

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 3099**

**AND**

**THE CITY OF MCMINNVILLE**

*July 1, 2021, through June 30, 2024*

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## **PREAMBLE**

This Agreement is entered into by the City of McMinnville, hereinafter referred to as "City"; and the International Association of Firefighters, Local 3099, hereinafter referred to as the "Union."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

## **ARTICLE 1. RECOGNITION**

**Section A. Recognition:** The City recognizes Local 3099, International Association of Firefighters, as the sole and exclusive bargaining agent for all regular employees in the classifications listed in Appendix A, and any new classifications created by the City that perform similar fire suppression duties, fire prevention duties, or emergency medical services as those performed by bargaining unit members (but excluding supervisory or confidential employees as those terms are defined in ORS 243.650).

**Section B. Changes in Unit:** If the duties of any existing classification are substantially changed, or if a new position or classification is added into the bargaining unit, the City will forward the new or changed job description and the proposed wage scale to the Union for review before the change is implemented. If the Union and the City do not agree on the proposed wage scale or other mandatory subjects of bargaining for the affected employees (that are not otherwise established under this collective bargaining agreement or other agreement between the City and the Union), the City and the Union will engage in expedited bargaining under ORS 243.698 and submit any unresolved disputes to interest arbitration. The arbitrator will establish a fair and equitable pay scale for the new or changed classification.

## **ARTICLE 2. MANAGEMENT RIGHTS**

**Section A. Management Rights:** The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

1. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they will be affected.
2. To determine the size, nature and qualifications of the work force, to assign duties and equipment and to direct and evaluate the employees in the performance of the work assignments.
3. To develop work rules and operating procedures not inconsistent with this Agreement. However, the Union will be informed of the proposed rules and will be given the opportunity to comment and make suggestions thereto, prior to their implementation. When completed, the City agrees to furnish each employee of the bargaining unit access to the current Standard Operating Guidelines, and rules and regulations of the Department. All employees will be notified of changes through an e-mail process.
4. To promote, transfer and lay off, and to discipline, demote and discharge employees for just cause.

The City recognizes that this Section is not a waiver of the City's obligation to bargain under the Public Employee Collective Bargaining Agreement (PECBA) in the event the exercise of these functions involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

**Section B. Subcontracting:** The City shall notify the Union as soon as possible of the possibility of the City subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given the Union, the City and/or the Union will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and will ask that a mediator be assigned this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that the City will provide notice and the parties will bargain over any decision to subcontract pursuant to the requirements of the PECBA. Should the parties be at impasse following negotiation and mediation, the parties agree to waive fact-finding and submit the dispute to an arbitrator for resolution.

### **ARTICLE 3. COMPLETE AGREEMENT**

**Section A. Complete Agreement:** Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the City and the Union resulting from these negotiations. The Union agrees that the City has no further obligation during the term of this Agreement to bargain wages, hours or working conditions. However, this article will not be interpreted to restrict the Union's right to bargain the decision and the impact of subjects of bargaining, where the City is compelled to negotiate over the matter by state law. In the case of disagreement between the parties, the Employment Relations Board will make the decision under this subsection as to whether the City is compelled to negotiate under state law.

#### **ARTICLE 4. CHECK OFF**

**Section A. Dues Deductions:** Employees will have the voluntary choice of whether to become members of the Union. The Union will provide the City with a list of Union members within ten (10) days of the date of execution of this Agreement and will provide the City timely notice of any changes in the membership of the Union. The City agrees to deduct monthly (bi-monthly) Union membership dues from the pay of each member who have authorized such deductions in writing on forms provided by the Union. The amount to be deducted will be certified to the City by the Secretary/Treasurer of the Union.

Provided the City acts in good faith, the Union will indemnify, defend, and hold the City harmless against any claims made and any suit instituted against the City as a result of the City's enforcement of this provision.

**Section B. In Lieu of Dues Deductions:** The terms of this Agreement apply equally to all employees in the bargaining unit. Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the option to pay voluntary fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the City to deduct from their pay voluntary fair share fees in an amount equal to union dues charged by the Union. The authorization must be in writing and forwarded to the payroll office.

**Section C. Maintenance of Efforts:** Each employee's authorization for payroll deductions will remain in full force and effect unless the employee revokes the authorization by sending an original written, signed and dated notice via U.S. Mail or hand delivery to the City. The City will provide a copy to the Union. Any revocation of an employee's authorization to withhold fees must be consistent with the limitations included in the payroll authorizations signed by employees.



## **ARTICLE 5. EMPLOYEE RIGHTS**

**Section A. Employee Rights:** An employee has the right to join and participate in the activities of the Union for the purpose of representation on matters of employee relations. An employee will have the right to refuse to join or participate in the activities of the Union. No employee will be interfered with, intimidated, restrained, coerced or 4 discriminated against by the City or by the Union or its members because of the exercise of these rights.

**Section B. Non-Discrimination:** The provisions of this Agreement will be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sexual orientation, partner status, sex, race, color, creed, religion, national origin, union affiliation or political affiliation. The Union and the City agree to accept their respective responsibilities for applying the provisions of this section.

## **ARTICLE 6. CONTRACT NEGOTIATIONS**

The Union's negotiating team will consist of the executive board, not including legal counsel or observers. Should negotiating sessions with the City be scheduled during duty hours, up to two (2) negotiating team members will be permitted to attend negotiating sessions without loss of pay. Further, the City will provide coverage for no more than two of the Union representatives' shifts during the bargaining session in order to allow them to attend bargaining without interruption. Any other on-duty employees will be expected to respond to calls and alarms which occur during negotiating sessions unless released from such responsibility by the City.

## **ARTICLE 7. UNION BUSINESS**

**Section A. Union Activities During Work Hours:** The parties recognize that it may be necessary that officers of the Union carry out Union activities during duty hours. Union activities are those activities which concern the collective bargaining process, in particular the handling of grievances, collective bargaining during the term of this Agreement, special meetings with the City and handling proceedings before the Employment Relations Board. The parties agree that Union officers will be allowed to carry out Union business during duty hours and in conjunction with assigned station duties when reasonable.

**Section B. Union Meetings:** Union members will be allowed to attend the equivalent of an accumulative eight (8) monthly membership meetings per year on duty time. Members attending Union meetings while on duty will limit their attendance at these meetings to two (2) hours and will be expected to respond to their duty responsibilities during the membership meeting. Except for emergency meetings, the Union will schedule these meetings during non-peak periods of the Department. The Union agrees not to schedule more than three (3) such meetings in any one-month period.

### **ARTICLE 8. BULLETIN BOARDS**

The City agrees to furnish a suitable bulletin board for the exclusive use of the Union. The Union will limit its posting of notices and bulletins to such bulletin boards and posted notices shall be signed.

