classification. AIC assignments shall be voluntary. AIC is given to employees when they assume the duties and responsibilities of a higher classification for a temporary period of time. The employee must meet the minimum qualifications for the assigned classification and must perform the majority of work in the assigned classification.
- b. Bargaining unit members who are acting in the capacity of a higher classification will receive a five percent (5%) base wage increase while working in an AIC assignment. The pay increase is effective after ten (10) consecutive calendar days of assignment in the higher classification. If the AIC assignment is for more than ten (10) consecutive calendar days, AIC pay starts on the first day of the assignment.
- c. During an AIC assignment, any time spent on the AIC duties outside of the employee's regularly assigned shift or work day will be compensated at time and a half as outlined in Article 12.2. This will apply to any AIC regardless of the length of the assignment.

14.2 License Pay

- a. Fire suppression employees who are "in good standing" with the Oregon Health Authority as defined by OAR 333-265-000 in designated, relevant classifications shall receive a dollar adjustment calculated on Battalion Chief base wage in the following percentages:
 - Two percent (2.0%) for EMT-B license;
 - Three percent (3.0%) for AEMT license;
 - Four percent (4.0%) for EMT-I license;
 - Six percent (6.0%) for EMT-P license
- b. The EMS Chief shall receive a dollar adjustment calculated on the EMS Chief base wage of six percent (6%) for maintenance of Paramedic license.
- c. Any action by the Department that results in stoppage or adjustment of licensure pay will be subject to "just cause" and "due process" as set forth in this agreement. Any dispute regarding such actions will be resolved as outlined in Article 30.
- d. Prior to the submission of an E-4 form to Oregon Health Authority, reducing an EMT's scope of practice, the circumstances will be reviewed by a Deputy Chief or designee. The effected EMT will have seven (7) calendar days from notification to provide additional information.

14.3 Bilingual Pay

- a. To be eligible for the bilingual pay program, employees must meet the minimum mandatory standards prior to the bilingual pay being awarded.
- b. Bilingual pay for IAFF BC represented employees will be included in the gross wages reported to PERS.
- c. To qualify for bilingual pay, an employee must demonstrate fluency in an eligible language (e.g., Spanish, American Sign Language or other appropriate language), as determined by the Department in its sole discretion, and must successfully pass a fluency examination administered by the City of Eugene's Human Resources Division. The process will be used equally for IAFF BC represented employees regardless of which city employs them. The fluency examination will be administered quarterly for new employees or employees wishing to re-test. Employees who do not pass the examination may re-test only once per year.
- d. Effective with the signing of this contract, subject to the testing requirements stated above, bilingual pay for eligible employees, will be paid at five percent (5%) above base wages, effective the first pay period following the testing process and documented acceptable level of fluency.
- e. If an employee is no longer proficient in the language they are receiving premium for, the employee will no longer receive the bilingual pay. Once an acceptable level of fluency has been demonstrated, re-evaluation will not be required more frequently than once in a three year period.
- f. The City retains the right to contract out bilingual services as deemed necessary.

ARTICLE 15

UNIFORMS

15.1 All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the Department.

- a. The Department will supply fire suppression and training personnel with the following items:
 - 3 Black House uniform shirts
 - 2 short sleeve, 1 long sleeve (uniform shirts shall not be worn in immediately dangerous to life and health (IDLH) atmospheres, unless they meet NFPA 1975 standards)
 - 4 House uniform pants (meets NFPA 1975)
 - 7 T-shirts (meets NFPA 1975)
 - 5 short sleeve, 2 long sleeve (either crew or mock turtle neck)
 - 3 Sweatshirts (at least 95/5% heavy-weight cotton)
 - 1 Ball cap
 - 1 Belt
 - 1 Tie
 - 1 Water-resistant coat, and liner
 - 1 Pair of approved boots
 - 1 Flashlight
 - 2 sets of turnouts
 - 1 Full Class A uniform (includes a white long sleeve uniform shirt)
- b. The Department will provide Fire Prevention and EMS employees with the following items:
 - 6 Black House uniform shirts
 - Short and/or long sleeve shirts, the employee's choice
 - 4 House uniform pants
 - 3 Black polo shirts
 - 4 t-shirts
 - 2 Sweatshirts (at least 95/5% heavyweight cotton)
 - 1 Ball cap
 - 1 Belt
 - 1 Tie

- 1 Water-resistant coat, and liner
- 1 pair of approved boots
- 1 full set of turnouts
- 1 Full Class A uniform (includes a white long sleeve uniform shirt)

15.2 The Department will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will be required to purchase a replacement item from the Department. The Department has the authority to determine if, and when, replacement of any uniform item is required.

- a. If an employee cannot be fitted with the regulation boot, he/she will be provided with an alternate boot selected by the Department. An employee may elect to purchase a more expensive boot. If he/she chooses to do so, he/she will be reimbursed an amount equal to the cost of the regulation boot by the Department. Any boot selected must be similar in appearance to the regulation boot and meet all department standards.
- b. If health or fit problems still exist after a reasonable attempt to find an approved boot has been made, the Department will provide a safety shoe after the employee provides written medical documentation from a podiatrist.

15.3 When an employee transfers or terminates from a uniformed position, he/she is required to turn in to the Department all uniform items except footwear. If an employee has purchased any additional uniform item, he/she will not be required to turn it into the Department. The Department has the right to reissue any uniform item, except footwear.

15.4 New employees will be issued all contract uniform items prior to being placed on shift.

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

ARTICLE 16

VACATION, HOLIDAY, AND PERSONAL LEAVE

16.1 For Battalion Chief Bargaining Unit members employed by the City of Eugene, the accruals may vary from one pay period to the next based on the regular hours worked or whether the employee is in a paid status during the pay period. For Battalion Chief Bargaining Unit Members employed by the City of Springfield, the same number of hours is accrued each pay period. Accrued vacation and holiday leave may not be used until the completion of the pay period in which it is earned. Employees are not eligible to use vacation and holiday leave until they have been employed for six (6) consecutive months.

