

RESOLUTION NO. 2011-81

RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND FOREST GROVE
PAID FIREFIGHTER'S ASSOCIATION (FGPFA)
EFFECTIVE JULY 1, 2011, AND EXPIRING JUNE 30, 2013

WHEREAS, representatives of the City of Forest Grove and Forest Grove Paid Firefighter's Association (FGPFA) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2011, through June 30, 2013; and

WHEREAS, the labor agreement provides for certain compensation and fringe benefit adjustments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

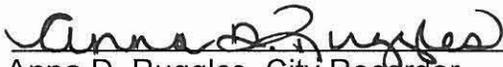
Section 1: That the City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and FGPFA.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2011, and expiring June 30, 2013.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2011, and expiring June 30, 2013.

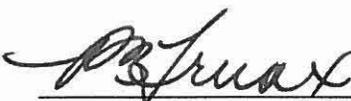
Section 4: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 14th day of November, 2011.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 14th day of November, 2011.



Peter B. Truax, Mayor

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON

AND

FOREST GROVE PAID FIREFIGHTER'S ASSOCIATION

JULY 1, 2011 TO JUNE 30, 2013

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AGREEMENT

The City of Forest Grove, Oregon, hereinafter referred to as "the City" and the Forest Grove Paid Firefighter's Association, hereinafter referred to as "the Association", agree to be bound by the following terms and conditions relating to wages, hours and general working conditions during the term of this Agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Association as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular full-time employees in the following classifications:

Firefighter
Apparatus Operator
Fire Inspector I
Fire Inspector II
Fire Lieutenant
Fire Captain

When personnel are assigned to drive fire apparatus, they shall assume the working title of "Apparatus Operator" for the shift.

The parties agree that the re-titling of classifications will not result in compensation changes and that future wage comparisons will be based on job responsibilities and not solely on classification titles.

All other classifications and categories of employees, including temporary, part-time, confidential and supervisory, shall be excluded from this Agreement.

- 1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications listed above. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.
- 1.3 New classes may be developed within the Fire Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for review of the wage scale. Within ten (10) days, the Association may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations.

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, determining the financial, budgetary, accounting and organizational policies and procedures of the City; directing the activities of the Fire Department; determining standards and levels of service and methods of operation, including subcontracting, and staffing levels; increasing, diminishing or changing departmental equipment including the introduction of new equipment; hiring, disciplining and discharging for just cause, training, laying off, recalling, transferring and promoting, including determining the procedures and standards thereof; disciplining and discharging probationary employees; maintaining the efficiency of employees; determining work schedules and assigning work; determining job content; determining the need for and scheduling of volunteers; taking all necessary action to carry out its mission in emergencies; and exercising any other right not specifically abridged by this Agreement.

- 2.2 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 a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 19. It is further agreed that the City retains all rights, powers, and privileges not expressly limited by a provision of this Agreement. Aside from the management rights preserved above, nothing in this Agreement shall be construed as a waiver of the Association's right to bargain any mandatory issues or changes that may rise during the course of this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

- 3.1 It is recognized that employees 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 their exercise of these rights.
- 3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medial condition, sexual orientation, Association affiliation or other status protected by state or federal law. The parties agree that nothing in this Agreement shall interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law.
- 3.3 All references to employees in this Agreement designate both sexes and, whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

- 4.1 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slow-down strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.
- 4.2 In the event of a violation of this Article by the Association and/or the employees, the Employer may, in addition to other remedies, discipline such employees up to and including discharge.
- 4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in an amount determined by the Association in accordance with constitutional and statutory requirements.
- 5.2 An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof to his employer that payment has been made.
- 5.3 The City agrees to deduct Association dues or "fair share" from the paycheck of each employee covered by this Agreement. The amounts to be deducted shall be certified to the City by the Association by the fifteenth (15th) day of the month for the succeeding month. The City shall not be held liable for check off error, but, upon written notification from the Association, shall make proper adjustments as soon as practicable. The Association agrees to indemnify and hold the City harmless from any action arising from this article.