## **ARTICLE 9. DISCIPLINE AND DISCHARGE**

**Section A. Discipline:** The Union and the City endorse the principle of progressive discipline as applied to bargaining members. Progressive discipline will be utilized where appropriate to correct the behavior of an employee to ensure compliance with City policies and the Collective Bargaining Agreement. The City will follow the principles of progressive discipline. Also, both parties agree that disciplinary action will be commensurate with the offense. Disciplinary action or measures will include only the following:

- Written Reprimand
  - Suspension, or in lieu thereof and with the consent of the employee, loss of vacation, holiday, or compensatory time
  - Demotion
  - Discharge
  - Or any combination thereof
1. Disciplinary actions will be used to correct unacceptable patterns of performance or misconduct.
  2. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific and just cause and with employee rights fully protected.
  3. If the City has reason to reprimand an employee, it will be done in a manner that is least likely to embarrass the employee before other employees or the public.
  4. To ensure compliance with this Article and the Agreement, the Union Executive Board will be provided copies of all discipline issued to bargaining unit members at the same time as employees.

### **Section B. Procedures:**

1. The City will conduct any necessary investigation into allegations of misconduct. The investigation will include an investigatory interview of the employee, at which the employee will be directed to answer questions relating to the matter under investigation. The employee will have the following substantive and procedural rights:
  - a. The employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Union representative prior to an interview. The employee will be allowed the right to have a Union representative present during the interview.

The opportunity to consult with the Union representative or to have the Union representative present at the interview will not delay the interview more than three (3) hours.

- b. Except for telephone interviews, interviews will take place at Department facilities, or elsewhere as mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
  - c. The City will make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies, or other good cause, or where interviews can be conducted by telephone.
  - d. Interviews will be done under circumstances devoid of intimidation, abuse, or coercion.
  - e. All interviews will be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this Section will prohibit the employer from questioning the employee about information which is developed during the interview.
  - f. Either party will be allowed to tape record the interview. If recorded, a copy of the complete interview of the employee, noting all recess periods, will be furnished, upon request, to the other party. There can be no "off the record" questions. Absent a mutual agreement to the contrary, if either party transcribes the recording, the party will provide the other party with a copy of the transcription without charge.
  - g. Interviews and investigations will be concluded with no unreasonable delay.
  - h. The employee will be advised of the results of the investigation and any further action to be taken on the incident.
2. The City may place the employee on paid administrative leave during all or any portion of the investigation. Such leave will be considered non disciplinary in nature. The City will provide the employee and the Union Executive Board with written notice of the paid administrative leave, which will describe in general terms of the subject matter of the investigation. If the investigation expands to include additional subject matters, the City will provide the employee and the Union Executive Board with an updated written notice; however, nothing in either the initial or updated notice will be construed as limiting the scope of the City's investigation of the possible basis for disciplinary action.

3. If the discipline contemplated after the investigation is complete is reasonably anticipated to create an economic sanction, the employee who was the subject of the investigation will have the following substantive and procedural rights:
  - a. The City will provide the employee and the Union Executive Board with a written notice of a pre-disciplinary meeting. The notice will inform the employee of the allegations under investigation. It will inform the employee of their right to representation during the meeting, will set the time, date, and location of the meeting, and will inform the employee of the time, date, and location that the employee will be able to obtain the written findings and determination.
  - b. The employee will have the right to a copy of all written complaints and statements, and to be informed of any verbal complaints and statements made regarding them which will be used in the findings and determination to the extent these complaints and statements were not previously provided.
  - c. Meetings will be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation.
  - d. Either party will be allowed to tape record the meeting. If recorded, a copy of the complete interview of the employee, noting all recess periods, will be furnished, upon request, to the other party. There can be no "off the record" questions.
  - e. Meetings may be reset if reasonably necessary but will be concluded with no unreasonable delay on the part of either party.
  - f. The City will provide the employee and the Union Executive Board with written notice of the City's findings and determination within no more than four calendar days of the due process hearing, or, should additional time be needed, will provide the employee with a written explanation of the reason for the need for the additional time and with a date certain by which the findings and determination will be available.
4. Appeal will be through the grievance process as set out in Article 11 of this contract.
5. Once the City has completed an investigation and issued a notice of potential discipline, the Union has a right to attend any pre-disciplinary hearings for bargaining unit members to ensure that this Article and the Agreement's other provisions are followed, even where an employee declines Union representation. The Union will have the right to be present

with bargaining unit members and City representatives discussing potential resolutions of disputes about disciplinary action, including any grievances filed by individual employees in the unit. If the Union attends a meeting pursuant to this Section, it will be as an observer and the Union will not speak on behalf of the employee unless the employee requests assistance from the Union.

If individual members of the bargaining unit elect to not have Union representation in the disciplinary process, or are denied the opportunity to have Union representation, the resulting discipline imposed will not be considered as setting precedent for other bargaining unit members. These non-precedent-setting disciplinary actions cannot be relied on by the City in assessing comparable discipline in other situations.



## **ARTICLE 10. PERSONNEL FILE**

**Section A. Employee Right to Review File:** Each employee, upon request, shall have the right to review the contents of his or her own personnel files.

**Section B. Access to File:** Access to an employee's personnel file will be limited to only the individual employee involved and/or their designated representative, supervisors, and administrators of the City who are assigned to review or place materials therein, and administrative personnel whose duty is to maintain personnel files, provided such access does not conflict with the provisions of statutes pertaining to personnel records. Nothing in this Article will be construed as limiting the right of the Union to obtain information that it is entitled to receive under the PECBA.

**Section C. Entry of Material into File:** No material, which in any form can be construed, interpreted, or acknowledged to be derogatory towards the employee, will be placed in the employee's personnel record without the employee having the opportunity to review the document. All such documents will bear an employee's signature acknowledging that the employee has reviewed the material and agrees with the contents, or a signature indicating that the employee has reviewed the material but does not agree with the contents. An employee may be ordered to sign the document, and refusal to sign may result in disciplinary action being taken against the employee. A copy of such material will be furnished to the employee upon their written request.

**Section D. Limitations on File:** Material placed in the personnel file of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. However, nothing in this Article will prevent the City from maintaining a working file for the purposes of evaluation or investigation. No portion of an employee's file will be transmitted without the explicit consent and request of the employee other than to those authorized within the City as defined in Section B.

**Section E. Record of Employee Conduct:** At the written request of the affected employee, the discipline cited below shall be removed from the personnel files maintained by the Office of the Chief and the City, subject to the time frame specified and the further conditions described below:

- a. Discipline memorialized in a written reprimand will be removed two (2) years from date of issuance.
- b. All other discipline, except letters of demotion or discharge, will be removed five (5) years from effective date of discipline.
- c. Letters of demotion or discharge shall stay in the file indefinitely.
- d. Prior letters in the record: When letters have been issued for any of the categories listed above and there are subsequent letters issued or entered into the personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter. Subsequent letters in category (a) above only extend the time frame for a prior letter in category (a). However, subsequent letters in category (b) above may extend the time frame for removal of a prior letter in category (a) and (b) provided that the subsequent letter pertains to the same subject matter as the prior letter. Subsequent letters in category (c) above may extend the time frame for removal of a prior letter in category (a), (b) and (c) provided that the subsequent letter pertains to the same subject matter as the prior letter.

**Section F. Removed Discipline:** Letters, or copies of letters, imposing discipline, which have been removed from personnel files pursuant to Section E, may not be introduced by either party in subsequent disciplinary proceedings involving the same employee or employees. Both parties acknowledge that the City may be required to maintain properly removed letters of discipline for an extended period pursuant to the State Archivist (Oregon Administrative Rule 166-200-0305). Properly removed letters shall be sealed and shall not be opened absent a court order. Both parties may maintain materials redacted to exclude the disciplined employee's name and use of these materials under the following circumstances:

1. The redacted materials may be retained beyond the period established in Section E.
2. The redacted materials may be used by either party in its defense to charges of unevenly applied discipline or failure to represent.
3. Before using the redacted materials set forth above, the party using the material shall give the other party two (2) weeks prior notice.
4. Either party shall have access to the redacted materials of the other party.



