

AGREEMENT

BETWEEN THE

CITY OF LAKE OSWEGO

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(LOCAL 1159)

JULY 1, 2017 THROUGH JUNE 30, 2020

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AGREEMENT AND PURPOSE

This agreement is entered into, by and between the City of Lake Oswego, hereinafter referred to as the "City", and the Lake Oswego members of Local No. 1159, International Association of Firefighters, hereinafter referred to as the "Association" and/or "Firefighters."

It is the purpose of this agreement to set forth herein the sole and full agreement between the parties concerning wages, hours and conditions of employment.

ARTICLE 1

Recognition

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for all full-time employees in the classifications of Firefighter, Fire Driver-Engineer, Fire Lieutenant, Deputy Fire Marshal and EMS Coordinator; but excluding all seasonal, casual and irregular part-time, volunteer intern, supervisory or confidential employees and workers of the City.

ARTICLE 2

Management Rights

2.1 The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department; determining standards and levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote, discipline and discharge employees (subject to Article 23); to determine work schedules and assign work; and to exercise any other right not specifically abridged by this agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this agreement, provided that management rights and prerogatives, except where abridged by specific provision of this agreement, are not subject to the grievance procedure specified in Article 24. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section.

ARTICLE 3

Employee Rights

3.1 It is agreed that employees represented by the International Association of Firefighters shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this agreement also shall have the right to refuse to join in the activities of the Association or any

other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of his/her exercise of these rights.

ARTICLE 4

Peaceful Performance of City Services

4.1 During the time of this agreement, there will be no strike, (including sympathy strike) by the Association, nor will any of its officers, agents, or employees instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work or any other intentional disruption of the operations of the City, regardless of the reason for so doing. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

4.2 In the event of a violation of this provision by the Association or employees in the bargaining unit, the City may discipline or discharge any member of the Association involved in such activity. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

4.3 Each employee who holds the position of officer, steward or negotiator of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article. The Association agrees to inform its members of their obligations under this agreement and to direct them to return to work.

ARTICLE 5

Union Security

5.1 Membership or non-membership in the International Association of Firefighters shall be the individual choice of employees covered by this agreement. However, any employee who chooses not to belong shall make a "payment in lieu of dues" which shall be in an amount equivalent to periodic dues uniformly required. Each employee shall maintain on file with the City an authorization to deduct fair share dues or union dues.

5.2 Notwithstanding the foregoing, any employee who, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, objects to "fair share" as required in this article shall not be required to do so. Such employee shall pay an amount of money equivalent to regular Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to his/her employer that this has been done.

5.3 Dues Check-Off. The City agrees to deduct once each month the regular monthly Association dues in an amount certified by the Association Treasurer for each employee in the bargaining unit.

5.4 The aggregate amount of dues and service fee deductions shall be transmitted to the Association Treasurer with an itemized statement by the tenth day of the month after such deductions are made.

5.5 If an employee has no pay due for a given month, the City shall have no obligation to deduct or transmit dues or service fees for that employee for that month. In such event, the Association will collect dues or service fees directly from the affected employee.

5.6 The Association shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's deduction of service or fair share fees.

5.7 The City will notify the Association of all new hires in the bargaining unit within two weeks after their having been employed, furnishing the Association with the new employee's name, mailing address and position for which he/she was hired. With the employee's written permission, the City will also provide his/her Social Security number.

5.8 The City agrees to furnish and maintain a bulletin board within the Main Fire Station to be used by the Association for the posting of official notices and bulletins of the Association which are of a non-inflammatory nature.

5.9 Except as otherwise provided in this agreement, during their working hours, Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association, provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with work and duties of the City employee.

5.10 Any service provided by the City to the Association under this article shall be at no cost to the Association.

ARTICLE 6

Hours of Work - Shift Personnel

6.1 Shift firefighters shall work a fifty-three (52.65) hour workweek. Effective the first FLSA work cycle following July 1, 2019, shift firefighter shall work a fifty-two (51.83) hour workweek. Both workweeks shall be recognized as twenty-four consecutive hours on duty, followed by forty-eight consecutive hours off-duty. Each shift shall commence at 8:00 A.M.

6.2 For the purpose of complying with the Fair Labor Standards Act, the work cycle shall be twenty-seven (27) consecutive days, commencing July 1, 1985. Any hours worked in excess of two-hundred and four (204) hours in any work cycle shall be paid at the overtime rate. For the purpose of computing those hours to be paid time and one half, vacation, holiday and sick pay are considered time worked in accordance with the FLSA.

6.3 The City may, for purposes of training or as a result of a sick or injured employee, alter an employee's workweek from a fifty-three (52.65) or fifty-two (51.83) hour workweek to a forty (40) hour workweek with no adjustment in compensation or change in the requirement to pay overtime for time worked less than two-hundred and four (204) hours in a twenty-seven (27) day work cycle.

6.4 Sections 6.2 and 6.3 are set forth to comply with the provisions of the Fair Labor Standards Act ("FLSA") and the rules and regulations currently known by the parties to be in effect. Should such provisions of the FLSA change or should any change to existing rules and regulations be made to modify the parties original intent, the parties shall renegotiate the provisions contained herein concerning hours of work, overtime compensation and rates of pay. Should the parties not reach an agreement, the matter shall be submitted to binding interest arbitration.

6.5 Shift Transfer: When the City determines that an employee should be moved from one shift to another, the employee shall not suffer a reduction or increase in pay for hours not worked as a result of the change. When an employee requests a change in shift and the City grants the request, the employee may elect to reduce his vacation accrual account, work the hours lost, or receive no pay for the hours not worked.

6.6 All shift personnel will receive eight (8) shifts off per year in lieu of FLSA compensation. The shifts will occur every 16th consecutive assigned platoon shift, thus reducing the workweek to fifty-three hours (52.65) hours per week. Effective the first FLSA work cycle after July 1, 2019, the shifts will occur every 13th consecutive assigned platoon shift, thus reducing the workweek to fifty-two (51.83) hours per week.

6.7 FLSA relief personnel may be assigned to work the following shift rotation: the employee will work five (5) consecutive platoon shifts (e.g. A Shift) then receive three (3) calendar days off. The employee will then work five (5) consecutive platoon shifts (B Shift) and then receive three (3) calendar days off. The employee will then work five (5) consecutive platoon shifts (C Shift) then receive three (3) calendar days off. This schedule creates a fifty-three (52.65) hour workweek for the employee assigned to the FLSA Relief position.