- a. Effective January 1, 2014, vacation and holiday accruals for 24-hour shift employees will be combined as outlined in the tables below
 - i. The Vacation and Holiday leave accrual amounts listed in the table below include vacation, shift holiday, and management vacation hours previously received by exempt status non-represented employees in the Battalion Chief Bargaining Unit.
 - ii. Twenty-four (24) hour shift employees, who are temporarily assigned to forty (40) hour week schedules such as the Battalion Chief's assigned to Training, or Logistics, light duty positions, or special forty (40) hour assignments, shall have their accruals converted per Article 13 of the contract.

24-HOUR SHIFT EMPLOYEE VACATION/HOLIDAY ACCRUAL TABLE

Length of Continuous Service in Years	Accrual Per Hour	Hours Accrued per Pay Period	Hours Accrued Annually (Max)*	Max 1.5 X Annual Accrual
0-1 Years (0-23 months)	0.13186	14.769	384	576

2-4 Years (24-59 months)	0.14011	15.692	408	612
5-9 Years (60-119 months)	0.14835	16.615	432	648
10-14 Years (120-179 months)	0.15659	17.538	456	684
15-18 Years (180-227 months)	0.16484	18.462	480	720
19-22 Years (228-275 months)	0.17308	19.385	504	756
23-25 Years (276-311 months)	0.18956	21.231	552	850**
26 Years and over (312 months +)	0.20604	23.077	600	900**
*Based on 26 pay periods per year, 112 hours per pay period.				
**Except for employees in PERS Tier 1. The cap for those employees is 900 hours (23-26 years of service) or 950 hours (over 26 years of service). Springfield employees with an extra vacation bank will be allowed to maintain those hours in addition to the max cap for purposes of 16.2 and 16.3.				

**24-HOUR SHIFT EMPLOYEES WHO ARE TEMPORARILY ASSIGNED TO A FORTY (40)
HOUR WEEK VACATION/HOLIDAY ACCRUAL TABLE**

Length of Continuous Service in Years	Accrual Per Hour	Hours Accrued per Pay Period	Hours Accrued Annually (Max)*	Max Annual Accrual
0-1 Years (0-23 months)	0.09419	10.549	274	411
2-4 Years (24-59 months)	0.10008	11.209	291	437
5-9 Years (60-119 months)	0.10597	11.868	309	463
10-14 Years (120-179 months)	0.11185	12.527	326	489
15-18 Years (180-227 months)	0.11774	13.187	343	514
19-22 Years (228-275 months)	0.12363	13.846	360	540
23-25 Years (276-311 months)	0.13540	15.165	394	607**
26 Years and over (312 months +)	0.14717	16.484	429	643**
*Based on 26 pay periods per year, 112 hours per pay period.				
**Except for employees in PERS Tier 1. The cap for those employees is 900 hours (23-26 years of service) or 950 hours (over 26 years of service). Springfield employees with an extra vacation bank will be allowed to maintain those hours in				

addition to the max cap for purposes of 16.2 and 16.3.

- b. Vacation accrual will be based on the following schedule for forty (40) hour employee classifications.
 - i. Vacation accrual amounts set out in the table below include vacation and management vacation hours previously received by exempt status non-represented employees in the Battalion Chief Bargaining Unit.
 - ii. Regular, part-time employees who work at least twenty (20) hours a week, but less than forty (40) hours per week, will be credited with vacation on a pro-rata basis
 - iii. Excludes shift employees temporarily assigned to forty (40) hour week schedules.

40 HOUR WEEK EMPLOYEES VACATION ACCRUAL TABLE

Length of Continuous Service in Years	Accrual Per Hour*	Hours Accrued per Pay Period	Hours Accrued Annually (Max)*	Max Accrual
0-1 Years (0-23 months)	0.073075	5.846	152	304
2-4 Years (24-59 months)	0.080775	6.462	168	336
5-9 Years (60-119 months)	0.092313	7.38504	192	384
10-14 Years (120-179 months)	0.103850	8.308	216	432
15-18 Years (180-227 months)	0.111538	8.92304	232	464
19-23 Years (228-287 months)	0.119225	9.538	248	496
24 Years and over (288 months +)	0.130775	10.462	272	528
*Based on 26 pay periods per year, 80 hours per pay period.				

- 16.2 As of the end of the pay period including March 1 of each year, employees' vacation and holiday leave balances shall be no greater than the Maximum Accrual column in the above tables. All excess time must be taken before the end of the pay period including January 1. See tables in 16.1
 - a. If an employee who is over the maximum vacation or holiday leave time has attempted but been unable to schedule time off prior to the end of the pay period that includes January 1, the Department may assign the employee to take off the next available date(s).
 - b. Employees, who are unable to take scheduled vacation or holiday leave due to an illness or injury and who will exceed their maximum allowed vacation or holiday leave time, may be granted an exception for a sufficient period of time to allow for the leave to be taken.
- 16.3 Upon termination, employees will be compensated for all accrued vacation and holiday leave hours not to exceed the Maximum Accrual column in the above tables. See tables in 16.1.
- 16.4 Members of the bargaining unit whose regular work week is forty (40) hours are eligible for paid time off on the following designated Department holidays subject to the provisions below:

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

*Observed on preceding Friday if it falls on Saturday, following Monday if it falls on Sunday.

