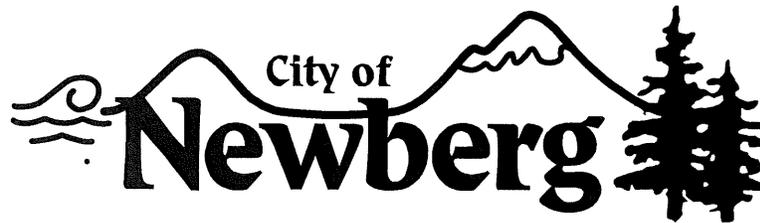


COLLECTIVE BARGAINING AGREEMENT



FIRE DEPARTMENT

For the Period

July 1, 2014 - June 30, 2017

Ratified by Resolution 2014-3146 on 06/02/2014

Document in O:\Legal\Fire Dept\CURRENT CB Agreement Expires June 30 2017\2014-17 Union Contract.doc

TABLE OF CONTENTS

Preamble	5
Article 1 Recognition	5
Article 2 Non-Discrimination	5
Article 3 Management Rights	5
Article 4 Strikes	6
4.1 No Strike.....	6
4.2 Union Obligation.....	6
4.3 Lockout.....	7
Article 5 General Provisions	7
5.1 Seniority.....	7
5.2 Probationary Period.....	7
5.3 Dues Check-Off.....	8
5.4 Uniforms.....	8
5.5 Promotions.....	8
5.6 Fair Share Payments.....	9
Article 6 Personnel Records	9
6.1 Files.....	9
6.2 Signature Requirement.....	9
6.3 File Purging.....	9
Article 7 Leave of Absence	10
7.1 Without Pay.....	10
7.2 Witness of Jury Duty.....	10
7.3 Family Leave.....	10
7.4 Military Leave.....	10
7.5 Bereavement Leave.....	11
Article 8 Union Business	11
8.1 Representatives.....	11
8.2 Visits.....	11
8.3 Internal Business.....	11

	8.4	Bulletin Boards.....	11
	8.5	Temporary Filling of Bargaining Unit Positions	11
Article 9		Hours of Work.....	12
	9.1	Hours of Work Defined.....	12
	9.2	Normal Work Schedule.....	12
	9.3	Overtime.....	13
Article 10		Compensation.....	14
	10.1	Wages.....	14
	10.2	Insurance.....	16
	10.3	Retirement.....	18
	10.4	Disability Insurance.....	18
	10.5	Life Insurance Benefit.....	18
	10.6	Longevity Pay.....	19
Article 11		Discipline.....	19
	11.1	Standard.....	19
	11.2	Probationary Employee.....	19
	11.3	Imposition.....	19
	11.4	Due Process.....	19
	11.5	Just Cause Standards.....	20
Article 12		Grievance Procedure.....	20
	12.1	Procedure.....	20
	12.2	Arbitration.....	21
	12.3	Time Limits.....	22
	12.4	Termination of Grievance.....	22
Article 13		Vacation.....	23
	13.1	Accrual.....	23
	13.2	Maximum Accrual.....	23
	13.3	Scheduling.....	23
	13.4	New Hires.....	23
Article 14		Holidays.....	24
	14.1	Veteran's Day.....	24
Article 15		Sick Leave.....	24
	15.1	Accrual.....	24
	15.2	Utilization.....	24

15.3	Integration with Worker’s Compensation.....	25
15.4	Notification.....	25
15.5	Unused Sick Leave Credit upon retirement, Total Disability, or Death.....	25
15.6	Sick Leave Incentive.....	25
Article 16	Expedited Bargaining.....	26
Article 17	Savings Clause.....	26
Article 18	Term of Agreement.....	26
18.1	Term.....	26
18.2	Wage Opener.....	27
Article 19	Residency Requirement.....	27
Article 20	Health and Wellness.....	27
Appendix A	Wage Plan.....	28

PREAMBLE

This Agreement is entered into by and between the City of Newberg, hereinafter referred to as the "City," and the International Association of Firefighters, Local 1660, hereinafter referred to as the "Union" and is the full and complete agreement between the parties.

.....

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all full-time, paid fire suppression, inspection, prevention and firefighter/paramedic employees, excluding all volunteers and all part-time, temporary, casual, managerial (including Division Chiefs) and confidential employees.

.....

ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, mental or physical disability, sex, age, union affiliation or other status protected by state or federal law. Any references to gender in the Agreement include both genders. The parties agree that nothing in this Agreement will interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law. Any disputes regarding this article may be resolved through the grievance procedure, but will not be subject to the arbitration process.

.....

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City will include the following:

- a. To direct and supervise all operations, functions and policies of the

divisions employing the persons in the bargaining unit.

- b. To manage and direct the work force, including, but not limited to, the right to:
 - i. Determine the methods, processes and manner of performing work;
 - ii. Hire, promote, and retain employees;
 - iii. Determine work schedules and;
 - iiii. Purchase, dispose of and assign equipment and supplies;
- c. To determine the need for a reduction or an increase in the work force;
- d. To establish, revise and implement standards for hiring, classification, promotion, equipment, materials, and quality of work; and
- e. To implement new as well as to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Utilization of any management rights not specifically limited by this Agreement will be at the City's discretion and not subject to negotiation or the grievance procedure, except as otherwise guaranteed by ORS 243.650 through 243.782.

.....

ARTICLE 4 – STRIKES

4.1 No Strike

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City while on duty during the term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment and to maintain the continuity of essential services, will not honor any picket line established by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

4.2 Union Obligation

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

4.3 Lockout

There will be no lockout of employees in the unit by the City during the term of this Agreement.

.....

ARTICLE 5 - GENERAL PROVISIONS

5.1 Seniority

Seniority will be established from the last date of hire and continue to accrue during all paid time in the bargaining unit.

Seniority will be terminated if an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off and fails to respond to a written notice of recall;
- d. Is laid off work for a period of time greater than 18 months or a period of time equal to the employee's seniority, whichever is shorter;
- e. Is retired, or;
- f. Takes an approved leave of absence for 12 months or greater.

Seniority by classification for a regular employee will prevail in the case of lay-off or rehire where qualifications are equal, regardless of budgetary designation. The last employee hired will be the first employee laid off and the last employee laid off will be the first employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City's determination will not be arbitrary or capricious.

In the event of layoffs occurring at the rank of officer level, those employees will have the opportunity to "bump" down to the next lower level provided they are qualified for that position and have seniority over those at that lower level.

5.2 Probationary Period

Every employee hired into the bargaining unit will serve a probationary period of 365 days from date of hire, ending at 11:59 P.M on the 365th day. If the employee is on duty on the 365th day, their probation will end at the end of their assigned shift. The Union recognizes the right of the City to terminate or discipline probationary employees for any

reason, with or without cause, and any such discipline will not constitute a violation of this Agreement, and will not be subject to the grievance procedure.

5.2.1 Probationary Period Extension. The City in its sole discretion may extend the probationary period not to exceed an additional three (3) months, if the employer determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the City will notify the employee of such extension in writing no later than fourteen (14) calendar days prior to the end of the probationary period.

5.3 Dues Check-off

The City agrees to deduct and remit the uniformly required Union membership dues and other authorized fees or assessments from each employee's monthly paycheck who have authorized such deductions in writing. The Union will inform the City in writing of any changes in the amount of the dues.

5.4 Uniforms

The City will provide all necessary duty uniforms to the members of the Union at no cost to the members in accordance with Newberg Fire Department Operational Guidelines.

5.5 Promotions

The City will hold in-house promotional exams for any positions covered under this labor Agreement whenever at least three (3) qualified candidates meet the minimum requirements for the vacant position and qualify through a bona fide testing process at a "passing" level. Whenever multiple positions are available, there must be three (3) qualified candidates for openings, and one (1) additional qualified candidate for testing for each vacant position. Example: If there are three (3) vacant positions available, then there must be three (3) qualified candidates plus one (1) qualified candidate for each additional vacant position for a total of five (5) qualified candidates available for selection for the three (3) vacant positions available.

5.6 Fair Share Payments

The City and the Union agree that a "Fair Share" agreement exists for all members of the bargaining unit and includes all new employees after thirty (30) days of employment.

The parties agree that the provisions of ORS 243.666 regarding fair share will be applied to all employees in the bargaining unit who decline membership in the Union and that the Union will inform those employees of their obligation to pay Union membership dues or fair share contribution.