Effective the first FLSA work cycle after July 1, 2019, FLSA relief personnel may be assigned to work the following shift rotation: the employee will work four (4) consecutive platoon shifts (e.g. A Shift) then receive three (3) calendar days off. The employee will then work four (4) consecutive platoon shifts (B Shift) and then receive three (3) calendar days off. The employee will then work four (4) consecutive platoon shifts (C Shift) then receive three (3) calendar days off. This schedule creates a fifty-two (51.83) hour workweek for the employee assigned to the FLSA Relief position.

6.8 Employees assigned to FLSA relief position are entitled to the same wages and benefits as regularly assigned shift personnel but it is understood that their normal work schedule may differ, as above, from that of normally scheduled shift personnel.

6.9 Employees assigned to FLSA relief position shall not be probationary employees.

ARTICLE 7

Hours of Work - Day Personnel

7.1 Employees shall be assigned to a normal forty (40) hour workweek; in which case, the work cycle shall commence on Sunday at 12:01 A.M. The work cycle shall be seven (7) consecutive days.

7.2 Variable Work Schedule: A variable work schedule is a work schedule that permits variable starting and quitting times during the work week and, by mutual consent, may vary consecutive work days, but which does not exceed forty (40) hours in a week. Variable work schedules are voluntary for both the City and the employee and must be authorized in advance by the supervisor.

ARTICLE 8

Wages

8.1 Effective and retroactive to July 1, 2017 the cost of living adjustment shall be 2.1%.

Effective and retroactive to July 1, 2018 the cost of living adjustment shall be 4%, which is the yearly percentage change in the Portland Consumer Price Index for Urban Wage Earners (CPI-U) for the period of time ending December 31, 2017 with a minimum of 2.0% and a maximum of 4.0%. The percentage change is determined by comparing the change between December 31, 2016 and December 31, 2017. The amount shall be carried to the first decimal point.

Effective July 1, 2019 the cost of living adjustment shall be 2%.

8.2 Beginning with the July 31, 1980 payroll for work performed on or after July 1, 1980, the City of Lake Oswego shall cease withholding from employees' monthly salaries the contributions required by ORS 238; and shall assume and pay a six percent (6%) average employee contribution to the Public Employee Retirement Fund for the employee members then participating in the Public Employee Retirement System. Such payment of employee member monthly contributions to the system shall continue for the life of this agreement, and shall also be applicable to employees who first begin to participate in the system on or before July 1, 1980 to the termination of this agreement. The full amount of required employee contributions paid by the City of Lake Oswego on behalf of employees, pursuant to this agreement, shall be considered as "salary" within the meaning of ORS 238 for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238; but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238. Such paid employee contributions shall be credited to the employee accounts pursuant to ORS 238, and shall be considered to be employee contributions for the purposes of ORS 238.

8.3 When an employee is promoted to a new job classification and promotion falls on the anniversary date of a merit step increase, the merit step increase shall be made first. The employee shall then be promoted and placed on the next pay step, which is higher than the previous classification pay step.

8.4 Forty (40) hour assigned employees shall be paid a monthly salary. The hourly rate shall be calculated by dividing the annual salary by fifty-two (52), which shall be the weekly salary, and dividing the weekly salary by forty (40) hours.

ARTICLE 9

Overtime

9.1 The City may, from time to time, require employees to work additional time in excess of the specific work cycle. Time worked which is less than the amount specified under FLSA shall be compensated at the straight time rate.

9.2 Time worked shall be computed to the nearest one quarter hour.

9.3 All overtime shall be paid.

9.4 Forty (40) hour employee who are designated by the Fire Chief or his/her designee to receive and answer after hour calls from the media shall be paid:

- Fifteen (15) minutes of overtime for each call from the media that is received from the end of the employee's normal business day until 2200 hours (Monday through Friday), and
- Thirty (30) minutes of overtime for each call from the media that occurs after 2200 hours, and
- Thirty (30) minutes of overtime during the entire weekend. The weekend begins at the close of the employee's work day on Friday and end with the start of the employee's regular schedule work day on Monday.

Successive calls are not progressive for time earned per incident. If the original call or calls extends past the designated minimum, the employee will be paid to the nearest quarter hour.

A Media call is defined by a contact by a recognized member of the print, television or radio industry regarding events, within the service area of the Lake Oswego Fire Department.

9.5 Forty (40) hour employees who are designated by the Fire Chief or his/her designee to receive and answer after hour calls of a technical nature shall be paid:

- Thirty (30) minutes of overtime for each call that is received from the end of the employee's normal business day until 2200 hours (Monday through Friday), and
- Sixty (60) minutes of overtime for each call that occurs after 2200 hours, and
- Sixty (60) minutes of overtime during the entire weekend. The weekend begins at the close of the employees work day on Friday and ends with the start of the employee's regular work day on Monday.

Successive calls are not progressive for time earned per incident. If the original call or calls extends past the designated minimum, the employee will be paid to the nearest quarter hour.

A technical service call is defined as a request by LOFD command officer (BC or designee) that requires technical expertise as outlined in the Deputy Fire Marshal Job Description.

9.6 The answering of the phone is of a voluntary nature and requires no other compensation other than outlined above, unless the time needed to complete those items exceeds the minimum time outlined above.

9.7 Variable Work Schedules: Employees assigned a variable work schedule under the terms of Article 7.2 shall be compensated at a rate of pay of time and one-half (1.5) for all work performed in excess of forty (40) hours in a week.

ARTICLE 10

Call Assignment

10.1 Call Back Pay: An employee assigned to work after having been released from his/her shift by the City and vacated his/her assigned place of duty shall receive a minimum of three (3) hours pay emergency call back at the rate of time and one-half the regular rate of pay, unless the time extends into or extends from his/her regular work shift. Each hour spent in excess of three (3) hours shall be paid at time and one-half the regular rate of pay, after the FLSA requirement has been satisfied as specified in Article 6.2 (Article 9.1 for forty (40) hour employees). When an employee is called back to work, the time worked shall commence when the employee arrives at the work site.

For the purposes of non-emergency callback such as authorized meetings, errands and training, will be compensated at one and one-half (1.5) hours minimum at the overtime rate.

10.2 Call Shift: Any employee who is called back for the purposes of maintaining adequate staffing levels, as determined by the City, shall be paid in accordance with Article 6.2.

ARTICLE 11

Acting in Capacity

11.1 Any employee who is temporarily required or assigned by the City to the duties of a position in a higher classification and who assumes the responsibilities of that position, shall be compensated at the same step of the higher job classification at the step of their current job assignment, (i.e. Step 3 FF to Step 3 DE or Step 3 FF to Step 3 Lt), beginning when first so assigned. Training time required to become qualified to act in the capacity of a higher classification shall not be compensated under the terms of this provision.