## **ARTICLE 11. GRIEVANCE-ARBITRATION PROCEDURE**

**Section A. Grievance and Grievance Procedure Defined:** A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or regarding an alleged violation of this Agreement. In an effort to streamline the grievance process and reach amicable agreements without the use of legal proceedings the Union and the City agree to meet prior to filing a grievance in a pre-grievance meeting. If the Union has notified the City of its request to hold a pre-grievance meeting within the 15-calendar day timeline as outlined in Step 1 of this article the timeline will be frozen until such time that the parties can meet in an effort to come to an agreement without the use of the legal process outlined below. Should impasse occur during the meeting the grievance process will continue as outlined below. The following procedure will be followed to resolve the dispute:

- Step 1. The Union or the employee, with or without Union representation, will take up the grievance or dispute in writing with the employee's supervisor within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days of knowledge of its occurrence, or the date on which the Union or employee could reasonably have been expected to have been aware of the issue. The supervisor will respond in writing to the Union or the employee within fifteen (15) calendar days of receipt of notification of the dispute.
- Step 2. If the grievance remains unsettled, the employee or Union may, within fifteen (15) calendar days after the reply of the supervisor is due, submit written notice to the Fire Chief, including: (a) statement of grievance and nature of employee's position, (b) provisions of this Agreement violated, and (c) remedy sought. The Fire Chief will respond to the employee within fifteen (15) calendar days of receipt.
- Step 3. If the grievance still remains unsettled with the Fire Chief, the Union may advance the grievance to arbitration by notifying the City in writing of its intent to arbitrate the grievance within fifteen (15) calendar days of the receipt of the Chief's response.
- Step 4. After the grievance has been submitted for arbitration, the parties, or their representatives, will either singularly or jointly make a request to the State Employment Relations Board for a list of seven (7) Oregon and Washington arbitrators. The parties will select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The

parties will, by lot, determine which party will strike the first name objectionable to it. The final name on the list will be the arbitrator. The arbitrator's decision will be final and binding, but the arbitrator will have no power to alter, modify, add to or subtract from the terms of this Agreement. The arbitrator's decision will be within the scope and terms of this Agreement and in writing. The arbitrator will be asked to submit their award within thirty (30) calendar days from the date of the hearing or submission of closing arguments.

**Section B. Timeliness and Waiver:** Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or Union to submit or advance the grievance in accordance with these time limits without such waiver will constitute abandonment of the grievance. Failure by the City to respond within the time limits without such waiver will advance the grievance to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Union.

**Section C. Appeal Process:** Appeal of a suspension or discharge will commence with Step 2. Except as mutually agreed, all other grievances will commence with Step 1.

**Section D. Arbitration Expenses:** Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator, court reporter (if any) and the hearing room will be borne equally by the parties.

## **ARTICLE 12. LEAVE OF ABSENCE**

**Section A. Leave of Absence Requirements:** An employee may be granted a leave of absence without pay up to ninety (90) days when approved by the Fire Chief. The Chief will not deny such requests for arbitrary or discriminatory reasons. Requests for such leave must be in writing and must establish reasonable justification for the leave and the beginning and ending time of the leave.

**Section B. Conditions:** Any conditions of the leave of absence will be specified in the approval. Such leaves may be renewed or extended by appropriate action of the Fire Chief.

### **ARTICLE 13. NOTICE OF ORDERS**

#### **Section A. Standard Operating Guidelines and Rules and Regulations Provided:**

The Union agrees that members will comply with the Department rules and regulations. Such rules will be consistently and uniformly applied. Neither party waives the right to collectively bargain such rules and/ or regulations as provided by Oregon Law.

## **ARTICLE 14. SENIORITY, LAYOFF, AND RECALL**

**Section A. Seniority:** Seniority will be defined as the length of service by an employee within a job unit\* within the McMinnville Fire Department following the employee's most recent date of hire or re-hire. Time spent on military leaves of absence (except as limited by law) after an employee is hired, authorized leaves with pay and time lost because of duty-connected disability will be included in length of service. Ties in seniority shall be resolved by ranking at time of hire.

\*Job units are listed in Appendix A.

**Section B. Layoff:** In the event of a layoff for any reason, employees will be laid off by inverse order of job unit seniority within a classification. An employee will have the right to bump into a lower classification within their job unit if that employee is qualified to perform the work required and has more Department seniority than employees in the classification into which they are bumping.

**Section C. Recall:** An employee will be called back from layoff by classification within a job unit according to Department seniority. No new employees will be hired in any classification until all employees on layoff status have had an opportunity to return to work.

**Section D. Recall Notice:** The City will notify the laid off employee by certified mail of any opening for which the employee is eligible for recall. Said employee must respond by certified mail within ten (10) calendar days of receipt of notice as evidenced by the signed receipt (regardless of who signs for the certified mail). Failure to do so will result in forfeiture of all recall rights. Laid off employees are required to keep the City informed of any change of address.

An employee will be considered on layoff status for a maximum period of twenty-four (24) months.

**Section E. Layoff and Recall Exceptions:** The parties recognize that due to the limited size of the McMinnville Fire Department, the City may require the retention of Advanced Life Support certified employees. In the event of layoff, the City will be allowed to retain the individual(s) providing such services.



### **ARTICLE 15. PROBATIONARY PERIOD**

For firefighters, probationary period for initial hire and promotions shall be twelve (12) months. For 40-hour employees, probationary period for initial hire and promotions shall be six (6) months. This period may be extended by mutual agreement between the employee, Chief, and Union.

An employee failing a promotional probation shall be returned to their prior position.

The Union recognizes the right of the City to terminate new employees on probationary status with or without cause, except those which are prohibited by law, and such action will not be subject to the grievance procedure.

## **ARTICLE 16. HOURS WORKED**

### **Section A. Work Week and Hours of Work:**

1. The work week for firefighters shall be twenty-four hours on duty followed by forty-eight hours off duty.
2. The work week for 40-hour employees shall be eight hours per day, Monday through Friday, or an alternative schedule agreed upon between the employee, Union, and the supervisor.
3. The scheduled work week for Daytime Firefighters shall be 45 hours per week M-F 8 am – 5 pm.
4. Daytime Firefighters employees are intended for the Day Car or (Peak Activity) unit and shall not be placed into the full-time rotation with the fulltime bargaining unit members except for call back shifts.
5. Shifts worked by fulltime bargaining unit members will not be converted to 40-hour work weeks or otherwise modified to cover the work of the Daytime Positions.

## **ARTICLE 17. NOTICE OF SHIFT RE-ASSIGNMENT**

Except when there is a declared emergency, any shift re-assignment shall require at least thirty (30) days prior written notice to the Union and Employee and the opportunity for the Union and Employee to provide input. However, following such notice and opportunity, the decision of the City will be final. If the City wishes to move an employee with less than (30) days' notice the employee will be given one (1) extra holiday per Article 22 Section A. Whenever possible, on temporary shift reassignments, the employee will be presented with a projected return date. The City also agrees to a total of at least three (3) consecutive days off between each shift reassignment.