An individual employee who does not join the Union and objects to paying fair share to the Union on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will not be required to pay dues or fair share payments; but such employee will be required to pay an amount equivalent to fair share to a non-religious charity or to another charitable organization mutually agreed upon by said employee and the Union. The employee will furnish written proof to the City and the Union that this has been done.

.....

ARTICLE 6 - PERSONNEL RECORDS

6.1 Files

Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized City representative.

6.2 Signature Requirement

No information reflecting critically upon employees will be placed in their personnel files that do not bear their signature. Employees will be required to sign such material to be placed in their personnel file with the understanding their signature does not indicate agreement.

6.3 File Purging

Upon request of the employee, written warnings will be removed from their personnel file after three (3) years, as long as no warnings or discipline occurred within that time period.

.....

ARTICLE 7 - LEAVE OF ABSENCE

7.1 Without Pay

The City will consider a written application for leave of absence without pay. The written application must describe the reason for the request and contain a specified date at which the employee is expected to return to work. In the event of an emergency which requires the employee to return to work, the City may terminate or cancel such leave by ten (10) days written notice, mailed to the address given by the employee on his/her written application for such leave. Notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence will be considered as having resigned his/her position. Employees who are on leave without pay for any reason will not accrue any benefits unless otherwise specified in this Agreement.

7.2 Witness or Jury Duty

Employees will suffer no loss of pay as a result of a requirement to serve on a jury or in the event they are subpoenaed to be a witness in a matter resulting from their official duties with the City. In the event an employee is subpoenaed for something other than that described herein, the City will allow time off without pay or the employee may use vacation or comp time. If the employee is released from jury duty early, they will return to work. All compensation, less mileage, will be transferred to the City.

7.3 Family Leave

The City will allow family leave in accordance with federal and state law.

7.4 Military Leave

Military leave will be granted in accordance with state and federal law.

7.5 Bereavement Leave

In the event of a death in the employee's immediate family, an employee may be granted leave with pay up to forty-eight (48) hours to the members assigned to a twenty-four (24) hour shift with the Fire Chief's approval. Immediate family includes current spouse, children, stepchildren, parents, parents-in-law, siblings, and grandparents. In the case of a close friend or relative other than those listed, the employee may be given the time necessary to attend the funeral.

.....

ARTICLE 8 - UNION BUSINESS

8.1 Representatives

The Union will notify the City, in writing, of the names of its representatives.

8.2 Visits

Union representatives, other than City employees, may visit with employees during breaks, meal periods, or after normal working hours. Employee representatives are not required to provide notification. Visits outside of those allowed for above, may be granted only with the expressed approval of the Fire Chief or a designee and will not disrupt the workflow.

8.3 Internal Business

The internal business of the Union will only be conducted outside normal working hours.

8.4 Bulletin Boards

Bulletin board space will be provided the Union for posting meeting notices and other information of interest to its members.

8.5 Temporary Filling of Bargaining Unit Positions

When a position that is in the bargaining unit becomes temporarily vacant for a period longer than two (2) months, the City will enter into discussion with the Union.

.....

ARTICLE 9 - HOURS OF WORK

9.1 Hours of Work Defined

Hours worked will be comprised of all of the hours during which an employee is necessarily required to be on the City's premises on duty or at a prescribed work place. Time spent in conducting bona fide volunteer activities are not to be considered hours worked. Paid regular hours, vacation leave, sick leave, compensatory, and jury duty leave are hours worked for purpose of calculating overtime.

9.2 Normal Work Schedule

Employees shall work a minimum of every 24 of 72 hours (24/48 model) as assigned to a regular 24 hour shift (A, B or C) with the exception of approved leave (vacation, sick, jury duty etc.). Within the 24/48 model employees work an average of a 56 hour work week for a total of 2912 hours per year.

9.2.1 Minimum Staffing. The Department will operate with a minimum of 18 collective bargaining members (12 firefighters and 6 officers). A minimum of 6 collective bargaining members shall be compensated at their prescribed rate in a 24 hour period.

The Department will attempt to maintain six (6) and will maintain no less than four (4) collective bargaining personnel on duty at all times.