11.2 A “temporary assignment” is made to fill a position vacancy of over sixty (60) days. When a temporary assignment is made the person filling the vacant position shall have a change of classification form completed to change the pay as provided above. This rate classification change is made to allow the person in the temporary assignment pay status for the temporary position when the person is at work or on approved leave. Temporary assignments will be limited to no more than one-

hundred and twenty (120) days unless waived in writing by the Association and the City of Lake Oswego.

11.3 On occasion, the City may fill a vacancy of over sixty (60) days with different people to allow for training and experience of personnel subject for promotion. If this occurs and it is solely the choosing of the City, all personnel filling the position shall be considered on temporary assignment as in 11.2 during the individual's period of actually filling the position.

ARTICLE 12

Trade Time Procedures

12.1 Firefighters shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and is carried out within the rules hereby set down and agreed upon:

- A. All requests for trade time shall be submitted to Telestaff, per policy, and must be approved or denied prior to the trade.
- B. At no time shall the City become responsible for trade time obligations incurred by Firefighters.
- C. Requests for trade time shall be made at least two (2) hours prior to the date requested. In the event of an emergency trade with less than two (2) hour notice, a written explanation explaining the cause of the emergency shall be submitted to the Duty Chief.
- D. Trade time to work another job is prohibited.
- E. No Firefighter shall accept a call shift assignment for pay and arrange for another member to work the call shift as trade time, even in repayment for trade time debt.
- F. Upon approval of an educational course by the Fire Chief and City Manager, trade time may be granted to allow attendance of this course.
- G. Firefighters shall not receive any extra pay as a result of a trade shift.
- H. When a trade is to be paid back and the employee calls in sick, the employee paying back the trade shall be charged sick leave at the hour for hour rate as if that employee was scheduled to work the shift.

ARTICLE 13

Vacation and Holidays – Shift Employees

13.1 Shift Firefighters shall receive four and one-half (4 ½), twenty-four hour (24) shifts off per year in lieu of paid holidays. These hours have been incorporated in the following vacation schedule and shall be taken as vacation.

0-4 years	310 hours per year
5-9 years	380 hours per year
10-14 years	439 hours per year
15-19 years	466 hours per year
20 years and up	495 hours per year

Probationary firefighters cannot use these hours until successfully completing the first six (6) months of the probationary period.

Effective July 1, 2011, the accrual rates for vacation hours for shift employees was increased by two (2) hours per month (or twenty-four (24) hours per year) as indicated in the chart above. This change will coincide with the increase in company inspections from thirty-six (36) to seventy-two (72) occupancies per year assigned to each company. Effective and retroactive to July 1, 2017, the accrual rates for vacation hours for shift employees will be increased by four (4) hours per month (or forty eight (48) hours per year) as indicated in the chart above to coincide with a four (4) hour per month accrual reduction in sick leave hours for all shift employees.

13.2 Vacation time shall be taken within the year following the year in which it was accrued, except where circumstances prohibit, as determined by the Fire Chief.

13.3 In the event of conflicts in scheduling vacation leave, for purposes of this article, seniority as determined by hire date shall have preference.

13.4 Vacation leave shall be accrued on a prorated basis for work less than a full month.

13.5 Vacation leave shall be approved by the Fire Chief, consistent with the needs of the City.

13.6 Vacation accrual accounts can at no time exceed the equivalent of two (2) years accrual at the employee's current rate of accrual. Any vacation hours accrued after the employee's account reaches the equivalent of two (2) years accrual at the employee's current rate of accrual shall be rolled, by the City, into the employee's Post Employment Health Plan (PEHP). In order to qualify for the rollover to PEHP, the employee must have taken at least two (2) weeks (five (5) twenty-four (24) hour shifts) of vacation in the calendar year. For any employee who does not meet these criteria, vacation accrual will stop until the employee has used sufficient vacation to fall below the permitted maximum. Exceptions will be made in the case of employees who are prevented from using their vacation due to sick or workers' compensation leaves.

13.7 Members assigned from a fifty-three (52.65) hour workweek to a Forty (40) hour workweek or from a forty (40) hour workweek to a fifty-three (52.65) hour workweek shall have their accumulated vacation divided or multiplied respectively by a factor of 1.3162. Members assigned

from a fifty-two (51.83) hour workweek to a forty (40) hour workweek or from a forty (40) hour workweek to a fifty-two (51.83) hour workweek shall have their accumulated vacation divided or multiplied respectively by a factor of 1.2958.

ARTICLE 14

Vacation & Holidays – 40 hr Workweek Personnel

14.1 Vacation:

0-3 years	12.5 days	(8.33 hours per month)
4-9 years	17.5 days	(11.66 hours per month)
10-15 years	22 days	(14.66 hours per month)
16-19 years	25 days	(16.66 hours per month)
20 +	27 days	(18.00 hours per month)

14.2 Vacation time shall be taken within the year following the year in which it was accrued, except where circumstances prohibit, as determined by the Fire Chief.

14.3 In the event of conflicts in scheduling vacation leave, for purposes of this article, seniority as determined by hire date shall have preference.

14.4 Vacation leave shall be accrued on a prorated basis for work less than a full month.

14.5 Vacation leave shall be approved by the Fire Chief, consistent with the needs of the City.

14.6 Holidays: Day personnel shall be provided the following paid holidays:

- | | |
|---------------------|---|
| 1. New Year's Day | 6. Veteran's Day |
| 2. President's Day | 7. Thanksgiving Day |
| 3. Independence Day | 8. The Friday Following
Thanksgiving Day |
| 4. Labor Day | 9. Christmas Day |
| 5. Memorial Day | 10. Two (2) Personal Holidays* |
| | 11. Martin Luther King Day |

The "personal holidays" shall be credited to the employee on July 1 of each year. Personal holidays must be used; they may not accrue from one fiscal year to another.

* Effective July 1, 2015.

14.7 Vacation accrual accounts can at no time exceed the equivalent of two (2) years accrual at the employee's current rate of accrual. Any vacation hours accrued after the employee's account reaches the equivalent of two (2) years accrual at the employee's current rate of accrual shall be rolled, by the City, into the employee's Post Employment Health Plan (PEHP). In order to qualify for the rollover to PEHP, the employee must have taken at least one (1) week (forty (40) hours) of vacation in the calendar year. For any employee who does not meet these criteria, vacation accrual will stop until the employee has used sufficient vacation to fall below the permitted maximum.

Exceptions will be made in the case of employees who are prevented from using their vacation due to sick or workers' compensation leaves.