## **ARTICLE 18. ADMINISTRATION OF SALARY PLAN**

The following rules will govern the use of the salary ranges set forth in Article 35 which is made part hereof:

**Section A. Rates of Pay:** Each employee will be paid at one of the steps in the range described for their classification and responsibilities.

**Section B. Anniversary Date:** An employee will be assigned an anniversary date of the first day of the first month of full employment.

**Section C. Step Increases:** An employee will receive one (1) step increase on their anniversary date subject to an average or higher evaluation.

A performance evaluation will not be done in an arbitrary or capricious manner.

**Section D. Longevity Pay:** An employee who has ten (10) years' service with the City will receive \$100 per month in longevity pay. This amount increases to \$200 per month when the employee has completed fifteen (15) years of service with the City, and \$350 per month when the employee has completed twenty (20) years of service with the City. The payments will either be placed into a deferred compensation account or go directly into the employee's check, at the employee's option.

**Section E. Payday:** Payday will be the 15th and the last day of the month. If payday falls on a holiday, a Saturday, or a Sunday, payday shall occur on the nearest preceding weekday that is not a City, State, or Federal holiday.

**Section F. Promotions:** When an employee is promoted or advanced to a higher classification, the employee will be placed and maintained at a salary step in the higher classification which assures that the employee will not suffer a reduction in compensation due to the promotion.

**Section G. Premium Pay:** Premium pay is calculated from the top step of the fire fighter's salary scale. An eligible employee will receive a semi-monthly premium in addition to their base salary for the following assignments beginning the first full month after receiving the State of Oregon certification as specified below:

- |                         |                   |
|-------------------------|-------------------|
| 1. Paramedic/ Full Time | 10%; Daytime = 8% |
| 2. Intermediate         | 5%                |
| 3. Advanced             | 3%                |

|   |   |
|---|---|
| 4. AA/AS Degree*<br>as approved by the Chief) | 1% (must be related to fire or position |
| 5. BA/BS Degree<br>as approved by the Chief)  | 2% (must be related to fire or position |
| 6. FTO Coordinator                            | 6%                                      |
| 7. Field training officer                     | 3%                                      |
| 8. Bilingual (Spanish only)**                 | 2%                                      |
| 9. Acting in Capacity ***                     | 7%                                      |

Daytime positions will receive premium pay at 80% of the Full-Time premium pay for which they qualify.

\* Due to the EMT incentives listed in this Section or the minimum job requirements of some classifications, no employee hired after June 30, 2012, is eligible for associate degree premium pay for an EMT-related degree.

\*\* An employee will receive bilingual premium pay if they meet the requirements of the City's Bilingual Pay Incentive Policy.

\*\*\* In the absence of a shift officer or engineer on duty, an individual will be designated the Acting in Capacity for all or part of the shift. The Acting in Capacity will receive assignment pay for each hour performing those duties when the duty is performed for a minimum of four (4) hours. This only applies when there is no other paid Shift Officer or Engineer working. Individuals eligible for Acting in Capacity duty will be pre-selected and approved through a department process. Assignment to Acting in Capacity position will be done by Duty Chief.

**Section H. Forced Time Off:** An employee who is regularly scheduled to work but is relieved from work for other than disciplinary reasons will receive pay and benefits which normally would have been earned during his/her regularly scheduled shift.

**Section I. Trades:** No trade will be allowed to cost the City additional wages.

**Section J. Lateral Hiring Incentives: Contingent upon changes to the law,** **current** NFPA Firefighter 1 and Oregon State EMS certified Lateral Firefighter new hires, with a minimum of three (3) years' full time Oregon experience, may be offered a recruitment signing bonus of \$6,000 (payable in two installments) as follows:

1. After completing probationary status and twelve (12) months continuous service.
2. After completion of thirty-six (36) months of continuous, satisfactory service.

Should the law change, the parties agree to bargain the impacts. Newly hired lateral probationary employees are subject to the step increase portion of this section and may be eligible for incentive pay at any time, starting with the date of hire.

Lateral hires are eligible for promotional opportunities if they meet the minimum qualifications of the position and in accordance with the following:

- For Acting in Capacity Engineer/AO and Acting in Capacity Captain, employee must have completed their probationary period and have at least eighteen (18) months of continuous service.
- For Engineer/AO, Lieutenant, Captain, and Battalion Chief, employee must have completed their probationary period and have at least three (3) years of continuous service.

## **ARTICLE 19. OVERTIME/COMPENSATORY TIME**

**Section A. Overtime for Fire Fighters:** Overtime shall be those hours worked which exceed an employee's regularly scheduled shift hours, in accordance with requirements established under the Fair Labor Standards Act, as amended, based on a twenty-seven (27) day pay cycle. "Regularly scheduled shift hours" includes time off with pay. Examples of overtime are as follows:

1. Department drills, meetings, and mandatory training
2. Court appearances
3. Emergency call back (response to fire, EMS calls)
4. Mandatory call back (mandatory call back to cover shifts)
5. Call shifts (voluntarily covering shift vacancies)
6. Shift extension/holdover (when an employee is required to work past their assigned shift)
7. Any situation in which the employee works beyond their assigned hours as approved by the Fire Chief or their designee.

**Section B. Compensation for Fire Fighters:** Overtime will be paid at a minimum of one and one-half (1½) of the employee's regular hourly rate for hours worked. Overtime for Department drills, meetings and court appearance shall be compensated at a minimum of two (2) hours at time and one-half (1½) based upon the employee's regular hourly rate. In the case of Mandatory holdover, the employee will be compensated at a minimum of one and three-fourth (1¾) of the employee's regular hourly rate for hours worked.

**Section C. Overtime and Compensatory Time for 40-Hour Employees:** Overtime for 40-hour employees shall be those hours worked which exceed an employee's regularly scheduled hours as outlined in Article 16 and is compensable at time and one half (1½). All overtime must be pre-authorized by the supervisor or departmental director.

Pursuant to a written agreement with the employee, the Department may provide compensatory time off in lieu of monetary overtime if the principle of "time and one half" is maintained. An employee who has accrued compensatory time and

requests the use of time must be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the operations of the Department.

Unauthorized overtime or compensatory time work may be the basis for disciplinary action.

**Section D. Overtime and Compensation for Daytime Firefighters:**

- a) Overtime shall be those hours that exceed a fifty-three 53-hour work week and will be paid at time and one half (1 ½).
- b) Call Shifts will be compensable at time and one half even if individual has not worked over fifty-three (53) hours in the week. Call Shift hours paid at time and one half (1 ½) will not count towards Fair Labor Standard Act (FLSA) overtime hours worked.



## **ARTICLE 20. CALL SHIFTS**

Call shifts are those shifts that a firefighter works voluntarily when covering a vacancy in the shift assignments. The City will maintain the service level of the Department at minimum staffing levels. Career personnel will have right of first refusal to work in place of another career person who takes vacation time off.