The Department will enter into discussion with Union representatives regarding circumstances that would adversely affect its ability to maintain minimum staffing to reach a mutually agreed decision. Again, the goal is to maintain six union members on duty, however, it is understood that unforeseen circumstances (lengthy sick time, flu season, FMLA leave, etc.) may put a burden on NFD, the city budget, and the Union members. Under these circumstances, discussions between NFD and the Union will be conducted, and temporary use of management and/or part-time staff will be utilized to ensure adequate shift coverage, and sustainability of the budget. It is also understood that NFD will remain flexible and give open consideration to personnel time-off requests as the budget allows. To allow for additional flexibility, management and part-time staff may be used to fill time-off requests if all other Union members have been asked and declined.

9.3 Overtime

All time worked in excess of 212 hours in a 28-day period (overtime) must be approved by the Fire Chief or a designee. Employees will be compensated overtime at a rate of 1.5 times their **normal hourly rate**.

156 hours of the 2912 normal work schedule hours shall be compensated as overtime. Employees that work a shift that exceed 2912 hours in a calendar year as part of their normal work schedule will be compensated overtime for those hours in December's pay period.

9.3.1 Emergency Callback. "Emergency callback" is considered compensable overtime under this agreement when an employee is off duty and is authorized or required to respond back to the department for a reported emergency or emergency staffing request.

When an employee works emergency callback, they will be compensated for a minimum of two (2) hours. Additional assignments before returning to off-duty status will be compensated as an extension of the original callback. Additional assignments after returning to off-duty status will be compensated with an additional two (2) hours minimum, unless the callback occurs within the previous two (2) hour time frame.

Overtime compensation for hold-over from any scheduled shift or after the first two hours of an emergency callback will be earned in 15 minute increments.

9.3.2 Comp time. Overtime can be accrued as compensatory time (comp time) at one and one half (1-1/2) times the hours worked. Maximum accrual of comp time will be one hundred (100) hours. All overtime not accrued as comp time will be compensated at a rate of one and one half (1-1/2) times the employee's **normal hourly rate**. Comp time may be scheduled in accordance with Article 13.3.

9.3.3 Paid Education/Training. When an employee attends an approved class, seminar, or any other educational event that is required to maintain a job certification, the employee will be paid for the duration of the event and will be

reimbursed for mileage at the standard mileage rate if the need for travel becomes necessary.

.....

ARTICLE 10 - COMPENSATION

10.1 Wages

Effective July 1, 2014, through the term of this contract, the wage plan will be as stated in Appendix A.

Wages will be factored based upon 2756 hours per year. The following positions will be recognized by and apply to this CBA. The wages for each position will be established by a subsequent percentage above the previous position.

1. Firefighter/EMT (FF)- Base
2. Firefighter/Paramedic (FFP)- 10% above FF
3. Lieutenant/Paramedic (LTP)- 15% above FFP

Hourly Rate Descriptions:

Base Hourly Rate - Established for the FF/EMT position and used as the basis for wage calculations for all other positions within this CBA. It shall be factored by dividing the yearly salary by 2756.

Adjusted Hourly Rate – The **base hourly rate** plus built-in overtime (156 hours per year). It is used to factor incentives and secondary duty assignments. This rate is based on current staffing levels.

Normal Hourly Rate – The **adjusted hourly rate** plus any applied incentives and secondary duty assignments. It is used to factor overtime.

10.1.1 Incentives. In addition to the wage plan, an employee who meets the City's criteria for the following incentives will receive the incentive as designated below. All incentives and secondary duty assignments are non-accumulative, but can be added together between different categories. All incentives are based and applied to the employee's **adjusted hourly rate**.

- a. Bilingual: Bilingual employees in a language which is necessary and used on the job will receive a five percent (5%) incentive. An example of such a language is Spanish. City will administer the bona fide test.

- b. Paramedic Preceptor: Employees acting as a paramedic preceptor will receive a three percent (3%) incentive. The incentive will begin the first shift working with the intern and continue until the end of the pay period that the internship is completed. Employees covering a preceptor's shift are not eligible for the incentive.

NFD will normally allow only two (2) interns, which require paramedic preceptors at any one time. Thus, only two (2) employees will be eligible for paramedic preceptor incentive at any one time. However, under unusual circumstances for the benefit of the City and with the approval of the Fire Chief, there may be approval of training of more than two (2) interns at any one time, which would require more than two (2) paramedic preceptors. In such case, the City would pay each paramedic preceptor the three percent (3%) incentive.

- c. Apparatus Operator (applies only to the Firefighters' positions): Employees who are qualified as Apparatus Operators by NFD as outlined in the NFD Operating Guidelines will receive a six percent (6%) incentive.