- a. To qualify for holiday pay, an employee must work or be on paid leave the last scheduled work day before, and the first scheduled work day after the holiday or have been on authorized protected leave.
 - b. Employees who, with supervisory approval, work on a holiday listed above as part of their regular work week shall, at the discretion of the supervisor, be granted an "alternate" day off to be taken within the following 60 days. There is no cash-out option for "alternate" holidays.
 - c. Holidays which occur during vacation or sick leave will be coded as holiday leave.
- 16.5 In this Article the term "hours worked" means all regular hours worked (excluding overtime), paid vacation time, recognized holidays, paid sick leave taken, compensatory time taken, and time off up to one-hundred eighty (180) days in an employment year chargeable to an occupational disability if the employee is continued on full pay for that period.
- 16.6 Shift personnel will be credited with sixty (60) hours of personal leave the first full pay period in March of each year. Personal leave can be used at the employee's discretion. Shift personnel shall use the same procedure for using personal leave as currently used for sick leave. Use of personal leave will not be allowed on Christmas Eve, New Year's Eve and observed holidays as specified in 16.4 with the exception of Martin Luther King Jr Day and Presidents day. Personal leave can only be used in blocks of twelve (12) hours. Personal leave has no cash value at separation and/or retirement. Unused personal leave will be rolled over into the employee's "City" sick leave bank at the end of the pay period that includes March 1 of each year.
- a. Upon hire, new employees will be credited with a prorated amount of personal leave based on the time period between hire and the following pay period that includes March 1, however new employees are not eligible to use personal leave until they have been employed for six (6) consecutive months.
 - b. Employees on 40 hour schedules are not eligible to use personal leave. With the exception of protected leaves, shift employees temporarily assigned to a 40-hour work week who have an existing PTO bank will have their existing PTO bank frozen. When those employees return to shift work, the PTO bank will be available for use.
 - c. Shift employees temporarily assigned to a 40-hour work week who do not have an existing PTO bank who return to shift work will receive a prorated personal leave amount, effective at the beginning of the pay period, using the same methodology as new employees.

ARTICLE 17

HEALTH AND ACCIDENT INSURANCE

- 17.1 The Department provides medical, dental, and vision care benefits for eligible employees. Cost Shares/premiums will be based on differential rates for single, two-party, and family coverage. Coverage eligibility for new employees will be determined by the policy of the City that hires the new employee.
- 17.2 Battalion Chief Bargaining Unit Members employed by Eugene may select health and accident coverage either under the City Managed Care Plan or the City Health Plan currently in effect for Battalion Chief Bargaining Unit members covered by this contract.

- a. Transfers between the City Health Plan and the managed care health plan are subject to all applicable rules established by the City and the managed care plan. City Health Plan dental and vision care coverage will be provided to employees selecting the managed care health plan coverage.
 - b. All Battalion Chief Bargaining Unit Members employed by the City of Eugene are required to pay a portion of the premium, including employees married to, or the domestic partner of, other City employees where each is covered under the other's plan.
 - c. Battalion Chief Bargaining Unit Members employed by the City of Eugene are required to pay five percent (5%) of the total cost of the premium for health insurance, based on a tiered rate (single, two-party, and family).
- 17.3 Battalion Chief Bargaining Unit Members employed by the City of Springfield are covered by the Health Incentive Medical, Vision and Dental Plan (HIP) of the City of Springfield.
- a. Battalion Chief Bargaining Unit Members employed by the City of Springfield are required to pay five percent (5%) of the total cost of the cost share for health insurance, based on a tiered rate (single, two-party, and family).
 - b. Each month a Battalion Chief Bargaining Unit Member is enrolled in the Health Incentive Plan (HIP) the City of Springfield will contribute \$100 for a single coverage or \$200 for an employee with eligible dependents to a Health Reimbursement Account (HRA). Employees with dependents that are covered by another insurance plan may opt for single coverage under the HIP and still receive the \$200 HRA contribution.
 - c. In lieu of a second plan option for City of Springfield employees, the City will provide employees health services at the City's Health Clinic at limited or no cost to employees and their dependents.
 - d. City of Springfield employees who meet the requirements set forth in the May 1, 2018 version of Administrative Regulation 03-03-02 will be eligible for health insurance premium stipend and other benefits as outlined in the policy.
- 17.4 The Department shall provide a Department-paid Employee Assistance Program to provide individual, family, career, and other counseling services. Participation in the program shall be voluntary. The same provider may be used by the Department for a wide variety of services, including, but not limited to, training, work group intervention, mediation, and critical incident debriefs. These work-site related services are not part of the "Employee Assistance Program" as defined by this provision.
- 17.5 The Department may, at its sole discretion, offer Department-wide wellness programs in addition to the insurance coverage and benefit levels provided under the Department's health insurance plan(s). Wellness programs would not reduce benefits, but would be a voluntary addition or alternative to existing health insurance coverage. The scope of such wellness programs will also be determined at the sole discretion of the Department. Wellness programs may be made available to all employees and dependents or a definable group in a specific situation, such as individuals with specific diagnosis. Participation in wellness programs will be anonymous unless the programs requires enrollment through the Department. Participants will always be notified in advance when anonymity cannot be maintained. Initiation or continuation of any wellness programs will be at the sole discretion of the City, and may be discontinued in whole or part by the Department at any time. The Department's participation in wellness programs will not set a precedent.

ARTICLE 18

LIFE INSURANCE

- 18.1 The City shall provide a term life insurance benefit and an accidental death and dismemberment benefit at a scheduled amount rounded off to the nearest thousand which will be one (1) times the employee's current annual base salary plus Emergency Medical Technician (EMT) certification pay up to a maximum of two hundred thousand dollars (\$200,000.00), or two (2) times for accidental death. The Department will also continue to offer supplemental life insurance coverage for employee purchase if offered by the employer's life insurance carrier.

- 18.2 For employees age seventy (70) or over, this benefit will be reduced to sixty-five percent (65%) of the full amount. For employees age seventy-five (75) or over, the benefit will be reduced to forty-five percent (45%) of the full amount.