ARTICLE 6 - HOURS OF WORK

- 6.1 The standard work period for twenty-four (24) hour shift employees covered by this Agreement shall be 27 days, consisting of 24 hours on-duty followed by 48 hours off-duty. Shift start time for these employee shall be 0730 hours. Forty

(40) hour employees shall be assigned a schedule normally consisting of five (5) eight (8) hour days.

6.2 In the event of budgetary or personnel shortages, the Chief or his designee may establish one of the following alternate schedules:

1. A 56-hour workweek made up of nine 24-hour shifts (starting at 0730 hours) in a 27-day FLSA cycle.
2. A 40-hour work week consisting of four (4) 10-hour days with four (4) consecutive days on and three (3) consecutive days off or five (5) 8-hour days with five (5) consecutive days on and two (2) consecutive days off.
3. Any other schedule mutually agreed upon by the Chief and the Association.

None of the foregoing shall be construed as to prohibit the establishment of an appropriate light-duty assignment for any employee temporarily debilitated by illness or injury.

New hires may be assigned a 40-hour week schedule as described in #2 above at the discretion of the Chief or his designee.

6.3 Temporary firefighters may cover short term needs to fill vacancies as the 4th career staff firefighter for long term disability of the same career staff firefighter for four or more consecutive shifts, and for educational coverage. Temporary firefighters may work a maximum of 1024 hrs in a 12 month period, and there will only be one temporary firefighter on duty per shift.

Temporary firefighters may also be used for duties such as (but not limited to):

- Building maintenance
- Hydrant maintenance
- Apparatus maintenance
- Department errands
- Community risk reduction programs /standby events

Temporary firefighters may drive:

- Rescue
- Type VI brush rigs
- Staff vehicles

Temporary firefighters may not drive on emergency response the following vehicles:

- Fire engines
- Ladder trucks
- Water tenders
- Heavy Brush (Type III) units

Hiring of a temporary firefighter for long term disability will be at the sole discretion of the Fire Chief. Hiring a temporary firefighter for educational coverage will be at the discretion of the shift officer.

6.4 Relief shifts shall be scheduled according to seniority in the following manner:

1. Starting from the most senior employee in a job class and through the least senior, the shift or hours of a shift needing coverage shall be offered.
2. Relief shift or hours of a shift worked shall be tallied, and this tally will determine the employee's position on the relief shift rotation list.
3. Subsequent relief shifts or hours needed to cover a shift shall be offered to the employee in the affected classification with the least total hours.
4. The tally of hours worked on relief shall be zeroed out at the beginning of a ratified contract.

6.5 Employees shall be assigned to one of the preceding work schedules by the Fire Chief or designee, and may be reassigned consistent with operational requirements. Work schedules showing shift, work day, and hours assigned shall be posted.

6.6 Between the hours of 800 and 1200, all employees' work schedules shall provide for a fifteen (15) minute rest period. Between the hours of 1300 and 1700, all employees' work schedules shall provide for a fifteen (15) minute rest period. Rest periods shall be scheduled when feasible.

6.7 When fire suppression personnel are subjected to fire combat duty of at least two (2) hours, the Fire Chief or designee may authorize the provision of an appropriate meal for affected personnel.

6.8 The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within twelve (12) months. The Fire Chief or designee may approve exceptions to trade shifts on a case by case basis if operational requirements warrant. No trade shift shall result in any cost to the City where such cost would be controllable. The City reserves the right to limit trade shifts to no more than two sequential shifts. A minimum of one ALS (Paramedic) unit must be staffed on each shift for the purpose of trade shifts.

In the event that a shift will be working short one or more members for an extended amount of time, that open position will become available for other Association members on other shifts to trade into. Trades into that open shift will occur in accordance with current shift trading policies.