## **ARTICLE 21. DUTY CALL BACK**

**Section A. Shift Extension/Holdover:** Shift extension/holdover will be defined as those times a firefighter is required to work additional hours either prior to or immediately following their assigned shift. Shift extension/holdover will be used when it becomes necessary for a firefighter to come in early or stay late to cover for an unscheduled absence on the part of another firefighter. Shift extension/holdover will not be used to cover scheduled vacation or holiday time off for another firefighter. The City reserves the right to require a firefighter to stay after or report early to work, using the shift extension/holdover callback rotation list. Every attempt will be made to find firefighters who will voluntarily accept the shift callback when time or the event allows. Firefighters who are involved on incident responses immediately after their shifts are scheduled to end will be considered on shift extension/holdover until the incident is completed.

**Section B. Court Callback:** Court callback occurs any time a firefighter is required to appear in court when that court appearance does not coincide with the firefighter's regularly assigned workday.

**Section C. Mandatory Callback:** The City reserves the right to require any and all employees to return to work for the purpose of emergency/disaster response or for operational needs at the City's discretion. Every attempt will be made to find employees who will voluntarily accept the shift callback when time or the event allows.

**Section D. Emergency Callback:** Emergency callback occurs if an employee voluntarily reports for duty in order to respond to Department related emergency responses. Examples are fires, mutual aid calls, and emergency medical service (EMS) responses.

## **ARTICLE 22. HOLIDAYS/VACATION/TRAINING TIME**

**Section A. Recognized Holidays for Fire Fighters:** Fifty-six (56) hour per week employees shall receive nine (9) shifts (floating holidays) off in lieu of holidays worked per year. These holidays shall be awarded to the employee as of July 1st in each fiscal year. Employees starting after July 1st will earn holiday hours at eighteen (18) hours per full month of employment for the remainder of that fiscal year. Holidays may be taken off at any time within the fiscal year the holiday hours were earned, with the prior approval of the supervisor or department director.

In the event the employee should no longer be employed by the City during the fiscal year, then the number of days taken will be prorated by quarters, with the prorated number of days being "earned" as of the first day of the quarter. If more time has been taken than earned, then on a pro rata basis for that quarter, the employee shall have the cash value of the holidays taken deducted from their last paycheck or offset against vacation time.

Holiday time cannot be carried forward to the next fiscal year (July 1 – June 30).

Floating holidays must be used in one-hour increments. Floating holidays will be scheduled in the same manner as paid vacation leave and may not be carried forward into the following fiscal year, be converted into compensatory time, or be converted into monetary compensation.

An individual who has received a shift reassignment with less than thirty (30) days' notice will receive one (1) floating holiday per move. Temporary shift reassignments will only be awarded one (1) holiday when moved and returned to their regular shift within one (1) fiscal year. If shift reassignment occurs within ninety (90) days of the end of the fiscal year, the floating holiday will carry over to the next fiscal year. Any employee moved will have their scheduled time off honored if already scheduled.

**Section B. Recognized Holidays for 40-Hour Employees:** 40-hour employees are eligible for holidays with pay. The following are designated as paid holidays for 40-hour employees:

- New Year's Day (January 1st)
- Martin Luther King Day (third Monday in January)
- President's Day (third Monday in February)

- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25th)

Whenever a holiday falls on a Sunday, the succeeding Monday will be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Should a 40-hour employee be on authorized leave with pay when a holiday occurs, the holiday will be paid and not charged against sick or vacation leave accumulation. Holidays occurring during a leave without pay will not be compensated.

40-hour employees who are required to work on a recognized holiday will be entitled to compensation at the rate of double time and one half (2 ½) of their established hourly rate for the hours worked on the holiday.

When a holiday falls on a scheduled workday, the holiday hours shall be considered along with the rest of the hours worked during that week in establishing eligibility for overtime or compensatory time. Use of a floating holiday during the work week would be considered along with the rest of the hours worked during that week in establishing eligibility for overtime or compensatory time.

40-hour employees are entitled to four (4) floating holidays each fiscal year. During the initial year of employment, those hired between July 1 and December 31 will receive four (4) floating holidays, and those hired between January 1 and June 30 will receive two (2) floating holidays. Floating holidays will be scheduled in the same manner as paid vacation leave and may not be carried forward into the following fiscal year, converted into compensatory time, or converted into monetary compensation.

Floating holidays must be used in one (1) hour increments.

**Section C. Recognized Holidays for Daytime Firefighters:** Daytime firefighters receive nine (9) shifts of their normally scheduled time towards Floating Holidays.

**Section D. Vacation Accrual for Firefighters:** Firefighters accrue vacation leave based on the employee's anniversary date. After completion of twelve (12) months of continuous employment, an employee shall be entitled to the following vacations with pay at their regular rate:

Annual Accrual Rate for  
Shift Firefighters

| Years of Service        | Shifts/Year | Hours/month |
|-------------------------|-------------|-------------|
| Year 1 through Year 2   | 6           | 12          |
| Year 3 through Year 4   | 7           | 14          |
| Year 5 through Year 9   | 8           | 16          |
| Year 10 through Year 14 | 10          | 20          |
| Year 15 through Year 20 | 11          | 22          |
| 21+ Years               | 13          | 26          |

Daytime Firefighters: Daytime firefighters accrue vacation at a prorated amount based on hours worked.

**Section E. Vacation Accrual for 40-Hour Employees:** 40-hour employees accrue vacation leave based on the employee's anniversary date. After completion of six (6) months of continuous employment, an employee will have access to their vacation bank with pay at their regular rate.

Vacation leave will not accrue during any unpaid leave of absence but will accrue during any authorized leave of absence with pay, including any leave with pay resulting from an on-the-job injury, military leave, or jury duty.

40-Hour Employees will accrue vacation as follows:

|                   |                       |
|-------------------|-----------------------|
| Year 1 through 3  | 6.67 hours per month  |
| Year 4 through 7  | 8.33 hours per month  |
| Year 8 through 13 | 10.00 hours per month |

Year 14 through 20  
Year 21 and thereafter

12.00 hours per month  
13.33 hours per month

**Section F. Vacation Draw:** Upon approval by the City Manager and the Fire Chief, an employee may draw on their vacation leave before becoming eligible to take a vacation.

NOTE: If vacation time has been approved in advance of eligibility by the City Manager and Fire Chief, and if the employee should terminate work for any reason prior to their "employment year" anniversary, the City may withhold compensation from their final paycheck for any such vacation time taken.

**Section G. Prorated Accrual:** An employee will accrue vacation on a semimonthly basis.

**Section H. Carry-Over:** A firefighter may accrue up to 448 hours of vacation time. A 40-hour employee may accrue up to 320 hours of vacation time. If an employee exceeds the allotted accrual amount, the employee must bring that accrual down to the allotted amount of hours by the end of the month or the employee will lose the excess vacation time. However, the employee will not lose accrued vacation time if the employee reasonably attempted to schedule such accrued vacation time and was denied the use of such vacation time by the Department.

**Section I. Death, Resignation and Discharge:** Whenever an employee dies, resigns, or is discharged, the employee will receive credit for any accrued, carried-over and unused vacation.

**Section J. Vacation Schedule:** The Fire Chief or designee will approve the time when vacations shall be taken, and they will be scheduled in accordance with the operational needs of the Department.

**Section K. Shift Changes:** An employee transferring shift schedules shall have their hours converted so as to lose no benefits due to them.