14.8 Members assigned from a fifty-three (52.65) hour workweek to a forty (40) hour workweek or from a forty (40) hour week to a fifty-three (52.65) hour workweek shall have their accumulated vacation divided or multiplied respectively by a factor of 1.3162. Members assigned from a fifty-two (51.83) hour workweek to a forty (40) hour workweek or from a forty (40) hour workweek to a fifty-two (51.83) hour workweek shall have their accumulated vacation divided or multiplied respectively by a factor of 1.2958.

ARTICLE 15

Sick Leave

15.1 Sick Leave Accrual: To reduce the employee cost of personal injuries and illness effective and retroactive to July 1, 2017, shift employees shall accrue sick leave at a monthly rate of twelve (12) hours for each full month worked, or an amount prorated for work less than a full month. Maximum sick leave accumulated for OPSRP shift employees shall be 2920 hours. Tier 1 and Tier 2 employees will have no cap on sick leave accrual. Effective July 1, 2011 the monthly rate of accrual for shift employees was reduced to sixteen (16) hours per month. The accrual rates for vacation hours for shift employees will increase by two (2) hours per month. These changes will coincide with the increase in company inspections from thirty-six (36) to seventy-two (72) occupancies per year assigned to each company. The change from sixteen (16) to twelve (12) hours of sick leave accrual for shift employees coincides with an increase in vacation accruals of four (4) hours per month for shift employees.

Employees assigned to a forty (40) hour workweek shall accrue sick leave at the rate of eight (8) hours for each full month worked, or an amount prorated for work less than a full month. Maximum accrual for forty (40) hour workweek employees shall be 1200 hours.

The first forty (40) hours of sick leave used in a calendar year will be designated as protected time to comply with the Oregon Sick Leave Law.

15.2 Sick Leave Usage: Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of an off the job illness or injury, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty. Employees may also utilize their accrued sick leave when the employee is unable to perform their work duties by reason of an on-the-job injury or occupational illness, as set forth in Article 18.

15.3 Sick Leave for family illness: Shift employees may utilize their sick leave allowance up to a maximum of seventy-two (72) hours per fiscal year by reason of illness or injury in the immediate family of the employee when the employee's attendance is required and the illness or injury is not covered by OFLA or FMLA. Day personnel may utilize their sick leave allowance up to a maximum of forty (40)-hours per fiscal year by reason of illness or injury in the immediate family of the employee when the employee's attendance is required and the illness is not covered by OFLA or

FMLA. ("Immediate family" is defined as mother, father, spouse, domestic partner, sister, brother, children or other relative residing in the employee's household.)

15.4 Sick Leave and Medical/Dental Appointments: Sick leave shall not be used by shift Firefighters for the purpose of attending routine dental or medical appointments. Forty (40) hour workweek personnel may use sick leave for this purpose only if approved by the department head if unable to do so on scheduled days off.

15.5 Authorization to Use Sick Leave: All sick leave must be approved by the Fire Chief or designee. Approval may be withheld pending certification of the attending physician or practitioner that such illness or injury prevents the employee from performing work assigned by the City.

15.6 Sick Leave Accrual and Leaves of Absence: Sick leave shall not accrue during any period of leave of absence without pay. Sick leave shall accrue while on a leave of absence caused by an on-the-job injury.

15.7 Sick Leave and Funerals: In lieu of special leave granted other City employees, it is agreed that sick leave may be used by shift Firefighters for the purpose of attending funerals with usage limited to not more than three (3) occasions, or forty-eight (48) hours total, per fiscal year. Day personnel may be granted up to three (3) days off with pay, per fiscal year, for the purpose of attending funerals.

15.8 Abuse of Sick Leave: Sick leave provisions of this article are to be used only for bona fide illnesses and injuries, and in no way are they to be used as earned vacation or other paid leave. Abuse of sick leave provisions shall result in disciplinary acts.

15.9 Sick Leave and PERS: Upon retirement of an employee, and as provided by ORS 238.350 and regulations established by the Oregon Public Employee Retirement System, fifty percent (50%) of an employee's accumulated sick leave shall be applied in the form of increased retirement benefits.

15.10 Sick Leave and FMLA/OFLA: The City will comply with the Oregon Family Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA). Employees who qualify for and who are absent from work for FMLA and/or OFLA qualifying reasons are eligible to use accrued paid leave. In the event an employee prefers to use accrued paid leave, sick leave will be used first, then vacation time.

15.11 Members assigned from a fifty-three (52.65) hour workweek to a forty (40) hour workweek or from a forty (40) hour workweek to a fifty-three (52.65) hour workweek shall have their accumulated sick leave divided or multiplied respectively by a factor of 1.3162. Members assigned from a fifty-two (51.83) hour workweek to a forty (40) hour workweek or from a forty (40) hour workweek to a fifty-two (51.83) hour workweek shall have their accumulated sick leave divided or multiplied respectively by a factor of 1.2958.

ARTICLE 16

Employee Insurance Benefits

16.1 All eligible employees will be provided with Life, ADD and Disability benefit coverage at the City's cost as follows:

A. *Disability Insurance:*

Tier One & Tier Two Members: This plan shall provide long-term disability coverage up to \$3,600/month after a ninety (90) day waiting period.

OPSRP Members: This plan shall provide long-term disability coverage up to \$6,000/month after a ninety- (90) day waiting period.

B. *Life Insurance.* This plan provides a term life insurance benefit in the amount of \$50,000 and shall include an accidental death and dismemberment benefit.

16.2 Medical and Dental. Upon ratification employees will pay up to 7% of the total medical and dental premium costs not to exceed \$115 per month. Effective July 1, 2018 employees will pay 10% of the total medical and dental premium costs not to exceed \$125 per month. Effective July 1, 2019 employees will pay 10% of the total medical and dental premium costs not to exceed \$135 per month.

Medical Insurance. Employees may select either the City's indemnification plan or the Kaiser plan. The indemnification plan shall be the equivalent of the alternative plan currently offered by Pacificsource Insurance without tiered prescription drug benefits (without drug formularies).

Dental Insurance. This plan shall be the equivalent to the Oregon Dental Service's 70/30 Incentive Program," which includes coverage for crowns and inlays. At an employee's option, employees may select Kaiser dental coverage.

Effective upon ratification employees who choose Kaiser will contribute \$57.50 per month for combined medical and dental coverage. Effective July 1, 2018 employees who choose Kaiser will contribute \$67.50 per month for combined medical and dental coverage. Effective July 1, 2018 employees who choose Kaiser will contribute \$77.50 per month for combined medical and dental coverage. Kaiser covered employees will contribute to the cost of health insurance at these reduced rates until their premium costs equal or surpass the premium costs for the PacificSource Medical/VSP Vision plan.