ARTICLE 7 - OVERTIME

- 7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Fire Department.
- 7.2 Employees assigned to work 24-48 shifts shall be compensated at a rate of one and one-half their rate of pay for hours worked in excess of 204 hours in a 27-day cycle. Forty (40) hour employees shall be compensated at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of forty (40) in a one (1) week pay period. Time off for vacation, holiday or sick leave shall not be included as hours worked for purposes of computing overtime pay pursuant to the FLSA.
- 7.3 Employees assigned to a relief shift shall be compensated at one and one-half times their regular rate of pay when required to return to work, while off-duty, in response to an alarm.
- 7.4 Employees working 56 hours per week shall be paid at the overtime rate for hours worked or for a minimum of one (1) hour when called back to work on an off-duty day.
- 7.5 Overtime shall be computed to the nearest one-quarter (1/4) hour.
- 7.6 For the purpose of computing overtime to be paid in accordance with this Article, the effects of shift trading and regular shift reassignment shall not be included.
- 7.7 Off-duty employees required to report to court in connection with their official duties, as an employee of the City, shall receive a minimum of two (2) hours of compensation at their overtime rate or actual hours of work, whichever is greater. In order to be eligible for this compensation, employees shall be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.
- 7.8 Any pay in excess of straight time for regularly scheduled work hours in excess of 204 hours in a 27-day FLSA cycle may be paid in the form of compensatory time. Compensatory time will be scheduled in accordance with current department practice.

ARTICLE 8 - SICK LEAVE

- 8.1 All regular fifty-six (56) hour week employees shall be entitled to sick leave benefits at the rate of eighteen (18) hours for each full month of service. The maximum accrual shall be 1,680 hours. Forty (40) hour employees shall be entitled to sick leave benefits at the rate of eight (8) hours per month for each full month of service. The maximum accrual shall be 1,200 hours.
- 8.2 When employees are terminated, all accrued sick leave credits shall be canceled.

- 8.3 The City may require acknowledgment from the employee's doctor with regard to time off due to illness or off the job injury. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City.
- 8.4 When an employee must be away from the job because of illness in the immediate family, such time off may be granted by the Fire Chief or designee on a day-to-day basis and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision.
- 8.5 Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment when injury resulted from employment with other than the City of Forest Grove.
- 8.6 Upon retirement of a twenty-four (24) hour employee, a dollar amount based on the following table shall be credited to the employee's retirement account:

Sick Leave Hours at Retirement	Percent of Conversion	Hours Paid at Retirement
up to 1,000	50%	up to 500
1,001 - 1,100	55%	550 – 605
1,101 - 1,200	60%	660 – 720
1,201 - 1,300	65%	780 – 845
1,301 - 1,440	70%	910 - 1,008

Upon retirement of a forty (40) hour employee, a dollar amount based on the following table shall be credited to the employees retirement account:

Sick Leave Hours at Retirement	Percent of Conversion	Hours Paid at Retirement
up to 700	50%	up to 350
701 - 775	55%	386 – 426
776 - 850	60%	466 – 510
851- 925	65%	553 – 601
926- 1000	70%	648 – 700

ARTICLE 9 - ON-THE-JOB INJURY

- 9.1 Association members who sustain an injury, illness, or accident compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness, or accident shall be compensated by the City's insurance carrier for the period of time loss.
- 9.2 The difference between the Worker's Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, may be supplemented by the use of a pro-rated share of the employee's accrued leave

time until such leave time is exhausted. Whenever an employee receives a check from the City's insurance carrier, the Association member shall report the amount and the period which it represents to the City's payroll department.

- 9.3 It is in the mutual interest of the City and the Association to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the department for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment until such time as the Association member is released for normal duties. It is the intention of this sub-article 9.3 to provide a limited duty assignment for a reasonable period of time and not as an indefinite assignment.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 In the event of the death of a member of an employee's immediate household, including wife, husband, same-sex domestic partner, parent, child or step child, child or step child of the same-sex domestic partner, the Fire Chief or designee shall grant leave with pay for shift employees not to exceed four (4) twenty-four hour (24) shifts and for Forty (40) hour employees not to exceed two (2) weeks.