ARTICLE 18

INDUSTRIAL ACCIDENT AND ILLNESS

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

ARTICLE 20

WAGES AND SALARIES

- 20.1 Wages covered by this Agreement effective the beginning of the week that includes July 1, 2018 shall be in accordance with Appendix A-1 Salary Schedule, which reflects a two and one half percent (2.5%) increase over the January 1, 2018 wages for all classifications.
- a. Effective the beginning of the week that includes January 1, 2019, wages for all classifications covered by this Agreement shall be increased by one percent (1.0%) over the previous year's salaries, as reflected in Appendix A-1 Salary Schedule.
 - b. Effective the beginning of the week that includes July 1, 2019, wages for all classifications covered by this Agreement shall be increased by two and one half percent (2.5%) over the previous year's salaries, as reflected in Appendix A-1 Salary Schedule
 - c. Effective the beginning of the week that includes January 1, 2020, wages for all classifications covered by this Agreement shall be increased by one percent (1.0%) over the previous year's salaries, as reflected in Appendix A-1 Salary Schedule
 - d. Effective the beginning of the week that includes July 1, 2020, wages for all classifications covered by this Agreement shall be increased based on the CPI-W Western Region, February 2019 to February 2020 non-seasonally adjusted 12-month average by an amount that is not less than two percent (2%) and not greater than three percent (3%).
- 20.2 Employees hired at, or promoted to, step one (1) of the salary schedule for their classification shall be eligible for a one (1) step merit increase after six (6) months of employment and again at twelve (12) months, and every year thereafter. Employees hired above step one (1) shall be eligible for a one (1) step merit increase after twelve (12) months of employment. Approval for merit increases shall be granted only after a departmental review of the employee's work performance provided the evaluation is satisfactory. Merit increases will be effective the beginning of the pay period that is closest to the employee's merit anniversary date.

- 20.3 Bargaining unit employees who are promoted or reclassified to a classification with a higher salary range will be placed at step one (1) of the range or at the step that provides at least a five percent (5%) increase but no more than a fourteen percent (14%) increase over the employee's current pay.
- 20.4 Employees will be paid on a bi-weekly payroll cycle for hours worked during that pay cycle.
- 20.5 The Battalion Chief Bargaining Unit Members assigned to Training and Logistics shall receive a 5% increase to base wage.

ARTICLE 21 RETIREMENT

- 21.1 During the term of this Agreement, the Department shall participate in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP), as applicable to employees covered by this Agreement. The retirement benefits provided may change during the life of this Agreement if the statutes or administrative rules governing the public employee retirement plans are changed. The City will make employer contributions to the plans as required by law.
- 21.2 As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the Department agrees to withhold six percent (6%) of each eligible employee's salary, as defined by the ORS, as the employee's contribution to the employee's IAP account. Such contributions, although designated as employee contributions, will be paid by the Department to PERS in lieu of such contributions by the employee. Employees do not have the option of choosing to receive the amount of such contributions directly, and paying such contributions directly to PERS instead of having such contributions paid by the Department to PERS.
 - a. The salary schedule in Appendix A-2 will reflect a sufficient pay increase to allow the employer to deduct six percent (6.0%) of salary to send to PERS on behalf of the employee effective the first full pay period of March 2015.
 - b. Effective the first full pay period in March of 2015, each Battalion Chief Bargaining Unit member's compensation will be reduced by six percent (6.0%) to generate the funds needed for the Department to make the employee contributions for the employee.
- 21.3 Increases or decreases in the cost of present retirement benefit levels will be included as wage and benefit costs in determining the total compensation package in any reopeners. Program costs are established by the PERS Board and its actuary.
- 21.4 All members of the Battalion Chief Bargaining Unit may participate in one or more of the Department's offered deferred compensation plans, subject to applicable contribution requirements. The Department's contribution to the Battalion Chief's Bargaining Unit Member's deferred compensation accounts will discontinue effective the first full pay period of March 2015.

ARTICLE 22 SICK LEAVE

- 22.1 The Cities will continue to maintain two (2) separate sick leave banks. The "City Bank" and the "PERS Bank". Bargaining unit members will be credited with sick leave as follows:
 - a. Members of this bargaining unit shall accrue ninety-six (96) hours of sick leave annually that will accrue in both the "PERS Bank" and the "City Bank". Sick leave will accrue each pay period and accruals may vary from one pay period to the next based on the base hours worked or whether the employee is in a paid status during the pay period.

- b. Regular part-time employees working at least twenty (20) hours per week, but less than forty (40) hours, will receive sick leave credit on a pro-rata basis. Part-time employees with a regular work schedule will code sick leave hours according to the scheduled hours to be worked that day.
 - c. Upon hire, employees will be credited with their first twenty-six weeks of sick leave accruals. No further sick leave will accrue until after twenty-six weeks of employment. If an employee leaves employment during their first twenty-six weeks, the value of any sick leave taken beyond that which they would have accrued by their last date of employment will be deducted from their final paycheck.
 - d. Except as noted in 22.1.c, accrued sick leave may not be used until the completion of the pay period in which it is earned without prior supervisor's approval.
- 22.2 In the PERS bank there will be a limit of one thousand eight hundred ninety-four (1,894) hours on the amount of sick leave time that can be accrued for forty (40) hour week employees and a limit of two thousand five hundred (2,500) hours on the amount of sick leave time that can be accrued for twenty-four (24) hour shift employees. For both employee groups the sick leave cap in the City bank will be the same as the PERS bank.
- 22.3 The use of accrued sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries. Actual sick leave hours used will be deducted from both sick leave banks. Sick leave pay will not be allowed for disabilities resulting from employment other than with the City.
- 22.4 Forty (40) hour week non-shift employees may use sick leave for medical appointments, with supervisor's approval, if they are unable to schedule the appointment outside of their work hours. Such requests will not be arbitrarily denied.
- 22.5 Employees may use up to twenty-four (24) hours of sick leave per occurrence because of an illness of a family member where the employee's presence is necessary for the care of the family member. "Family member" for purposes of this Article, is defined as the employee's spouse, child, parent or parent-in-law, dependents, other individuals living in the same household. For City of Eugene employees "family members" includes domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage. Exception to the twenty-four (24) hour limit may be made by the Department.
- 22.6 City of Eugene employees who qualify under the City of Eugene's Leave Donation Program may receive time donations in catastrophic circumstances. City of Springfield employees who qualify under the City of Springfield's Leave Donation policy for IAFF-represented employees, included in Appendix D, may receive time donations.
- 22.7 Employees may use accrued sick leave for family medical leave purposes, in accordance with state and federal law.
- 22.8 When requested, the employee must provide a medical release to return to work and/or a doctor's verification of illness satisfactory to the Department's physician. A doctor's verification of illness may be required by the Department for any illness beyond three (3) working days, in cases of frequent use of sick leave, or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. Expenses, if any, resulting from verification of illness or releases to return to work will be the responsibility of the employee.
- 22.9 Verification by an independent medical examination (IME) may also be required in any circumstance in which the Department, on reasonable grounds, judges the employee's health status to constitute an obstacle to performing his/her full range of duties without limitations. When the Department requires an examination under this provision, the Department shall be responsible for the costs of the examination and the employee shall be compensated for his/her time. In the event the Department decides to require an employee to participate in an examination by the Department's physician or an independent medical examination, the employee shall be informed of the decision in writing. Such written notice shall include a statement of the reason(s) for the decision and shall be given in a timely manner. The employee shall cooperate with the Department in scheduling and completing the examination.
- 22.10 Upon retirement, the Cities shall credit the unused sick leave to increase retirement benefits under PERS, as provided in ORS 237.153. For purposes of PERS sick leave fold-in, the sick leave cap in the PERS bank will be 1,894 hours for 40 hour employees and 2,500 hours for 24 hour shift employees. For all twenty-four (24) hour shift employees, the Cities will maintain a separate tracking system for sick leave fold-in purposes in accordance