16.3 The City established a Post Employment Health Plan (PEHP) for the employees covered by this Agreement effective July 1, 2002. Contributions to individual employee PEHP accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c) (9). The City will contribute \$60 per month for each employee covered by this Agreement. Effective July 1, 2010, the City will contribute \$70 per month for each employee covered by this agreement. Effective July 1, 2011, the City will contribute \$80 per month for each employee covered by this agreement.

16.4 This article shall be automatically reopened in the event the excise tax under the

Affordable Care Act will or may potentially be triggered, in accordance with Article 33 of this Agreement.

ARTICLE 17

Reimbursement of Books and Tuition

17.1 The City shall reimburse any Firefighter one-hundred percent (100%) of the cost of books and tuition for any successfully completed academic course which is directly related to his/her job classification, provided: the funds are available; the course has prior approval of the City Manager or his designee; the course is completed with a 2.0, or "C", or better grade; the course books are returned to the City as its property.

17.2 A stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of two (2) years after completion of the course(s) provided. Voluntary separation from the City, prior to this time period, will require that the employee return to the City a portion of the amount received. The amount shall be deducted from the employee's final paycheck. The employee will be credited one-twenty-fourth (1/24th) of the amount received for each month of completed service after completion of the course for which reimbursement was made.

ARTICLE 18

Workers' Compensation

18.1 When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave, except as provided in 18.2 below.

18.2 The employee may select one of the following options:

- A. The employee will only receive his/her Workers' Compensation time loss payments.
- B. The employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments. However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paychecks if the employee's paycheck is insufficient to permit recovery.

No sick leave will be deducted from the employee's accruals for one-hundred and eighty (180) calendar days following the first day of absence due to the on-the-job injury or occupational illness or aggravation or any such injury or illness.

The employee shall continue to accrue all benefits including sick leave, vacation accrual, and health insurance. PERS will not be paid on any workers compensation wages.

18.3 After the one-hundred and eighty (180) calendar days, employees shall use available sick leave payments in order to receive their regular gross wages. However, an employee's sick leave bank shall be charged for only the differential between the employee's time loss payments and his/her regular gross wages.

In the event an employee's time loss benefits end, but he/she is unable to return to work, that employee may utilize full sick leave benefits in order to receive his/her regular gross wages.

In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay, and holiday pay to receive their regular gross wages. In the event an employee does not specify whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then vacation and holiday pay.

Accrual of benefits shall continue as long as the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday or vacation pay.

18.4 If an employee's workers' compensation claim is disputed, the employee will be eligible to exercise the same options as outlined in Section 18.2 while the claim is in disputed status. In the event the employee's injury or illness is determined to be non-compensable at any point in the workers' compensation process, whether by the City's workers' compensation carrier or through a workers' compensation proceeding, the employee shall, from that date, be treated as though he/she suffered a non-compensable injury or illness and shall be eligible to draw full available sick leave benefits. If the employee's sick leave benefits are depleted, the employee shall use available compensatory time, vacation pay, and holiday pay. In the event an employee does not specify whether he/she prefers to utilize compensatory time, vacation, or holiday pay, compensatory time will be utilized first, then vacation and holiday pay.

18.5 In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was* or *was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what he/she should have received in sick leave and other benefits pursuant to Section 18.2 above. Any such adjustment will not, however, permit an employee to receive the restoration of sick leave or other paid leave benefits for any portion of an employee's time off for which he/she was receiving time loss or disability insurance benefits. If the employee's sick leave and other paid leave accounts are insufficient to allow the City to adjust for overpayments, the employee's sick leave account will be adjusted to reflect a negative balance. The City will not, however reflect a negative balance in the employee's other paid leave accounts or deduct from the employee's subsequent paychecks to adjust for overpayments.

18.6 **Alternate Duty.** In the event of a duty related injury or illness, or an off duty illness or injury, the City may assign reasonable Alternate Duty consistent with the employee's medical restrictions as determined by their health care provider. In the event of one (1) or more employees are injured, priority will be given to duty related injury or illness. Alternate Duty is defined as any position outside of their normal work.

In the event of being able to work less than full time on Alternate Duty as a result of the injury or illness, no deduction of leave shall occur for the first one-hundred and eighty (180) calendar days. While on Alternate Duty, employees required to seek treatment for their work related injury or illness will be paid for such time so long as their claim is open or accepted. Employees on Alternate Duty

whose claim has been denied, is being appealed, or is closed will be required to use sick leave. In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay, and holiday pay to receive their regular gross wages.

Assignment to Alternate Duty will be in the Fire Department, however, if no alternate duty work is available, the employee may be offered work in another City department.

Once cleared for regular duty, the employee shall have two (2) days off immediately preceding their regular assignment.

Employees on Alternate Duty for longer than two (2) weeks shall have vacation and sick leave accrual amounts remain at the employee's current rate divided by 1.3162. Once cleared for regular duty, vacation and sick leave accrual amounts shall be multiplied by 1.3162 or 1.2958.

Employees on Alternate Duty shall be able to use vacation and sick leave on an hour for hour basis consistent with current leave policies, and all forty (40) hour holidays are treated as a day off and no loss of pay or vacation shall occur.

18.7 In the event that the procedure set forth in this Article is found to be in violation of state statute or other law, the parties agree to meet to negotiate procedures that are in compliance with the law.

ARTICLE 19

Incentive Pay

19.1 Effective July 1, 1999, the City shall compensate employees who meet the necessary qualifications and requirements:

Dive Team: Effective upon ratification, the City shall recognize the assignment of Diver will be compensated at 6% per month of top step firefighter wages for those employees who meet the necessary qualifications and requirements. The Dive Team shall consist of no more than twelve (12) members. Divers are required to obtain and maintain a Dive Rescue 1 certificate and Dry Suit certification. All certifications must be provided and approved by an outside certifying organization as determined by the Fire Chief. Dive team members must provide their own mask, snorkel, fins, gloves, and booties. If the Dive Rescue Program is eliminated, the parties agree to meet and bargain over the impact of such change.

Boat Team: Effective upon ratification, the City shall recognize team members actively training for certification as Boat Operator compensated at 3% per month of top step firefighter. Effective upon ratification, the City shall recognize members actively training for certification as a Rescue Boat Operator or Certified as Rescue Boat Operator will be compensated at 6% per month of top step firefighter wages. The Boat Team shall consist of no more than twelve (12) members. Boat Operators must obtain a Boat Operators certificate and Rescue Boat Operators must obtain a Rescue Boat Operator certificate. All certificates must be provided and approved by an outside certifying organization as determined by the Fire Chief.