In the event of the death of a sister, brother, grandchild, grandparent, and in-laws, the Fire Chief or designee shall grant leave with pay not to exceed two (2) twenty-four hour (24) shifts to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Forty (40) hour employees shall receive up to one (1) week of leave with pay.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

- 10.2 When an employee is called for jury duty or is subpoenaed as a witness as a result of his employment with the City, he shall not suffer any loss in regular pay from such absence. However, he shall remit to the City any compensation or fees received for such duties. Upon being excused from jury duty for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular work day.
- 10.3 The City agrees to provide leaves of absence for military leave in accord with state and federal law.
- 10.4 The City agrees to provide leaves of absence for family and medical leave in accord with state and federal law.
- 10.5 The City shall consider a written application for leave of absence without pay not to exceed 180 calendar days if the City finds there is a reasonable justification to grant such a leave and that the work of the department shall not be seriously handicapped by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the

City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of his application for such leave.

- 10.6 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City for a time period specified by the insurance carrier.

ARTICLE 11 - OUTSIDE EMPLOYMENT

- 11.1 Employees shall notify the Fire Chief in writing at least seven (7) days prior to engaging in outside employment.
- 11.2 Outside employment shall not interfere with the employee's regularly scheduled work hours, present no conflict of interest with City affairs, and in no way discredit the City employment.

ARTICLE 12 - INSURANCE

- 12.1 The City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Plan V-E, PPP, including Well-Baby care and Physical Examination riders, Blue Cross Plan II dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser medical, prescription, dental, vision and alternate care insurance as an alternative to Blue Cross. The City's premium for full-time employees shall be set at ninety five percent (95%) of the full Blue Cross premium cost. The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.
- 12.2 Upon retirement from City service, employees with three years' continuous service may elect to continue their group medical insurance coverage at their own expense.
- 12.3 The City shall provide a life insurance policy on each employee in an amount equal to their annual salary rounded to the nearest thousand dollars.
- 12.4 The City shall provide long-term disability insurance. The coverage shall provide an employee, unable to work due to an accident or illness for 90 days, with a maximum of 66 $\frac{2}{3}$ of the first \$7,500 of monthly salary up to a maximum of \$5,000 per month up to age 65 or until the employee is able to return to work.
- 12.5 The City and the Association agree to negotiate the impact of any changes in health insurance that may be mandated by Federal health care legislation during the life of this agreement.

12.6 Voluntary Employees' Beneficiary Association (VEBA)

Effective July 1, 2005, the City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account

ARTICLE 13 - RETIREMENT

13.1 The City agrees to provide a retirement plan(s) to insure a retirement benefit equal to that provided by the Public Employees Retirement System (PERS). The City shall pay the employee's contribution to that plan.

ARTICLE 14 - VACATION

14.1 After having served continuously in the City service for twelve (12) full calendar months, all fifty-six (56) hour employees shall be credited with one hundred forty four (144) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Earned Each Month</u>	<u>Shifts Per Year</u>
12 - 60 Months/ 1+ - 5 Years	12	6
60+ - 120 Months/ 5+ - 10 Years	16	8
120+ - 180 Months/ 10+ - 15 Years	20	10
180+ - 240 Months/ 15+ - 20 Years	24	12
240+ Months/ 20+ Years	28	14

After serving twelve (12) full calendar months, all forty (40) hour employees shall be credited with eighty (80) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 24 months/1+ - 2 years	6.67	10
24+ - 60 months/2+ - 5 years	8.00	12
60+ - 120 months/5+ - 10 years	10.00	15
120+ - 180 months/10+ - 15 years	13.34	20
180+ months / 15 years	16.67	25

14.2 "Continuous Service" is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any other paid leave allowed under this Agreement. Time spent on other types of authorized leave shall not count as time of continuous service unless otherwise required by law;

except that employees returning from such leave or employees who are laid off, shall be entitled to credit for service prior to the leave or layoff.