Those employees currently receiving five percent (5%) incentive under the current contract (dated July 1, 2009) will receive six percent (6%) starting July 1, 2014. Employees receiving less than five percent (5%) will continue to receive incentive pay at their current level (based on the contract dated July 1, 2009) until those employees complete the necessary training and receive certification as outlined above to receive six percent (6%) incentive.

- d. Acting-In-Capacity (AIC): Firefighters who have passed the examination process and are qualified for promotion to lieutenant and have been designated as AIC by the NFD will be paid a seven and one half percent (7.5%) incentive for hours worked when a minimum of six (6) hours has been spent at one time in the capacity of lieutenant. When the six (6) hour minimum is reached, the incentive is applied to all hours worked by the AIC as lieutenant.

- e. Technical Rescue: Employees qualified in a technical rescue skill as outlined in the NFD Operating Guidelines, and recognized by NFD, will receive a three percent (3%) incentive. For each subsequent technical rescue skill achieved per the above requirements, employees will receive an additional one percent (1%) incentive.

10.1.2 Secondary Duty Assignment. Secondary duty assignments are intended to assist NFD with important operational programs that would otherwise require significant cost to the City. Secondary duty assignments will be approved by the Fire Chief and may not always be filled.

Selection of individuals for these assignments will be based upon a bona fide internal process developed by Union and management. Each assignment has a duration of two (2) years, but management may extend up to one (1) year. The process for placing employees in one of these assignments is not applicable to the promotional process as outlined in Article 5.5.

Secondary duty assignment responsibilities will be outlined in a job description developed by NFD. Employees will be on a one (1) year probation and can be removed from the assignment without due process and not subject to the grievance process, during the probationary period.

The following secondary duty assignments are currently recognized by NFD and are compensated at the listed percentage applied to the employee's **adjusted hourly rate**:

1. Fleet Maintenance and Repair Coordinator: one (1) person – 6%
2. Assistant Training Officer: one (1) person – 5%

10.1.3 Payroll. Employees will be paid using the current payroll process used by the City. Employees will be paid for hours worked in a payroll period. Overtime will be paid to the employee in the payroll period worked.

10.2 Insurance

The City will continue to make available medical, dental, and vision insurance which is significantly similar to the current health insurance subject to the following provisions:

- a. Premium contributions: The Union agrees that the City's contribution to the premiums will be ninety percent (90%), with the remaining ten percent (10%) to be contributed by the employee. The City will continue to make all good faith efforts to allow the employee to pay the contribution as a pretax contribution.
- b. Insurance Plan and Cost Increase Cap: The Union will receive medical, dental and vision benefits through The Northwest Firefighters Relief Association, ("The Trust") and agrees that the benefits received through The Trust are significantly similar to the current health insurance benefits. The City shall pay to The Trust \$1,209.00 per month ("the premium") for each member of the bargaining unit in installments as directed by The Trust. The premium is subject to the contribution/split as stated in the above paragraph. The City shall pay the premium plus any increase in the premium amount of fifteen percent (15%) or less each year of the Agreement subject to the contribution/split. If the increase in premium amount exceeds fifteen percent (15%) annually, the City and Union member will contribute/split the amount of the premium exceeding fifteen percent (15%) by each party paying fifty percent (50 %) of the amount exceeding fifteen percent (15%.) The Union will make its best effort to have The Trust notify the City of any increase in premiums in a timely fashion for budgetary purposes.
- c. Termination bargaining: If the insurance carrier informs the City of the intent to terminate the benefit plans currently in effect, the City will notify the Union in writing and the parties will negotiate over the termination of the benefit plans. The Union has fourteen (14) calendar days after receiving notice from the City to demand in writing to bargain. If the Union does not provide such notice, the Union waives its right to bargain over the change or the impact of the change identified in the notice. The parties may mutually agree in writing to a bargaining period other than the ninety (90) days as specified in the statute.
- d. Extension coverage: If the insurance carrier has not provided the requisite notice for the parties to comply with statute, the City will first seek to extend the current coverage to cover the negotiations and the implementation of an

alternative plan. If the insurance carrier fails to provide such extension coverage as set out above, the City may implement, without penalty, an available plan consisting of similar benefits. The employer will make a good faith effort to find a plan acceptable to the Union.