19.2 Effective July 1, 2003 Deputy Fire Marshal incentive pay is as follows: Members with a two (2) year associate degree in a fire science or prevention/holding the following certificates

recognized by NFPA or the equivalent DPSST certification of Inspector II, Public Information Officer, Public Fire and Life Safety Educator III, Juvenile Fire Setter Specialist I and Fire Investigator, are compensated 1% per certification above the base wage in this classification for a total not to exceed 5%.

Prevention personnel under this agreement are not eligible for EMT I or EMT P incentive as detailed in Article 21.

ARTICLE 20

Investigator Standby Pay

20.1 The City may, at its discretion, require a Deputy Fire Marshal to remain "On-Call" for a period of time. When the City requires an employee to be "On-Call", the City shall compensate the employee with ten (10) hours of compensatory time for each month while so assigned. Normally, a Deputy Fire Marshal will be assigned to a specific departmental shift for standby duties.

ARTICLE 21

Emergency Medical Technician Incentive-Pay

21.1 All firefighters hired prior to July 1, 1998 must maintain a minimum certification level of Oregon EMT B. No incentive above the normal salary is paid for Oregon EMT B certification. Oregon EMT P is considered the minimum certification level for all suppression personnel hired after July 1, 1998.

21.2 Suppression personnel hired prior to July 1, 1998, who desire to reduce their EMT certification level for reasons of extreme personal need or "burn out", may request approval from the Fire Chief. Such requests will not be unreasonably denied (see 21.3). However, under no circumstances will an employee be approved to reduce their level of certification below an EMT B. If the request is granted, and if the City paid the costs for the fire fighter to increase his certification, within the prior five (5) years, the firefighter must repay the City an annually prorated costs of such certification, upon reaching his/her certification level (e.g., three (3) yrs. service in the City of Lake Oswego as a Paramedic/five (5) yr. service target = 60%, 100% - 60% = 40% repayment obligation).

21.3 Suppression personnel hired prior to July 1, 1998, must provide the City with at least six (6) months' notice of any intent to reduce his or her certification level. The City will allow reduction of certification to Oregon EMT I or suppression personnel with higher certification levels to meet the City's needs.

21.4 Fire suppression personnel hired after July 1, 1998 must maintain Oregon EMT P certification level from their date of hire as a minimum. Suppression personnel may be hired with a, "condition of employment", that will allow a non-paramedic up to two (2) years to obtain certification. The new hire must meet all other probationary requirements within the normal one year-period.

21.4 Effective July 1, 1998, the City shall compensate employees who have obtained and maintained an Oregon EMT I (intermediate) at the rate of 5% of their hourly base pay rate, and Oregon EMT P (Paramedic) at the rate of 10% of their hourly base rate.

21.5 Effective July 1, 2003, EMT I pay shall apply only to those members eligible on July 1, 2003.

21.6 Effective January 1, 2011, Company Officers certified to the EMT-B level will be paid at the same rate as Company Officers certified to the EMT-I level. Effective January 1, 2012, Company Officers certified to the EMT-B and the EMT-I levels will be paid at the same rate as Company Officers certified to the EMT-P level.

ARTICLE 22

Uniforms and Equipment

22.1 The City shall continue the present practice of furnishing uniforms. The City shall continue to furnish protective clothing, such as "turn-outs", helmets, boots and gloves, required in the performance of fire-fighting duties.

ARTICLE 23

Discipline and Discharge

23.1 Discipline includes the following actions and shall be progressive in nature.

1. Written reprimand (only subject to Article 24 Step 3)
2. Suspension
3. Demotion
4. Termination from Employment

23.2 All discipline shall be done in a manner which will not embarrass an employee before another employee or the public.

23.3 In the event that employee is placed on paid administrative leave, they shall be available to be interviewed, with sufficient notice, during regular business hours.

23.4 Disciplinary investigations shall be conducted without reasonable delay.

23.5 For investigative interviews and hearings, the City may audio record interviews and hearings. The City shall provide a complete recording to the Union.

23.6 In some instances, a supervisor may need to collect information in order to determine if a disciplinary investigation is appropriate. If the collection of above information leads to a formal disciplinary interview, the employee and union shall be immediately informed of the reason(s) for initiating the investigation.

23.7 Before the first due process meeting, the employee and the Union will be provided a statement of charges and relevant facts known to the City. A reasonable amount of time will be allowed for the Union to research the charges.

23.8 Employees shall have the right to inspect their files at reasonable times. In the event that any adverse information is included, the employee shall have the right to place in their file a statement concerning such information.

23.9 Discipline and any response written by the employee shall be placed in the employee's personnel file for a period not less than two (2) years from the date of the discipline. After two (2) years, the employee may petition the Fire Chief to have the discipline and related responses removed from the file. Provided there is no subsequent discipline over the same or similar issue during the intervening period of time, the Fire Chief will review the situation and determine if the request can be granted or if the discipline relates to an area requiring monitoring for a longer period of time for the good of the City. If no subsequent discipline over the same or similar issue occurs after five (5) years from the date of the discipline, the discipline and related responses will be removed from the employee's file upon request.

23.10 Documentation which is outside the two (2) year parameter may be retained by the City in a sealed separate file to comply with Oregon records retention law, but may not be used for subsequent discipline or as evidence in any subsequent discipline proceedings. Unless mutually agreed upon by both the City and the Union.

23.11 Grievance materials will be kept in a separate file. Access to this file will be by permission of the Fire Chief or Human Resource Director. If access is granted the file shall be notated and the employee shall be notified in writing for the reasons for the access.

23.12 The Article shall not apply to Entry Level Firefighter as described in Article 27.1.

ARTICLE 24

Grievance Procedure

24.1 It is the intention of the parties to this agreement that all disputes involving the interpretation, application or violation of contract language between said parties be settled by their submission to the grievance procedure as hereinafter provided.

Step 1. After first attempting to resolve the grievance informally, the Association, or any employee with notice to the Association, may claim a breach of this agreement in writing to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof or of the employee's knowledge thereof. The notice shall include:

- A. A statement of the grievance and relevant facts;
- B. Provision of the agreement violated; and
- C. Remedy sought.

The supervisor shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 2. If, after ten (10) days from the date of submission of the supervisor's response, the grievance remains unresolved, the grievance may be submitted to the Fire Chief. The Chief may meet with the aggrieved party, who may request representation at the hearing. The Chief shall respond to the grievance in writing within five (5) days with a copy to the Association.

Step 3. If, after ten (10) days from the date of the Fire Chief's response, the grievance remains unresolved, the grievance may be submitted to the City Manager or designee. The City Manager or designee shall meet with the aggrieved party and Association representatives; and, following such meeting, shall respond to the grievance in writing within five (5) days with a copy to the Association. The meeting at this Step 3 shall take place prior to the written response required hereunder.