- 14.3 Whenever possible consistent with the needs of the department (as determined by the Fire Chief), employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise vacation selection only once each year, completed by February 1st.
- 14.4 A schedule of each employee's vacation time shall be posted and the roster board shall show that he is listed on vacation.
- 14.5 Upon termination of an employee for any reason, or in the event of his death, the employee or his estate shall be paid a lump sum of all earned but unused vacation credits.
- 14.6 An employee that is about to lose vacation credit due to maximum accrual, may petition to the City Manager or a designee to carry over additional hours. The decision of the City Manager or a designee shall not be subject to the grievance procedure.

ARTICLE 15 - HOLIDAYS

- 15.1 All fifty-six (56) hours shift personnel, in lieu of the recognized City holidays shall be granted five (5) shifts off per year to be scheduled with approval of the Fire Chief. Holiday time shall be accrued at the rate of ten (10) hours per month. Employees assigned to a 40-hour workweek shall receive the same holidays as the general employees plus one additional personal holiday.
- 15.2 Upon termination of an employee for any reason, or in the event of his death, the employee or his estate shall be paid a lump sum for all earned but unused accrued holiday time.

ARTICLE 16 - MAXIMUM LEAVE TIME ACCRUAL

- 16.1 A maximum of 140% of an employee's yearly accrual of vacation leave and holiday leave benefits, total for both benefits, may be carried over as of December 31st of each calendar year.

ARTICLE 17 - PROBATIONARY EMPLOYEES

- 17.1 All original and promotional appointments shall be made for a probationary period of one (1) year. The probationary period shall be deemed as part of the examining process for determining the qualification of the employee for regular employment status. A probationary employee may be dismissed or demoted, and shall not have recourse to the grievance procedure. Regular employee is defined as an employee who has successfully completed the probationary

period. During the original probationary period, an employee may be terminated without good cause or appeal.

- 17.2 If the City determines at any time in its sole judgment (meaning without good cause) during the promotional probationary period that a promoted employee is not suitable to attain regular status, the employee shall be returned to his/her former classification and rate of pay without loss of seniority in the former classification and without recourse to the grievance procedure.
- 17.3 If an employee is promoted during their original probationary period (initial 12 months of service with the City), the promoted employee will serve the remaining original probationary time concurrently with the probationary period of the promotion.

ARTICLE 18 - SENIORITY

- 18.1 For purpose of this article, seniority shall be defined as continuous time within a classification. For the purpose of establishing seniority for Association members hired on the same date and job classification, seniority shall be based on candidate overall ranking as established by Human Resources prior to the Chief's interview. The candidate ranking shall be kept on file and copies shall be made available to the employee.
- 18.2 The principle of seniority shall be observed with regard to all layoffs and recall of regular employees who have completed one year or more of employment with the City, provided the employee to be recalled is competent to perform the work assigned. Employees off work for one year or more for any reason shall be considered off the seniority list.
- 18.3 In the event it becomes necessary to lay off employees for any reason, employees shall be subject to layoff in the inverse order of their seniority in the affected classification. An employee subject to layoff shall be entitled to bump another employee in a lower classification previously occupied by the employee subject to layoff on the basis of seniority within the department provided the employee electing to bump is qualified to perform the work of the employee he seeks to bump. An employee who is able to bump an employee in a lower classification on the basis of classification seniority shall be entitled to a trial period of up to ninety (90) days to satisfy the current requirements of the job or to satisfy proficiency examination in lieu thereof.
- 18.4 The current seniority list is attached as Schedule B. This list is effective 7/1/2008. Changes to this list due to terminations or new hires will be compiled by the City as needed by the parties. Whenever a change to the list is made, a revised list will be forwarded to the Association upon request.

ARTICLE 19 - SUBSTANCE ABUSE POLICY

- 19.1 The City and the Association agree to abide by the provisions of the City's Substance Abuse Policy as amended.

ARTICLE 20 - DISCIPLINARY ACTION

- 20.1 Discipline shall include the following actions as well as additional actions as are appropriate to the circumstances of the violation. These include: oral reprimand, written reprimand, suspension, demotion, and dismissal, or any combination of the above, as warranted by the circumstances and the nature of the offense. Notice of disciplinary action shall be in writing and given to the employee prior to action taken on any contemplated disciplinary action above a written reprimand. No employee shall be issued a reprimand, demoted, suspended, or dismissed without just cause. Oral and written reprimands do not require prior written notice.