- e. Replacement plan subject to cost-sharing: The replacement insurance plan benefits are not required to be equal to the terminated plan, nor will the employer be obligated to provide a plan that provides the same benefits at the same level as the terminated plan. The employer will not be obligated to buy a more expensive plan that provides benefits equal to, substantially equal to, or at the same level as the terminated plan.

10.2.1 VEBA Accounts. The City will contribute one hundred eighty-five dollars (\$185) monthly to each employee's VEBA account. Additionally, the City will continue to defer fifty dollars (\$50) pretax from each employee's salary to the VEBA account as per the request from the Union on January 16, 2008. This deferral cannot be changed without a vote of the Union and agreement of the City. No individual member may request to stop or rescind the additional VEBA contribution.

10.3 Retirement

The City agrees to maintain all current employees in the PERS system. The City agrees to place new employees into the PERS system. The City will pay on behalf of the employee six percent (6%) of his/her salary as contributions to the retirement plan.

10.4 Disability Insurance

The City will maintain current disability insurance for members of the Union.

10.5 Life Insurance Benefit

The City will provide employees a group term life insurance policy valued at 1.5 times the base firefighter salary with a \$150,000 maximum.

10.6 Longevity Pay

Each member of the bargaining unit will be eligible to receive additional pay to encourage employment longevity with the City. The additional pay will begin the first full month after the eligible length of service is completed and will be paid into a City-approved deferred compensation plan. If the City has more than one plan, the employee may select the plan of choice. After ten (10) full years of employment, the additional pay will be paid based on the following schedule:

11 through 15 Years	\$ 40 per month
16 through 20 Years	\$ 60 per month
20+ Years	\$ 100 per month

.....

ARTICLE 11 - DISCIPLINE

11.1 Standard

No employee will be disciplined or discharged except for just cause. Oral or written warnings are not considered to be discipline and may not be protested through the grievance procedure.

11.2 Probationary Employee

This article will not apply to any employee on probation as defined in ARTICLE 5 - GENERAL PROVISIONS, 5.2 Probationary Period.

11.3 Imposition

If the City has reason to discipline an employee, the City will make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

11.4 Due Process

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

- a. The employee will be notified, in writing, of the charges or allegations that may subject him/her to discipline.
- b. The employee will be notified, in writing, of the disciplinary sanctions being considered.
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d. At his/her request, the employee will be entitled to Union representation at the informal hearing.

11.5 Just Cause Standards

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

- a. The employee will have some warning of the consequences of the conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied even handedly.
- c. The City must conduct a reasonable investigation.
- d. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f. The employee's past employment record will be considered, if appropriate, based on the severity of the act.

.....

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Procedure

For the purpose of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause or an alleged violation of the Agreement.

Grievances must be presented within ten (10) days from the occurrence of the event from which the grievance stemmed or the employee's knowledge thereof. The grievance will be reduced to writing and signed by the employee or the Union and will include a statement of the grievance, the facts upon which it is based, and the section of the Agreement to which the grievance relates.

Step 1

A copy of the grievance will be forwarded to the Fire Chief, who will, within fifteen (15) calendar days of his receipt of the grievance, render a decision after meeting with the aggrieved employee and/or the Union representative. If the grievance is not resolved, the employee will, within ten (10) calendar days of the Fire Chief's decision, proceed to Step 2.

Step 2

The grievance, along with all pertinent written information will be submitted to the City Manager. The City Manager will meet with employee and/or the Union representative and the aggrieved and will render a decision within fifteen (15) calendar days of receipt of advancement of the grievance to Step 2. If the City Manager's decision does not resolve the grievance it will be processed as outlined in Step 3 within ten (10) calendar days of the City Manager's decision.

Step 3

A list of seven (7) arbitrators will be requested from the Employment Relations Board and the parties, beginning with the Union, will alternately strike one (1) name until one (1) person is left.

12.2 Arbitration

The arbitrator will have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator will have no power to modify, add to or subtract from the terms of this Agreement and will be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision will be in writing and will be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision will be final and binding on the affected employee(s), the Union, and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena will be borne by the party requesting the subpoena. Each party will be responsible for compensating its own witnesses and representatives during the arbitration hearing. The parties will share the arbitrator's fees and expenses.