Step 4. If the grievance is not resolved within ten (10) days from the date the City Manager or designee's written response is received by the employee and the Association, the Association shall notify the City of its intent to arbitrate. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree as to the arbitrator within ten (10) days, the arbitrator shall be chosen in the following manner:

- A. A list of five (5) members of the Employment Relations Board shall be requested and the parties shall alternately strike one name from the list until only one is left. The Association shall strike the first name. The remaining name shall be the arbitrator. One day will be allowed for the striking of each name.
- B. The arbitrator shall render a decision within thirty (30) days from the close of the hearing. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. The powers of the arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and determining if it has been violated; and shall have no authority or jurisdiction to add to, amend, modify or revise the agreement of the parties.
- E. The Association agrees that contract violation grievances shall be pursued either through the grievance procedure or as an unfair labor practice, but not both.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will automatically move the matter to the next step in this procedure.

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

For purposes of this article, "days" shall mean Monday through Friday, during normal, City business hours, excluding holidays.

ARTICLE 25

Nondiscrimination

25.1 The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City or City representatives against any employee solely because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of City operations in carrying out its responsibilities to the public.

Neither the City nor the Association and its members shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws because of age, marital status, race, color, sex, sexual orientation, disabilities, creed, national origin, religion, political affiliation or union affiliation or other protected status in accordance with applicable law. The Association shall share equally with the City the responsibility for applying the provisions of this article.

ARTICLE 26

Liability

26.1 The City shall indemnify and defend members of the bargaining unit against any tort claim arising out of an alleged act or omission occurring in the performance of duty as required by ORS 30.285 and 30.287 (1977 replacement part).

ARTICLE 27

Seniority Clause

27.1 Probationary Period. Upon initial appointment as a Firefighter, an employee shall serve a twelve (12) month probationary period. During this period, a new employee may be discharged or disciplined in the sole discretion of the City without any reason or cause being shown, and without recourse to the grievance procedure. Newly promoted employees shall serve a twelve-(12) month probationary period. The same procedure shall apply with respect to any employee who has been promoted or assigned, provided that during the probationary period in the classification to which an employee holds, he/she may be returned to the former classification in the sole discretion of the City, without any reason or cause being shown, and without recourse to the grievance procedure. In the latter event, an employee who is returned to his or her former classification shall not be disciplined or discharged without just cause.

27.2 Seniority Defined. Seniority shall commence upon satisfactory completion of the probationary period of the job classification. Continuous service date shall be the date of initial appointment. Continuous service and seniority shall be broken only by the following:

- A. Resignation;
- B. Discharge;

- C. Unauthorized leave of absence or failure to return within the time specified from authorized leave.
- D. Layoff or nonservice disability leave in excess of twenty-four (24) months if an employee's length of continuous service at the time of layoff or nonservice disability is five (5) years or less;
- E. Failure to respond within fifteen (15) days to a written inquiry of the City by certified mail relative to availability for employment;
- F. Failure to maintain a record of his/her current address with the City within fifteen (15) days following the change of address.

27.3 Layoff. In the event it becomes necessary to lay off employees for any reason, employees shall be subject to layoff in the ascending order of their seniority (bottom to top) in the affected job classification. An employee subject to layoff shall be entitled to bump another employee in a lower classification if previously occupied by the employee. In this case, the employee shall be laid off based upon the continuous service date in that classification. The employee electing to bump to a lower job classification must be qualified to perform the work of the employee he seeks to bump as determined by the City. Once an employee has exhausted all bumping rights, actual layoff shall be based upon the employee's continuous service date.

27.4 Reinstatement. An employee shall have preference for recall for any subsequent member vacancy based upon seniority within the job classification; provided the employee meets the qualifications for the position as determined by the City. Recall shall be in the descending order (top to bottom) of seniority possessed at the time of layoff prior to hiring any new employees.

27.5 Outside Unit Bumping. Employees outside of the bargaining unit and subject to layoff shall be entitled to "bump" back into the bargaining unit within the first five (5) years of promotion on the basis of seniority with the current job classification.

ARTICLE 28

Deferred Compensation

28.1 All Employees may contribute to a deferred compensation plan established by the City as a part of their retirement plan.

ARTICLE 29

Amendment and Closure Clause

29.1 This agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and the Association where mutually agreeable.

ARTICLE 30

Funding Clause

30.1 The City agrees to budget all monies necessary to fund this agreement. However, in the event the City is unable to fund the economic requirements of this agreement due to voter disapproval and/or legislative changes, the parties agree to reopen negotiations.

ARTICLE 31

Savings Clause

31.1 Should any portion of this agreement or supplement thereto be adjudged by the Supreme Court, or other court of appropriate final jurisdiction, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this agreement remains in effect. Both parties agree to immediately renegotiate any part of this agreement found to be in such violation by the court, and to bring it into conformance therewith, not over sixty (60) days after notification, unless extended by mutual agreement.

ARTICLE 32

Military Leave

32.1 The City will provide military leave consistent with applicable law.

32.2 Employees who have worked for the City for six (6) months or more are eligible to receive pay for up to fifteen (15) consecutive days of absence in any federal fiscal year (October 1st through September 30th) due to military leave.

32.3 Employees are paid only for their regular scheduled work days during the fifteen (15) day period. A fifty-three (52.65) or fifty-two (51.83) hour employees, working a twenty-four (24) hour shift schedule, works a maximum of five (5) twenty-four (24) hour shifts (120 hours) in a fifteen (15) consecutive day period.

32.4 Fifty-three (52.65) or fifty-two (51.83) hour employees are entitled to a maximum of five (5) twenty-four (24) hour shifts (120 hours) of military leave in any one (1) federal fiscal year. Employees may utilize the available military leave in split blocks of time.

32.5 Employees requesting military leave must provide notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in the loss of re-employment rights.

ARTICLE 33

Term of Agreement

33.1 This Agreement shall be effective the first day of July 2017, and shall remain in full force and effect until June 30, 2020. In the event the insurance and insurance related benefits provided under Article 16 trigger the excise tax under the Affordable Care Act or there is any potential that the tax will be triggered, the parties agree to automatically reopen Article 16.

33.2 This Agreement shall automatically be renewed from year-to-year thereafter unless either party shall notify the other, in writing, by December 1, 2019, that it wishes to modify the agreement.

CITY OF LAKE OSWEGO

LAKE OSWEGO MEMBERS OF
LOCAL NO. 1159, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By _____
Scott Lazenby
City Manager

By _____
Dan Carpenter

By _____
Mark Oelschlager

By _____
Toby Hays

By _____
Paul Lauritzon

By _____
Karl Koenig
President, Local 1159

APPENDIX A

DRUG AND ALCOHOL POLICY

This Appendix is hereby incorporated into the Agreement between the City of Lake Oswego and IAFF Local 1159.