Due Process. Pre-disciplinary "due process" means written notice of the specific charges, notice of the maximum range of disciplinary action under consideration, and an opportunity to meet with the decision maker and his/her designee in order to refute, mitigate, or defend against the charges. The employee of the Union may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

- 21.1 For the purpose of this agreement, a grievance is defined as any one of the following:
- A. A claim by an affected employee covered by this agreement and that a specific provision or clause of this agreement has been violated.
 - B. A claim by the Union's Executive Committee that a specific provision of clause of this agreement has been violated.
- 21.2 Filing a grievance. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and the Union will attempt to resolve the issue informally.

A grievance is filed when the grievant and his/her Union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievance must include the following information:

- A) Name of the grievant(s)
- B) Date of filing
- C) Relevant facts and explanation of the grievance
- D) A list of the articles of the agreement allegedly violated
- E) A description of the remedy sought

Grievances will be filed at Step 1 of the grievance procedure unless the City and the Union mutually agree to filing at a higher step.

Oral reprimands are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 only.

21.3 An individual employee who does not wish the Union's Executive Committee to pursue a grievance (under Section 21.1(B) hereof) may notify the Union in writing at any time, and the Union must withdraw the grievance. A grievance which is resolved by an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

21.4 A grievance shall be processed as follows:

Step 1: Within fifteen (15) calendar days after the alleged violation, or the date the employee or Union knew or reasonably should have known of the violation, the employee will meet with the supervisor in charge and present the facts and the alleged contract articles(s) violated pursuant to 21.2. The employee may at his/her option be accompanied by a Union representative.

Notwithstanding the above, both Union and City shall not be liable for any contract violation remedy beyond ninety (90) days from the date of alleged violation.

Step 2: If unresolved by the parties within **ten (10)** calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Chief, a written statement per 21.2 of the alleged violation and remedies sought dated and signed by employee and/or the Union's Executive Committee with a copy to the City's Human Resource Manager. Such submission must be made within **ten (10)** calendar days following inaction or rejection by the Step 1 supervisor.

Step 3: If a satisfactory settlement is not made at Step 2 the grievance may be referred to the City Manager within **ten (10)** calendar days following the date or rejection or expiration of the actions concluding Step 2, whichever occurs first.

Step 4:

If the grievance is unresolved at Step 3, the grievance may be submitted to arbitration at the mutual consent of the parties within **ten (10)** calendar days of the rejection or inaction at Step 3. If no mutual consent is achieved, the grievance is considered resolved at Step 3.

If the grievance is submitted to arbitration by mutual consent of the parties, within 10 days of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators residing in Oregon. The City and the Union will alternately strike six names from the list. The party to strike

first will be determined by coin flip. The last name remaining will be the arbitrator. The parties agree that, if possible, no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved. Expenses of the arbitrator and costs incident to the conduct of the hearing will be paid split equally between the parties.

The jurisdiction of the arbitrator shall be limited to interpretation of the specific provision or provisions of this agreement which have been placed in issue by the parties and the arbitrator shall have no authority to add to or detract from this agreement or any portion thereof. Any or all time limits specific in the grievance procedure may be waived by mutual consent. Failure to submit the grievance in accordance with the time limits without such waiver shall constitute abandonment of the grievance. City failure to comply with the time limits specified above will automatically move the grievance to the next step herein.

ARTICLE 22 - AGENTS OF THE ASSOCIATION

- 22.1 Whenever agents of the Association shall visit the place of employment, they shall make their presence known to the supervisor and shall not interfere with any employee in the performance of his work.

ARTICLE 23 - SCHEDULE "A" WAGES

- 23.1 Effective July 1, 2011, the Fire Captain range shall be increased by three percent (3.0%) as shown in Schedule A.

Effective July 1, 2012, all classification ranges shall be increased by one percent (1.0%).