with PERS guidelines. In the event that PERS changes their guidance for the accrual deductions the contract will be reopened for the purpose of negotiating the sick leave cap for PERS reporting.

- a. Eugene employees shall have no payment of unused sick leave.
- b. For Springfield employees, effective July 1, 2015, there shall be no payment of sick leave at death, retirement or disability retirement, except for employees hired on or before June 30, 2015, as described below.
 - i. Eligible Springfield employees who are members of PERS Tier 1 or Tier 2 shall have any remaining balance between the hours reported to PERS from the PERS sick leave bank and hours in the employee's City sick leave bank shall be paid out up to 480 hours for 40 hour employees and 720 hours for 24 hour shift employees. Payment of sick leave shall only be made upon retirement, disability retirement or as payment to the estate or beneficiary of a deceased employee. Eligibility for disability retirement shall be determined by PERS.
 - ii. Eligible Springfield employees who are members of OPSRP shall have their unused accumulated sick leave balance from their City sick leave bank paid out up to a maximum of 480 hours for 40 hour employees and 720 hours for 24 hour shift employee. Payment of sick leave shall only be made upon retirement, disability retirement or as payment to the estate or beneficiary of a deceased employee. Eligibility for disability retirement shall be determined by PERS.

ARTICLE 23

LONG TERM DISABILITY

The City will provide a long-term disability benefit that conforms to the insuring agreements, as set forth in policy, for bargaining unit members disabled due to off- or on-the-job injury or illness. The long-term disability benefit will insure sixty percent (60%) of the employee's base salary at the time of the disabling injury or illness, up to \$12,500 covered base salary per month (maximum of up to \$7,500 of covered base salary per month). Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. Employees with an accepted claim for long-term disability benefits shall not be terminated, except for just cause, until one (1) year has lapsed from the first day of disability, as determined by the insurance provider. This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week. For part-time employees, the "base salary" will be adjusted on a quarterly basis in the months of April, July, October, and January of each year.

ARTICLE 24

BEREAVEMENT LEAVE

- 24.1 In the event of a death in the immediate or extended family, the Department will grant an employee sufficient time off with pay to make funeral arrangements and to attend the funeral. For the purpose of this Agreement, immediate family is defined by City policy on health insurance coverage.
- 24.2 Forty (40) hour employees may use up to five (5) working days Bereavement leave as the situation warrants (e.g., distance to travel, necessity to make arrangements, etc.). Twenty-four (24) hour employees may use up to two (2) shifts as the situation warrants. All time is to be taken within two (2) weeks of the death, unless an exception is granted by the division manager. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer. Bereavement leave is not charged to sick leave accumulation.
- 24.3 In the event of a death of a person of significance to the employee, the employee may be granted leave of absence of up to two (2) shifts or five (5) working days for forty (40) hour employees. Such leave shall be charged to sick leave.
- 24.4 In some situations, Bereavement leave pay may also be used for Bereavement leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying City-paid Bereavement leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

ARTICLE 25
MILITARY LEAVE

- 25.1 **Annual Training Leave:** An employee with six (6) months' service with the Department who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed one hundred twenty (120) shift hours for twenty-four (24) hour shift employees or eighty (80) hours for forty (40) hour employees in any training year. Employees may use their approved leave time in any increment not less than eight (8) hours. The training year coincides with the federal fiscal year. Employees shall inform the Department of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty for a temporary period, provides them to the Department, and returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

Employees entitled to Military leave may use four (4) additional paid military leave shifts to cover additional National Guard or reserve training leave, including weekend training. This equals an additional ninety-six (96) shifts hour for twenty-four (24) hour shift employees or thirty-two (32) hours for forty (40) hour employees.

- 25.2 **Military Leave While On Active Duty:** Employees called up for active duty will be granted leave without pay in accordance with state and federal laws.
- 25.3 **Retirement:** Any member called to serve our state and/or country who suffer a leave of absence from the Department who is covered by USERRA, upon their return to Department service shall have all regular contributions to the Oregon PERS or OPSRP paid for them by the City within ninety (90) days of their return to City employment.

ARTICLE 26
WITNESS OR JURY DUTY

Employees will be paid full salary when they are required to serve on a jury or are subpoenaed as a witness. All moneys received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the City of Eugene or the City of Springfield. If, as a result of his/her official duties, an employee is required to appear in court as a witness for the Department, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

ARTICLE 27
LEAVE WITHOUT PAY

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

Exceptions may also be granted for chronic, long-term, or catastrophic illnesses which result in the employee exhausting all accrued leave time.

- 27.4 Employees will be granted family leave and parental leave in accordance with state and federal law.