**Section L. Training Time:** All 56-Hour firefighters will be allotted forty-eight (48) hours of designated paid training time per year; a 40-hour employee will be allotted forty (40) hours of designated paid training time per year. Daytime Firefighters will be allotted forty-five (45) hours of designated paid training time per year.

This training time will be available on the first day of July every year. Unused training time will not carry over to the next year. All training time off requests will

go to the appropriate administrative Chief Officer to be authorized. Training that can be directly tied to a certification in an employee's current job classification or to the next career level will have a priority. Training time may also be used for leadership or self-improvement training that improves the Department's ability to serve its employees and citizens. Training time requests that will exceed the "Time Off maximum" (two people off/ shift) must be approved by the Fire Chief.

## **ARTICLE 23. SICK LEAVE**

**Section A. Accrued Sick Leave:** Accrued sick leave will be earned for the purpose stated herein by each employee as follows:

- Firefighters - 16 hours per month
- 40-Hour employees –8 hours per month
- Daytime Firefighters accrue prorated sick based on hours worked as compared to full-time Firefighters. This is determined by dividing the hours worked in a pay cycle by the standard hours of a full-time firefighter in a pay cycle (121.34).

40-hour employees will receive 24.00 hours of frontloaded sick leave at time of hire.

**Section B. Utilization for Illness or Injury:** An employee may utilize their allowance for any purpose allowed under the Oregon Sick Time Act (ORS 653.616), including when they are unable to perform their work duties by reason of illness, injury, or disability due to pregnancy. In such event, the employee will notify the immediate supervisor or the on duty shift commander of the absence due to illness or injury and the expected length thereof as soon as possible prior to the beginning of their regularly scheduled work shift, unless unable to do so because of the serious nature of the illness, injury, or disability due to pregnancy.

**Section C. Family Sick Leave:** An employee may also use sick leave where there is an illness or injury in their immediate family in order to provide assistance and/or care to the ill relative or to care for the employee's family in accordance with Oregon Family Leave Act (OFLA) (ORS Chapter 659A) and Oregon Sick Leave Law (ORS 653.601-661).

For the purposes of this section, the immediate family will be defined as the employee's 1) spouse, 2) domestic partner, 3) parent, or 4) a parent-in-law of the employee, 5) the grandparent or grandchild of the employee, 6) biological, adopted, foster child, a stepchild, a legal ward, or 7) a person for whom the employee is standing in loco parentis.

**Section D. Sick Leave Without Pay:** Upon application by the employee, sick leave without pay may be granted or renewed by the City for up to six (6) months after accrued sick leave, vacation and holiday time have been exhausted. When the employee goes into sick leave without pay status, the employee will not accrue



benefits. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

**Section E. Maximum Sick Leave:** There is no maximum balance of sick leave that may be accrued.

**Section F. Accrued Sick Leave/Retirement Credit:** In accordance with PERS rules, sick leave reported to Public Employee Retirement System (PERS) will be computed on the basis of a forty (40) hour week. Therefore, when a twenty-four (24) hour shift employee is no longer employed with the City, any accrued sick leave will be reduced to a forty (40) hour week scale. (PERS regulations limit the reporting of accrued sick leave at a rate greater than eight (8) hours per month.) An employee retiring or leaving City employment will have credited to their retirement program under PERS all accumulated sick leave up to a maximum of nine hundred sixty (960) hours. The City will notify PERS of the accrued sick leave to which a retired employee is entitled and will provide such proof of accumulation as may be required by PERS.

**Section G. Doctor's Certification:** The Department may require employees to present a doctor's certification to substantiate the need for the use of sick leave after the employee is absent for more than three (3) consecutive scheduled shifts unless the leave is taken in relation to domestic violence, sexual assault, harassment, or stalking, in which case no doctor's certification can be required. The City will bear the cost of any such certification.

**Section H. Misuse of Sick Leave:** Fraudulent or deceitful use of sick leave may result in the discipline of the employee so involved, including suspension or termination of employment.

## **ARTICLE 24. INTEGRATION WITH WORKERS' COMPENSATION**

In the event an employee suffers a compensable injury or illness on the job and cannot report for work, the first three (3) workdays of such absence will be deducted from the employee's sick leave unless the employee produces evidence from a doctor which verifies that the injury is sufficient to prevent the employee from performing work.

During the subsequent thirty (30) calendar days, the City will subsidize the difference between the employee's regular wage and the amount paid to the City by the workers' compensation insurance carrier, with no deduction from the employee's accumulated leave time. The City will pay the employee their regular wage. After the thirty (30) calendar day period specified above, the City will continue to subsidize the difference between the employee's regular wage and the amount paid to the City by the workers' compensation insurance carrier. The City will deduct one-third of a day from the employee's accrued leave for each day absent. The City will pay the employee their regular wage.

When an employee is placed on light duty and receiving workers' compensation benefits, they will be considered on duty from 8:00 a.m. to 5:00 p.m., Monday through Friday, unless duty time is otherwise assigned by the Chief. All accruals will be figured on duty time of forty hours per week.

The City may require the employee to report to a doctor of the City's choosing for verification of injury under this article. An employee's abuse of the provisions of this article may result in discipline which may include termination of employment.

## **ARTICLE 25 BEREAVEMENT LEAVE**

**Section A. Bereavement Leave:** An employee shall be granted a special paid funeral leave of absence not to exceed forty (40) hours for 40-hour employees, forty-five (45) for Daytime Firefighters or forty-eight (48) hours for firefighters in the event of a death in the immediate family. This special leave shall not be charged against any accrued leave. Immediate family includes the employee's 1) spouse, 2) domestic partner, 3) parent, 4) a parent-in-law of the employee, 5) the grandparent or grandchild of the employee, 6) biological, adopted, or foster child, a stepchild, a legal ward, or 7) a person for whom the employee is standing in loco parentis. If an employee wishes to use sick leave for the hours specified for special funeral leave they may. Bereavement leave under this Article will run concurrently with leave under the Oregon Family Leave Act.

**Section B. Extension:** In addition to the authorized bereavement leave, upon approval of the City Manager and Fire Chief, an employee may draw upon, at the employee's discretion, their accrued sick leave, vacation or compensatory time for additional special funeral leave time. Additional bereavement leaves of absence may be granted on an individual need basis. An employee would be required to, if approved for the absence, use their leave accruals during such time. Additional bereavement leave must be approved by the Fire Chief and City Manager.

## **ARTICLE 26. MILITARY LEAVE**

**Section A. Military Leave (Extended Active Duty):** An employee will be entitled to military leave without pay for service with the U.S. Armed Forces in accordance with ORS 408.240 and federal law. Verbal or written notice of military service must be provided to the Chief. An employee going on such leave may elect to be paid for accrued vacation leave and compensatory time. During leave, the employee will be considered for promotions for which they are eligible. Any promotion granted will be effective on the date that it would have become effective if the employee were not on leave.

**Section B. Military Training Leave with Pay:** An employee will be granted military training leave with pay according to the provisions of ORS 408.290.

## **ARTICLE 27. REIMBURSEMENTS**

**Section A. Mileage:** Whenever an employee is required to utilize their own vehicle in the performance of their official City duties, compensation will be at the current mileage rate paid by the City. This shall not apply to Department drills, meetings, etc.