The City of Lake Oswego and the IAFF Local 1159 recognize a responsibility to the citizens of Lake Oswego to maintain a safe and productive working environment. Consistent with this commitment, the City and the Local have agreed to this Drug and Alcohol Policy.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND THE REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERSEDE “JUST CAUSE” OBLIGATIONS.

PURPOSE:

It is the mission of the Lake Oswego Fire Department to enhance public safety through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of alcohol or use of drugs which interferes with this mission.

To ensure the integrity of the City’s fire and emergency medical response system and preserve public trust and confidence in an alcohol/drug free service, the City has adopted the following rules and procedures:

PROHIBITED CONDUCT:

The following conduct is strictly prohibited:

1. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods.
2. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purpose of this Policy, an employee is considered to be “under the influence” of alcohol or drugs if the employee tests positive for having such substances present in his/her body.

To ensure compliance with this Policy and safety standards, employees who have consumed alcoholic beverages within eight (8) hours of responding to the callback or, for any reason, believe they are impaired by alcohol are required to notify the supervisor upon being contacted for callback.

3. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Chief or his designee, irrespective of the jurisdiction where such action was taken.
4. Failing to comply with City directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the City or rehabilitation counselors pursuant to this Policy.
5. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required, below.

For the purpose of this Policy, “drugs” include, but is not limited to the following controlled substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician’s instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

MEDICAL MARIJUANA

In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the “prohibited conduct” listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act. However, employees who are using marijuana in compliance with a medical marijuana card will not automatically be subject to termination of employment. Instead, such employees are required to disclose any use which would constitute “prohibited conduct.” If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating standards.

DISCLOSURE OF MEDICATIONS:

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential

job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties, illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

EMPLOYEE TESTING:

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. Reasonable Suspicion

A supervisor or manager may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the City has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work “under the influence” of drugs or alcohol. The supervisor or manager will always consult a second supervisor or manager for the purpose of corroborating reasonable suspicion.

In the case of an employee who has reasonable suspicion that his or her supervisor or manager or any other supervisor or manager may have violated provisions of this Policy, the employee will report his or her concerns and/or observations to the next level in the chain of command above that of the supervisor or manager who the employee suspects of violating this policy. If such a report is not practical, the employee should contact the Director of Human Resources.

“Reasonable suspicion” shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

2. Rehabilitation Treatment

Where testing is required pursuant to a Rehabilitation and Return to Work Agreement imposed by the City or an employee’s rehabilitation counselors, individualized suspicion-less testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing and breathalyzer testing will be conducted for all types of alcohol testing.

TESTING PROCEDURES:

The testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive. The City shall pay for such testing.

The other sample shall remain at the facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.

Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.

If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing. The employee will pay for these types of tests.

All records pertaining to City required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

CONSEQUENCES OF VIOLATIONS:

1. **EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK ASSISTANCE *BEFORE* COMMITTING A POLICY VIOLATION – REHABILITATION.**

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to his/her supervisor or the Chief and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

- a. Has been evaluated by a Substance Abuse Professional (SAP); and
- b. If recommended by the SAP, has complied with all–rehabilitation/after-care prescribed; and
- c. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the City. Any employee who violates the terms of the Agreement is subject to disciplinary action up to and including immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, vacation pay or holiday pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which his/her paid leave is depleted.

2. EMPLOYEES WHO REPORT DEPENDENCIES AND SEEK TREATMENT *AFTER* COMMITTING A POLICY VIOLATION.

Employees who notify their supervisor or the Chief or of drug or alcohol dependencies *after* violating this Policy are subject to discipline up to and including discharge, irrespective of such dependencies.

The City may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discipline and discharge, provided the employee promptly complies with the terms and conditions set forth in Section C. above. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

APPENDIX B

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7/1/2017 – 6/30/2018 Salaries

APPENDIX B

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7/1/2018 – 6/30/2019 Salaries

APPENDIX C

Return from Retirement (RFR)

Both parties, realizing the advantages in retaining experienced employees mutually agree to the following separation policy for members of the Association.

The member upon separation from the City for reasons of retirement is eligible to participate in the Return from Retirement (RFR) program. All provisions of the current Collective Bargaining Agreement will remain in full force, except for the items listed in this MOU.

1. The duration of the RFR program will be thirty (30) (24 hour) shifts or sixty (60) (8 hour) work days immediately following separation from the City, within one-hundred and five (105) calendar days.
2. The member shall only work his/her regularly scheduled shift for the duration of the program. The member is not eligible for trade time, call shifts and does not accrue or get paid vacation during this time. The employee will accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. The RFR member continues to receive his/her regular hourly rate prior to separation including all incentives.
4. Member shall follow all current leave practices when requesting time off during the duration of the RFR.
5. In regards to the PERS pickup, IAP and Employer share of the PERS contribution on behalf of the member shall not be paid.
6. Medical insurance and dental insurance retiree premiums will be paid by the employer during the calendar months they are working.

APPENDIX D

Donated Leave Bank

This memorandum of understanding is created to document an agreement reached between the parties regarding the creation and application of a Donated Leave Bank.

Employees may donate up to forty (40) hours of their accumulated vacation, holiday or compensatory time per calendar year to a City administered Leave Bank. The Leave Bank is for use by employees who have exhausted their sick leave and other paid leave accounts due to illness, injury, or other medical conditions under the following conditions:

- Employees working fifty-three (52.65) or fifty-two (51.83) hour workweeks wishing to donate leave must have a minimum of one-hundred and twenty (120) hours of accumulated vacation, holiday, or compensatory time in their personal account after the donated hours are deducted.
- Employees working a forty (40) hour work week wishing to donate leave must have a minimum of eighty (80) hours of accumulated vacation, holiday, or compensatory time in their personal account after the donated hours are deducted.

The donating employee's leave is converted to money based on the donor's hourly rate of pay. The dollar value of the donated leave is then deposited into the Leave Bank. The Leave Bank is maintained by the City.

To be eligible to apply for donated leave from the bank, the employee must have a serious illness or medical condition, or by caring for a family member with a serious medical condition that requires a prolonged absence from work. The employee requesting the donated leave must not be receiving or be eligible to receive long-term disability benefits.

Applications for donated leave must be made to the City in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance.

Donated leave shall not be used to extend employment.

Employee requests for donated leave from the bank are limited to a maximum of:

- One-hundred and twenty (120) hours per request for employees working a fifty-three (52.65) or fifty-two (51.83) hour workweek; or
- Eighty (80) hours per request for employees working a forty (40) hour work week.