ARTICLE 28

WORK EQUIPMENT REIMBURSEMENT

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

Item	Scheduled Value
Wristwatch	\$100
Stethoscope	\$100
EMT Belt Case *	\$30
Knife/Multi-Purpose Tool	\$100
Cell Phone Credit	\$300
Contact Lenses or Glasses, and/or frames if not covered by Workers' Compensation	\$300
* Reimbursement for EMT belt cases will be for washable fabric cases only	

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

ARTICLE 29

GRIEVANCE PROCEDURE

- 29.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.
- 29.2 The Department and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:
- 29.3 Step 1 – If the attempt to resolve the problem informally is unsuccessful, the employee or the Union shall submit the grievance in writing to his/her immediate supervisor within fifteen (15) days of the occurrence thereof, or of the employee's knowledge thereof. The written notice shall include the facts upon which the grievance is based, the provision of the contract alleged to have been violated, and the remedy sought. The supervisor shall respond to the grievance in writing with a copy to the Union as quickly as possible, but no later than ten (10) days after the grievance is first discussed.

- 29.4 Step 2 – If the grievance is not resolved, within ten (10) days following the response at Step 1, the grievance, along with all pertinent written information, may be submitted to the Chief with a copy to a Human Resources Manager. The Chief or his/her designee shall meet with the Union representative, and a Human Resources Manager, or his/her designee, and shall render a decision within ten (10) calendar days after the close of the meeting.
- 29.5 Step 3 – If the Chief's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step 2 response, according to the following prescribed manner:
- a. A list of seven (7) Oregon members of the American Arbitration Association shall be requested from the State Conciliator. The parties will meet within seven (7) calendar days of receiving the list and will alternately strike one (1) name from the list until only one (1) is left. A flip of a coin will determine which side will strike the first name. The one remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name.
 - b. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. He/she shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute his/her judgment for that of the Department in any instance where the Department is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously in the administrative proceedings. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
 - c. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to ensure confidentiality to the employee.
 - d. As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.
- 29.6 A different supervisor or manager will handle each successive step of the grievance procedure.
- 29.7 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. The Union or the Department may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the Department to submit a reply within the specified time will allow the Union to escalate the grievance to the next step.
- 29.8 As used in this Article, "days" means calendar days.
- 29.9 The Union shall be advised in writing of any grievance settled between the Department and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

ARTICLE 30

DISCIPLINE AND DISCHARGE

- 30.1 No employee who has completed the initial employment probationary period with the Department shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, and discharge. Alternative forms of discipline (e.g. demotion, loss of overtime privileges, etc.) may be used when deemed more appropriate. Discipline

shall normally be progressive, beginning with oral reprimand and proceeding to written reprimand, suspension, demotion, or discharge. Alternate forms of discipline may be used when deemed more appropriate.

- 30.2 If the Department determines there is just cause for demotion, suspension or discharge, the Department shall provide the employee, with a copy to the Union, with written notice of the proposed disciplinary action, the grounds for such action, and the right of the employee to respond either orally or in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least ten (10) calendar days prior to the proposed effective date of the action.
- 30.3 Upon request of the employee, the Department shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.
- 30.4 Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, exceptions may be made when justified by a clear pattern of disciplinary action. The Department reserves the right to the use of such documentation to refute a claim regarding the employee's overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:
- | | |
|---|---------|
| Step 1 - written record of oral reprimand | 1 year |
| Step 2 - written reprimand | 2 years |
| Step 3 – suspension | 4 years |
- a. If subsequent conduct occurs that leads to discipline of a written reprimand or greater during this period of time, all current disciplinary action may continue to be relied on.
- b. Any expired discipline will not be considered by promotion boards or referred to in written performance evaluations.
- 30.2 No information that reflects critically upon an employee shall be placed in a personnel file without the review and the signature of the employee. The employee's signature confirms only discussion and presentation of the document to the employee, and does not indicate agreement or disagreement. The employee or the union (with the employee's signature) has the right to attach a statement of rebuttal to any information placed in the personnel file.
- 30.3 No documentation regarding unfounded complaints shall be placed in an employee's personnel file, used in reviews for promotion, referred to in written performance evaluations, nor relied upon as a basis for discipline or future disciplines.

ARTICLE 31

BATTALION CHIEF EXAMS AND PROMOTIONS

- 31.1 The department shall conduct regularly scheduled promotional exams for Battalion Chiefs. Notification of testing shall occur no less than 90 days prior to date of test.
- 31.2 Posting for vacant positions, Training, Fire Marshal Office, EMS Division, and Logistics Division shall be posted as they occur.
- 31.3 Promotional lists shall remain in full force until the results from the next regularly scheduled exam are announced. The ranked list shall be distributed as soon as possible at the completion of the testing process.

- 31.4 For Battalion Chief exams after July 1, 2018 completion of the development program will be required to be completed before a candidate is eligible to participate in the exam.
- 31.5 If bargaining unit promotional processes opened for outside applicants as set forth in 9.9, if all qualifications are basically equal, internal applicants will be given preference over outside applicants.

ARTICLE 32

STATION FACILITIES

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

ARTICLE 33

SAFETY

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

ARTICLE 34

SUSTENANCE

- 34.1 The Department will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.
- 34.2 For fire suppression employees, the Department will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty, under the following conditions.

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

ARTICLE 35

SUBSTANCE MISUSE TESTING

- 35.1 The Department and Union jointly recognize that drug and/or alcohol misuse by an employee would be a threat to the public welfare and the safety of Department personnel. It is the policy of the Department to attempt to prevent drug and alcohol misuse by providing education and assistance to all employees. Prohibited conduct is outlined below and may be further defined by Department policy.
- a. The use of, or being under the influence of, alcohol shall not be permitted at the work site and/or while on duty or standby.
 - b. The manufacturing, distribution, use of, or being under the influence of controlled substances as defined by the federal Controlled Substance Act (21 U.S.C §812) is prohibited on and off duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed and where its use does not present a safety hazard or otherwise impact an employee's performance or Department Operations. Marijuana is defined as a controlled substance for the purpose of this Agreement, regardless of whether or not the marijuana was prescribed, manufactured, or distributed for medical or recreational purposes.
 - i. Employees who are considering the use of medical marijuana in connection with a disability should discuss with their Supervisor other means of accommodating the disability in the workplace, as the Department will not agree to allow an employee to use medical marijuana as an accommodation.
 - ii. Employees must inform their supervisor about any prescription or over-the-counter drugs they are using which could adversely affect their physical or mental faculties to any perceptible degree.
 - iii. Employees must inform their supervisor if a controlled substance is ingested unintentionally so that appropriate medical steps may be taken to ensure the employees' health and safety. Employees should follow Department policy for reporting the exposure.
- 35.2 All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.