**Section B. Meals:** When employees are out of town across standard mealtimes due to out of county transports, the City will reimburse them for out of pocket expenses, as shown by receipts, up to a maximum of \$15.00 for each meal purchased.

## **ARTICLE 28. RETIREMENT**

**Section A. Public Employee Retirement System (PERS):** During the life of this Agreement, the City will continue to participate in the PERS or its successor for eligible employees. The City will pick up, assume, or pay the employee's 6% individual retirement contribution to PERS. The City will continue to participate in the sick leave program administered by PERS in accordance with the law.

**Section B. Oregon Public Service Retirement Plan Pension Program (OPSRP):** During the life of this Agreement, the City will continue to participate in OPSRP or its successor for eligible employees. The City will pick up, assume, or pay the employee's 6% individual retirement contribution to OPSRP.

## **ARTICLE 29 EMPLOYEE INSURANCE BENEFITS**

**Section A. Medical, Dental, and Vision Insurance:** The City will continue to make available medical, dental and vision insurance programs to eligible employees and their eligible dependents, if any. As of January 1, 2022, coverage will be under Regence BlueCross BlueShield Plan Copay Plan H with the Alternative Care Rider for medical, Delta Dental, or a dental plan substantially equal to or better, and a VEBA.

Each VEBA account will be funded each year, in alignment with the deductible, with the total amount shown below, prorated for employees who are not employed the full year:

Single: \$1,500

Employee and child: \$3,000

Employee and spouse: \$3,000

Employee and children: \$4,500

Family: \$4,500

The accounts will be funded 1/12 of the total amount shown above each month.

An employee must be covered under the City's health insurance to be eligible for a VEBA.

*New employees:* An eligible employee must have completed and returned all enrollment forms for both the health insurance and the VEBA account before the City will fund the account. The City will fund the new employee's account no later than one month following the date the employee completes and returns the enrollment forms.

*Qualifying life events:* The amount which the City contributes to each employee's VEBA is tied to the employee's health insurance tier (single, family, etc.). Health insurance tiers can change during a health insurance year if the employee experiences a qualifying life event. If a qualifying employee experiences a qualifying life event during a health insurance year, the monthly funding of the employee's VEBA account will be increased or decreased to reflect the amount which attaches to the new health insurance tier, starting the first full month following the qualifying life event, provided the employee has informed the finance department by the first day of the first full month following the qualifying life event. It is the employee's responsibility to inform the finance department of any qualifying life events. The City may recover overpayments if an employee fails to inform the City of the life event or if the City credits money to an account erroneously.

All insurance programs will be substantially equal to or better than the program in effect as of July 1, 2021.

**Section B. Premium Payment:** In each of the three (3) years of this collective bargaining agreement, the City agrees to pay 90% of the monthly health insurance premium and the employee will pay 10% of the monthly health insurance premium. The employee portion will be paid through payroll deduction.

**Section C. Status Change:** When an employee's family status changes, and that change would reduce the monthly insurance premium the City pays for that employee, the employee will notify the City finance department of the change in family status within 30 days and complete any paperwork required by the insurance carrier. If notification and associated paperwork is not done within 30 days, the employee will pay any amount over the premium for which they would be eligible.

**Section D. Life Insurance:** The City will provide a base of not less than \$50,000 of term life insurance coverage for each employee covered by this Agreement. This amount will be increased to \$100,000 for accidental death.

**Section E. Long Term Disability Insurance:** The City will provide long-term disability insurance coverage. This coverage will provide benefits of not less than two-thirds (2/3) of the employee's regular salary commencing ninety (90) days after the date of injury or at the time the employee's sick leave is exhausted, whichever occurs later.

**Section F. Mental Health:** It is recognized by the City and the Union that mental health is an important part of an employee's wellbeing in the fire service. The City will continue to provide a Peer Support Group for employees to use when needed. Peer support Staff will be allowed paid time off to assist staff as needed with acute mental health situations as well as for training. The City and the Union agree to discuss issues related to the Peer Support Group as part of the labor management committee established in Article 36.



## **ARTICLE 30. PHYSICAL AGILITY TESTING, MEDICAL EXAMINATIONS, AND HEALTH PROTECTION FOR FIRE FIGHTERS**

**Section A. Comprehensive Fire Fitness Program:** City will select, and make available to any interested Union member, a comprehensive fire fitness program which will be substantially equivalent to the program developed in 2007. This program will include physical fitness screening, training, and nutrition analysis and advice.

**Section B. Annual Physical Examinations and Health Protection:** The City will provide annual occupational medical and mental health examinations for firefighters according to NFPA 1582 guidelines in effect as of the date of this contract and the occupational fitness evaluation as outlined in Appendix B. Mental health examinations are optional and available to 40-hour employees. The City and Union will mutually agree upon a provider to conduct mental health examinations. Results of mental health examinations are confidential, and the results are not shared with the City unless the provider must share information they are required to report by law.

### **Section C. Annual Examination Follow-up:**

1. The Annual Occupational Medical Examinations (see Article 30, B.) performed by a physician selected by the City, will be deemed mandatory for all Union members. The employee may select a doctor for a second opinion, at the employee's own expense. Should the opinions differ, the two doctors may select a third doctor who will either conduct an exam or review the findings of the two doctors and reach an independent conclusion, at the City's expense.
2. The City will compensate the employee for time spent during the Annual Occupational Medical Exam and the Annual Occupational Fitness Evaluation as on duty. Trained department members will conduct the occupational fitness evaluation internally. If an employee is going to miss, or has missed, a scheduled appointment, s/he will be required to notify administration as soon as possible in order to facilitate rescheduling.
3. Refusal to participate in either the Annual Occupational Medical Exam or Occupational Fitness Evaluation may result in disciplinary action for just cause.
4. Individuals identified as physically unfit for duty for any reason (either an inability of the individual to successfully complete an Annual Occupational Medical Examination or the Occupational Fitness Evaluation as required in Article 30 B). shall be placed on light duty, if appropriate and available, or on sick or other available leave until such time as a medical evaluation is

made by a physician selected by the City (subject to the process identified in section C-1). If the evaluation indicates the individual is able to perform the functions of their position they will have the leave used credited to the appropriate account. If the evaluation indicates that the individual is not, medically or physically, able to perform the functions of their position, the employee will continue on light duty, provided light duty is available, or on leave, whichever is appropriate, until such time as they are released to work in a full or modified capacity or terminated.

5. The City may request the physician selected by the City to develop an improvement plan for any individual evaluated pursuant to Article 30, C .4, and may place the individual on the improvement plan. The improvement plan will contain a reasonable estimate of the time period required for the employee to meet city standards. The plan may include, but will not be limited to, nutrition recommendations, aerobic exercise programs, and weight training programs, rehabilitation, medical treatment and any other recommendations that may be deemed necessary.
6. Refusal to participate in an improvement plan may result in disciplinary action for just cause.
7. Should the individual require additional treatment or continuing care, the physician selected by the City will release the individual into the care of the employee's own healthcare provider. The City will not be financially responsible for illness or injury discovered or identified by a representative of the City, unless the illness or injury has arisen as a direct result of employment with the City.
8. If an employee has been off work for more than thirty (30) days due to off duty injury or illness, the Chief may require the employee to complete all or part of an examination equivalent to the Annual Occupational Medical and/or Occupational Fitness Examination prior to returning to duty.