12.3 Time Limits

All parties subject to these procedures will be bound by the time limits contained herein. If either party fails to follow such limits, the following will result:

- a. If the grievant fails to respond in a timely fashion, the grievance will be deemed waived.
- b. If the City at any step, fails to respond in a timely fashion, the grievance will proceed to the next step.

12.4 Termination of Grievance

A grievance may be terminated at any time upon receipt of a signed statement from the party filing the grievance that the matter has been resolved.

.....

ARTICLE 13 – VACATION

13.1 Accrual

Full-time employees will accrue vacation from date-of-hire, on a monthly basis, according to the following schedule:

YEARS OF SERVICE	ACCRUAL AMOUNT (PAY PERIOD)
UP TO 5 YEARS	12 HOURS (288 MAXIMUM)
5 BUT LESS THAN 10	17.0 HOURS (408 MAXIMUM)
10 BUT LESS THAN 15	20.0 HOURS (480 MAXIMUM)
15 BUT LESS THAN 20	24.0 HOURS (576 MAXIMUM)
20 OR MORE	26.0 HOURS (624 MAXIMUM)

13.2 Maximum Accrual

Employees may not maintain a vacation balance greater than twice their annual accrual.

13.3 Scheduling

Vacations will be scheduled at the discretion of the Fire Chief or his designee, but with due consideration to the desires of the employees.

13.4 New Hires

New hires will not be eligible for vacation leave during their first six months of employment.

•••••

ARTICLE 14 - HOLIDAYS

Employees will accrue holiday time off at a rate of twelve (12) hours per month worked. Employees will work on holidays as scheduled unless they are off on approved leave. Employees have the option of either using their accrued holiday time anytime during the year or cashing out the unused balance. Unused balances will be cashed out on December 31st of each year at employees' **normal hourly rate** (excluding AIC and paramedic preceptor incentive pay). Holiday time cannot be carried forward to the next year.

Employees may take a one-time special draw on December 15th in an amount not to exceed their accrued holiday pay. Employees will be given a Draw Form by December 1st to be completed and turned in to Finance (Payroll) by December 8th in order to receive this draw. Finance will provide the Fire Chief with a list of Union members showing available holiday pay.

14.1 Veteran's Day

Pursuant to ORS 408.225, Veteran employees are allowed to take time off in observance of Veteran's Day, but must submit notice within twenty-one (21) days prior to their supervisor. Supervisors must respond within fourteen (14) days. The time off does not have to be on the actual holiday. These employees are entitled to eight (8) hours of paid time off.

.....

ARTICLE 15 - SICK LEAVE

15.1 Accrual

Employees will accrue sick leave at the rate of thirteen (13) hours per month. Maximum sick leave accrual is 1,400 hours. Sick leave will not accrue during unpaid leaves or layoff.

15.2 Utilization

Sick leave may be used for non-occupational illness or injury, for appointments with doctors or dentists, etc., or to care for an immediate family member who is ill and living with the employee.

15.3 Integration with Worker's Compensation

In case of an injury or illness qualifying for Workers Compensation payments, employees may supplement any Workers compensation payments received using sick leave accruals to equal the regular take home pay of the employee, as long as enough sick leave is accrued to equal that payment. Employees electing to supplement Workers Compensation payments must turn in such payments to payroll in exchange for a regular payroll check for the period in question. Normal payroll deductions will be taken from the paycheck received from the City as long as sufficient dollars amounts are available.

15.4 Notification

In the event an employee is ill or cannot report as scheduled, he\she must report the reason for absence within 30 minutes of the start of their I scheduled workday. Sick leave with pay will not be allowed unless proper notification has been given except where such notification was not possible for a valid reason. The City may require a written doctor's certification verifying any use of sick leave.

15.5 Unused Sick Leave Credit upon Retirement, Total Disability or Death

For all current and new employees, upon retirement, total disability or death, the City will report one hundred percent (100%) of the employees' accumulated unused sick leave (sick leave balance) to PERS for the purpose that PERS will, in accordance with the procedure established by the board, credit to the employees' final average salary computations for determining benefits for the monetary value of fifty percent (50%) of the accumulated unused sick leave (sick leave balance) in accordance with state laws and the rules of PERS, if allowable by state law.

15.6 Sick Leave Incentive

Union members are eligible to receive the same sick leave incentive benefit as non-represented employees as set out in the City of Newberg Personnel Manual. Union members will only receive this incentive if it is also given to the rest of the City employees.