- 35.3 Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job. Reasonable suspicion could include, but is not limited to, observations concerning appearance, behavior, conduct, or speech.
- 35.4 Random or massive testing is prohibited except as specifically provided for in provision 35.8.b of this Article.
- 35.5 No testing may be conducted without the approval of a Fire Department supervisor. When giving notice of testing, the employee will be given brief documentation of the reason for the test. Any subsequent documentation will be given to the employee prior to any action being taken. It shall be the policy of the Department that, whenever possible, before ordering the testing of an employee, supervisors will consult with Human Resources to verify the appropriateness of the testing.
- 35.6 **Testing Procedures:** Samples will be tested for chemical adulteration, alcohol, and controlled substances (drugs). Accepted DOT and/or SAMHSA methods and standards will be employed for the collection of blood and/or urine samples.
- a. Drug and Alcohol Testing Laboratory: The Department and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine will be reported as such.
 - b. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on DOT Rule 49 CFR Part 40 Section 40.87.
 - c. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .03 percent or greater.
 - d. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.
 - i. Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the Department and the Union.
 - ii. Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
 - e. Procedures to be Used When the Blood and/or Urine Sample is Given and Assessed:
 - i. The employee will be transported as soon as possible to the Department's physician's office during normal business hours or to the Department's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - ii. At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
 - iii. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
 - iv. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the Department's designated testing laboratory. If the test is positive

both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.

- v. If the test results exceed the limits specified in 35.6 b and c of this Article, excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results within twenty-four (24) hours after the Department learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 35.6 a of this Article.
- vi. Each step in the collecting and processing of the blood and/or urine specimens shall be documented to establish procedural integrity and chain of custody.
- vii. The Department will bear the cost of all required tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in a false positive, the City will reimburse the employee for the cost of the second sample testing.
- viii. Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- ix. All test results will be evaluated by a suitably trained physician.
- x. Test results shall be treated with the same confidentiality as other employee medical records.

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

35.8 Consequences of Positive Test Results:

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

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

35.10 Employee Rights.

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

- c. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody and the accuracy rate of the laboratory.
- d. If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.
- e. This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the Department arising from the administration of the drug and alcohol testing program

ARTICLE 36 MODIFICATION

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

ARTICLE 37 SAVINGS CLAUSE

- 37.1 The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this Agreement shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.
- 37.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

ARTICLE 38 TERMS OF AGREEMENT – TERMINATION

- 38.1 This Agreement shall be effective as of the date it is signed below and shall be binding upon the Department, the Union, and its members and shall remain in full force and effect through June 30, 2021.
- 38.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 38.3 Therefore, the Department and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Department's direction and control.

SIGNATURES

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____
DAY OF _____, 2018.

City of Eugene

City of Springfield

IAFF Local 851

Jon R. Ruiz
City Manager

Gino Grimaldi
City Manager

Mike Caven
President

Joseph Zaludek

Fire Chief

Chaim Hertz

HR Director

Jeffrey Kronser
Vice President

Keri Beraldo
Human Resources Director

APPENDIX A-1
CURRENT SALARY SCHEDULE

Battalion Chief (Shift)	Step 1	Step 2	Step 3
Annual (HRLY x 2912)	\$106,550.08	\$112,141.12	\$118,081.60
Monthly (Annual / 12)	\$8,879.17	\$9,345.09	\$9,840.13
Bi-Weekly (Hrly x 112 hrs.)	\$4,098.08	\$4,313.12	\$4,541.60
Hourly (5% between steps)	\$36.59	\$38.51	\$40.55

Battalion Chief (40 hour)	Step 1	Step 2	Step 3
Annual (HRLY x 2080)	\$106,558.40	\$112,195.20	\$118,040.00
Monthly (Annual / 12)	\$8,879.87	\$9,349.60	\$9,836.67
Bi-Weekly (Hrly x 80 hrs.)	\$4,098.40	\$4,315.20	\$4,540.00
Hourly (5% between steps)	\$51.23	\$53.94	\$56.75

EMS Chief Assistant Fire Marshal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual (HRLY x 2080)	\$91,249.60	\$95,555.20	\$100,027.20	\$104,748.80	\$109,699.20	\$114,857.60
Monthly (Annual / 12)	\$7,604.13	\$7,962.93	\$8,335.60	\$8,729.07	\$9,141.60	\$9,571.47
Bi-Weekly (Hrly x 80 hrs.)	\$3,509.60	\$3,675.20	\$3,847.20	\$4,028.80	\$4,219.20	\$4,417.60
Hourly (4.5% between steps)	\$43.87	\$45.94	\$48.09	\$50.36	\$52.74	\$55.22

APPENDIX A-2: NEW SALARY SCHEDULE
(EFFECTIVE JULY 1, 2018)

Battalion Chief (Shift)	Step 1	Step 2	Step 3
Annual (HRLY x 2912)	\$109,213.83	\$114,944.65	\$121,033.64
Monthly (Annual / 12)	\$9,101.15	\$9,578.72	\$10,086.14
Bi-Weekly (Hrly x 112 hrs.)	\$4,200.53	\$4,420.95	\$4,655.14
Hourly (5% between steps)	\$37.50	\$39.47	\$41.56