#### **Section D. Annual Wellness Stipend:**

1. The stipend will be available to employees for any of the following items up to \$250.00 each fiscal year (July 1 – June 30):
  - a. Gym memberships
  - b. Yoga studio classes
  - c. Meditation apps (Calm, Headspace)
  - d. Fitness apps (MyFitnessPal, Aaptiv)
  - e. One-time race fees (5ks, 10ks, Spartan Races, etc.)
  - f. Workout clothing or other gear
  - g. Books on healthy eating, fitness, mental health, etc.
  - h. Health classes or 1:1 sessions with personal trainers, health coaches, etc.
  - i. Any other item relevant to an employee's health



## **ARTICLE 31. EQUIPMENT**

**Section A. Safety:** The City and employees (after appropriate notice) agree to abide by all applicable federal and state safety regulations. Further, the City agrees to establish a reporting and remedial procedure for safety concerns expressed by members of the bargaining unit.

**Section B. Equipment:** The City agrees to provide employees with required equipment to carry out their duties. The City does not agree to repair, replace or reimburse any employee for personal equipment used by the employee during duty hours which was damaged or stolen. However, an employee shall be allowed, with the Chief's approval, to continue to provide personal equipment for duty use as per past practice.

## **ARTICLE 32. UNIFORMS**

### **Section A. Uniforms**

1. The City will determine the type and style of uniforms and clothing to be worn while on duty (with the exception of exercise/ work out apparel and sleep wear) and shall provide employees with said uniforms and clothing. For the purpose of definition, this shall include: protective apparel, shirts, pants, shoes, belts, jackets/ coats, hats, turnouts, T-shirts, sweatshirts.
2. Damage done to uniforms due to unauthorized use will be repaired or replaced at the employee's expense. Uniforms are to be worn only on duty, or directly to and from work or on other special occasions by permission of the Fire Chief or their designee.
3. Apparel provided to the employee will be maintained and washed by the employee, except in the event of contamination, when the City will launder or if necessary replace the garment. Apparel that is worn past its useful life will be turned in to the employee's supervisor for replacement.
4. A Class A uniform will be offered to an employee who has completed probation. Should an employee who received a Class A uniform terminate employment prior to five (5) years of service, the employee agrees to reimburse the cost of the uniform from their final check. After five (5) years of employment the employee will keep their Class A at no cost. The City is responsible for tailoring and updating the Class A as needed for promotional advancement or changes in years of service.
5. Uniforms will be worn as outlined in the Uniform Standard Operating Guidelines (SOG).

### **Section B. Protective Clothing**

1. The City will purchase Protective ensembles (turnouts and wild land apparel) in accordance with the current National Fire Protection Association (NFPA) standard at the time of the purchase. The City will also replace the protective clothing as indicated by the appropriate NFPA standard.
2. Any employee who terminates employment will be required to return all City issued property to the City with the exception of the Class A uniform.

### **ARTICLE 33. SAVINGS CLAUSE**

Should any article, section, or portion thereof of this Agreement be held or rendered unlawful and unenforceable by legislation or by final order of any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such legislation or decision will apply only to the specific article, section or portion thereof directly affected in the legislation or decision. Upon the issuance of such legislation or decision, the parties must agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole will continue without interruption for the term hereof.

### **ARTICLE 34 TERM OF AGREEMENT**

This Agreement became effective July 1, 2021, and shall continue in effect until June 30, 2024, or until a successor agreement has been agreed to by the parties, whichever is the later date. The Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing not later than January 15 of the year of expiration that it wishes to bargain.

## **ARTICLE 35. WAGE SCHEDULES**

**Section A. July 1, 2021, through June 30, 2022, Cost of Living Adjustment (COLA):** Effective July 1, 2021, the wage schedule of all employees shall be adjusted by two percent (2.0%) based upon the CPI-W West Consumer Price Index to the second half of the prior year.

**Section B. July 1, 2022, through June 30, 2023, COLA:** Effective July 1, 2022, the wage schedule of all employees shall be adjusted by not less than two percent (2.0%) and not more than four percent (4.0%) based upon the CPI-W West Consumer Price Index for the second half of the prior year.

**Section C. July 1, 2023, through June 30, 2024, COLA:** Effective July 1, 2023, the wage schedule of all employees shall be adjusted not less than two percent (2.0%) and not more than four percent (4.0%) based upon the CPI-W West Consumer Price Index.

Wage adjustments in addition to the COLAs as outlined above:

| Classification              | Year 1 | Year 2 | Year 3 | Cost of COLA and wage adjustment |
|-----------------------------|--------|--------|--------|----------------------------------|
| Firefighter                 | 0%     | 1%     | 1%     | Not to exceed 4%, annually       |
| Engineer/AO                 | 0%     | 1%     | 1%     | Not to exceed 4%, annually       |
| Captain                     | 0%     | 2%     | 1%     | Not to exceed 5%, annually       |
| Battalion Chief             | 0%     | 2%     | 3%     | Not to exceed 6%, annually       |
| Deputy Fire Marshal         | 0%     | 1%     | 1%     | Not to exceed 4%, annually       |
| Support Services Technician | 0%     | 1%     | 1%     | Not to exceed 4%, annually       |



## **ARTICLE 36. SAFETY, HEALTH AND WELLNESS LABOR/MANAGEMENT COMMITTEE**

**Section A. Committee Defined:** The Joint Labor Management Committee will meet regarding Safety, Health and Wellness programs offered by the department. They will make recommendations for improvements to existing department programs or identifying new programs that will enhance the Safety/ Health and Wellness of the organization's members.

### **Subjects covered by the Committee:**

- Occupational Medical Exams
- Occupational Fitness Evaluations
- Injury Prevention and Rehabilitation
- Behavioral Health
- Data Collection
- Workplace Safety

### **Section B. Responsibility of Committee Members**

- Attending, when possible, all meetings
- Committee will meet no less than twice a year
- Sharing information freely with others on the committee
- Providing problem solving ideas.
- Supporting and educating their fellow Union members with regard to the full committee recommendations.

**Section C. Wages:** Overtime for participating in the committee meetings will be paid.

**Section D. Committee Members:** The committee shall consist of two (2) exempt department members, with the Union appointing three represented employees making an effort to be diverse in the appointment.

## **APPENDIX A**

### **Job Units:**

For the purpose of Article 14, the following are job units. Bumping between full-time regular budgeted employees may occur within these units.

#### **Operations Unit**

- Battalion Chief
- Captain
- Lieutenant
- Fire Engineer/AO
- Firefighter
- Daytime Firefighter

#### **40-Hour Unit**

- Deputy Fire Marshal
- Fire Prevention Specialist
- Support Services Technician

DATED this 15th day of December, 2021

CITY OF MCMINNVILLE, OREGON

I.A.F.F., LOCAL 3099

DocuSigned by:



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Jeff Towery

City Manager

DocuSigned by:



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Todd Godfrey

President

DocuSigned by:



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Rich Leipfert

Fire Chief

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David Barsotti

Vice President

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Secretary

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Kristina Beaudoin

Treasurer