.....

ARTICLE 16 – EXPEDITED BARGAINING

In the event the City desires to amend or modify or change the status quo concerning an issue that it believes is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Union with written notice of the proposed change. The Union will have fourteen (14) days to object in writing and orally to the person proposing the change or their designee. The Union’s written objection will specify the nature of the objection. Failure of the Union to object in writing to the proposed change within fourteen (14) days of the notice provided for above will serve as a waiver of the Union’s right to bargain. Thereafter, the parties will bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement; either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746.

.....

ARTICLE 17 – SAVINGS CLAUSE

Should any provision of this Agreement be found by a court of competent jurisdiction or any administrative agency having jurisdiction to be in violation of any federal or state law, the remainder of the provisions of this Agreement will be considered as severable and remain in full force and effect for the duration of this Agreement. The parties agree to meet and negotiate as soon as reasonably possible for a substitute to any provision declared in violation of federal or state law, if substitution is possible.

.....

ARTICLE 18 – TERM OF AGREEMENT

18.1 Term

This Agreement will be effective on July 1, 2014, and will remain in effect through June 30, 2017. This Agreement will automatically be renewed from year to year thereafter, unless by January 1st of the expiring year of the agreement either party gives written notice to the other of their intent to negotiate a successor agreement.

18.2 Wage Opener

In March of 2015, both parties agree to bargain over a potential wage increase only, for the duration of the contract.

.....

ARTICLE 19 – RESIDENCY REQUIREMENT

No residency requirement.

.....

ARTICLE 20 – HEALTH AND WELLNESS

In order to help promote employee health improvement, employees will be given the opportunity to exercise approximately sixty (60) minutes during business hours, at the discretion of shift supervisor, as long as it does not interfere with responses or routine duties. The City will strive to obtain and maintain equipment in order to encourage this program.

.....

This Agreement is executed on this 20th day of June, 2014, by the under-
signed:

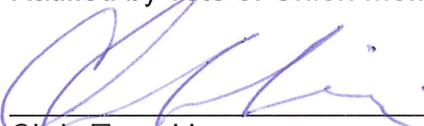
CITY OF NEWBERG

IAFF LOCAL 1660

Ratified by vote of Union Members



Lee Elliott, City Manager Pro Tem
By Authority of Resolution No. 2014-3146
Adopted on June 2, 2014



Chris Tompkins
Secretary,
IAFF Local 1660

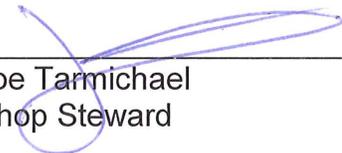


Michael Sherman
Shop Steward

APPROVED AS TO LEGAL SUFFICIENCY:



Truman A. Stone, City Attorney



Joe Tarnichael
Shop Steward



RESOLUTION No. 2014-3146

A RESOLUTION ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1660, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AS WELL AS DELEGATING THE AUTHORITY TO MAKE MINOR AMENDMENTS AND INTERPRET THE AGREEMENT ON BEHALF OF THE CITY

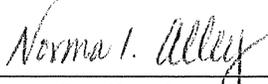
RECITALS:

1. City staff has been negotiating with the International Association of Firefighters (IAFF), Local 1660 (“Union”) representatives for the new contract period July 1, 2014, through June 30, 2017.
2. The city has been notified that the Union members have ratified the tentative collective bargaining agreement (“Agreement”).
3. The Union voted to accept this Agreement.
4. City staff recommends acceptance of the Agreement by the city council.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The city approves the Agreement between the city and the Union, which is attached hereto as Exhibit A and by this reference incorporated.
2. The city manager pro tem is authorized to execute the Agreement with the Union on behalf of the city. The city manager is further delegated the authority to approve minor amendments to the Agreement; interpret language to the Agreement on behalf of the city; enter into letters of understanding concerning the interpretation and disputes arising under the Agreement; and negotiate settlements of disputes concerning interpretation of the Agreement.
3. The city attorney will review and approve the Agreement as to legal sufficiency.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: June 3, 2014.
ADOPTED by the city council of the city of Newberg, Oregon, this 2nd day of June, 2014.



Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 5th day of June, 2014.


Bob Andrews, Mayor