Battalion Chief (40 hour)	Step 1	Step 2	Step 3
Annual (HRLY x 2080)	\$109,222.36	\$115,000.08	\$120,991.00
Monthly (Annual / 12)	\$9,101.86	\$9,583.34	\$10,082.58
Bi-Weekly (Hrly x 80 hrs.)	\$4,200.86	\$4,423.08	\$4,653.50
Hourly (5% between steps)	\$52.51	\$55.29	\$58.17

EMS Chief Assistant Fire Marshal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual (HRLY x 2080)	\$93,530.84	\$97,944.08	\$102,527.88	\$107,367.52	\$112,441.68	\$117,729.04
Monthly (Annual / 12)	\$7,794.24	\$8,162.01	\$8,543.99	\$8,947.29	\$9,370.14	\$9,810.75
Bi-Weekly (Hrly x 80 hrs.)	\$3,597.34	\$3,767.08	\$3,943.38	\$4,129.52	\$4,324.68	\$4,528.04
Hourly (4.5% between steps)	\$44.97	\$47.09	\$49.29	\$51.62	\$54.06	\$56.60

**APPENDIX A-3: NEW SALARY SCHEDULE
(EFFECTIVE JANUARY 1, 2019)**

Battalion Chief (Shift)	Step 1	Step 2	Step 3
Annual (HRLY x 2912)	\$110,305.97	\$116,094.09	\$122,243.98
Monthly (Annual / 12)	\$9,192.16	\$9,674.51	\$10,187.00
Bi-Weekly (Hrly x 112 hrs.)	\$4,242.54	\$4,465.16	\$4,701.69
Hourly (5% between steps)	\$37.88	\$39.87	\$41.98

Battalion Chief (40 hour)	Step 1	Step 2	Step 3
Annual (HRLY x 2080)	\$110,314.58	\$116,150.08	\$122,200.91
Monthly (Annual / 12)	\$9,192.88	\$9,679.17	\$10,183.41
Bi-Weekly (Hrly x 80 hrs.)	\$4,242.87	\$4,467.31	\$4,700.04
Hourly (5% between steps)	\$53.04	\$55.84	\$58.75

EMS Chief Assistant Fire Marshal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual (HRLY x 2080)	\$94,466.15	\$98,923.52	\$103,553.16	\$108,441.20	\$113,566.10	\$118,906.33
Monthly (Annual / 12)	\$7,872.18	\$8,243.63	\$8,629.43	\$9,036.77	\$9,463.84	\$9,908.86
Bi-Weekly (Hrly x 80 hrs.)	\$3,633.31	\$3,804.75	\$3,982.81	\$4,170.82	\$4,367.93	\$4,573.32
Hourly (4.5% between steps)	\$45.42	\$47.56	\$49.79	\$52.14	\$54.60	\$57.17

**APPENDIX A-3: NEW SALARY SCHEDULE
(EFFECTIVE JULY 1, 2019)**

Battalion Chief (Shift)	Step 1	Step 2	Step 3
Annual (HRLY x 2912)	\$113,063.62	\$118,996.45	\$125,300.08
Monthly (Annual / 12)	\$9,421.97	\$9,916.37	\$10,441.67
Bi-Weekly (Hrly x 112 hrs.)	\$4,348.60	\$4,576.79	\$4,819.23
Hourly (5% between steps)	\$38.83	\$40.86	\$43.03

Battalion Chief (40 hour)	Step 1	Step 2	Step 3
Annual (HRLY x 2080)	\$113,072.45	\$119,053.83	\$125,255.93
Monthly (Annual / 12)	\$9,422.70	\$9,921.15	\$10,437.99
Bi-Weekly (Hrly x 80 hrs.)	\$4,348.94	\$4,578.99	\$4,817.54
Hourly (5% between steps)	\$54.36	\$57.24	\$60.22

EMS Chief Assistant Fire Marshal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual (HRLY x 2080)	\$96,827.80	\$101,396.61	\$106,141.99	\$111,152.23	\$116,405.25	\$121,878.99
Monthly (Annual / 12)	\$8,068.98	\$8,449.72	\$8,845.17	\$9,262.69	\$9,700.44	\$10,156.58
Bi-Weekly (Hrly x 80 hrs.)	\$3,724.15	\$3,899.87	\$4,082.38	\$4,275.09	\$4,477.12	\$4,687.65
Hourly (4.5% between steps)	\$46.55	\$48.75	\$51.03	\$53.44	\$55.96	\$58.60

**APPENDIX A-3: NEW SALARY SCHEDULE
(EFFECTIVE JANUARY 1, 2020)**

Battalion Chief (Shift)	Step 1	Step 2	Step 3
Annual (HRLY x 2912)	\$114,194.26	\$120,186.41	\$126,553.08
Monthly (Annual / 12)	\$9,516.19	\$10,015.53	\$10,546.09
Bi-Weekly (Hrly x 112 hrs.)	\$4,392.09	\$4,622.55	\$4,867.43
Hourly (5% between steps)	\$39.22	\$41.27	\$43.46

Battalion Chief (40 hour)	Step 1	Step 2	Step 3
Annual (HRLY x 2080)	\$114,203.17	\$120,244.37	\$126,508.49
Monthly (Annual / 12)	\$9,516.93	\$10,020.36	\$10,542.37
Bi-Weekly (Hrly x 80 hrs.)	\$4,392.43	\$4,624.78	\$4,865.71
Hourly (5% between steps)	\$54.91	\$57.81	\$60.82

EMS Chief Assistant Fire Marshal	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual (HRLY x 2080)	\$97,796.08	\$102,410.57	\$107,203.41	\$112,263.75	\$117,569.30	\$123,097.78
Monthly (Annual / 12)	\$8,149.67	\$8,534.21	\$8,933.62	\$9,355.31	\$9,797.44	\$10,258.15
Bi-Weekly (Hrly x 80 hrs.)	\$3,761.39	\$3,938.87	\$4,123.21	\$4,317.84	\$4,521.90	\$4,734.53
Hourly (4.5% between steps)	\$47.02	\$49.24	\$51.54	\$53.97	\$56.52	\$59.18