- 23.2 Each employee shall be evaluated in writing on a form prescribed by the City Manager in conformance with time periods noted in the salary schedule. Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance. A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.
- 23.3 Whenever an employee is appointed to a position in a higher classification, he shall receive at least the next higher salary in the new salary range. This salary increase shall be effective the nearest pay period following notification of appointment.
- 23.4 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall not have a direct cost to the City and employee participation shall be voluntary. Effective January

1, 2012 employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.

- 23.5 Employees temporarily assigned the duties and responsibilities of a higher classification, excluding Lieutenants (see 23.6 below), for a minimum of 12 hours on a shift shall receive up to an additional five percent (5%) increase of their base salary for the total time of such assignment
- 23.6 Employees temporarily assigned the duties and responsibilities of Lieutenant for a minimum of 12 hours on a shift shall receive an additional two percent (2%) over their base salary. Temporary appointment to Lieutenant shall be an administrative appointment made solely at the discretion of the Chief or his designee.

ARTICLE 24 - INCENTIVE PAY

- 24.1 The City agrees to pay incentive awards to employees who have obtained certification as follows:

Intermediate EMT certification	4%
Paramedic EMT	10%

All incentives are calculated on the base pay for the 6th step of Firefighter. The employee must make application to receive incentive pay and there shall be no retroactivity. Incentive awards shall commence the first of the month following approval by the Fire Chief or his designee.

Employees hired with Paramedic EMT certification from 7/1/2005 forward shall maintain, in good standing, their Oregon Paramedic EMT certification as a condition of employment.

- 24.2 The City shall establish an incentive award of two percent (2%) for employees with an acceptable Associate's degree and four percent (4%) for an acceptable Bachelor's degree subject to the following conditions:
 - a. The 2% or 4% awards may not be combined.
 - b. The employee must have successfully completed their initial employment probation period.
 - c. The employee must have received a satisfactory (or better) rating on their last performance appraisal.
 - d. The employee must successfully complete at least two (2) department approved, job-related classes in each fiscal year. Classes must be taken on the employee's own time except with permission from the Chief.

- e. The employee must make written request prior to July 1 of each year to receive this incentive. Written requests should include a listing of classes taken towards earning the incentive.

24.3 Employees may be assigned the following duties by the Fire Chief. If both functions are assigned to the same employee, the maximum total incentive is 10%.

EMS Quality Improvement	5%
EMS Training Administration	5%

ARTICLE 25 – CLOTHING

25.1 The city shall furnish clothing and uniforms required in the performance of city duties to include, but not limited to, the list in 25.4 to all employees before their first (1) day of employment. All badges, patches, and logos will be provided by the city. The clothing and uniform design shall be determined by the Fire Chief. The replacement of these items will be on an exchange program with new items.

25.2 Damage to uniforms due to unauthorized use will be repaired or replaced at the association member's expense. Uniforms are to be worn only on duty, or directly to and from work and other special occasions by permission of the Fire Chief or his/her designee. Personal protective equipment shall be used only for firefighter, rescue and EMS training and duties. Any other use requires permission of the Fire Chief or his/her designee.

25.3 All personal protective clothing required for the performance of firefighting duties and the safety of the fire personnel shall be provided to all employees. PPE shall meet or exceed NFPA, OR-OSHA, or ANSI (eyewear only) standards.

25.4 Clothing list

3 (or 4 for forty (40) hour employees) Class B blue Nomex uniform shirts.

3 (or 4 for forty (40) hour employees) Class B blue Nomex uniform trousers.

7 blue Forest Grove Fire & Rescue T-shirts.

2 Forest Grove Fire & Rescue cotton blue work sweatshirts.

1 all weather jacket

1 pair of uniform boots, up to \$200 bi-annually paid by the city. This amount shall be separate from the \$500 allowance as listed in 25.4.1

1 uniform belt.

Workout apparel to match duty T-shirts

1 pair of workout shorts

1 pair of workout sweatpants

25.4.1 Association members will be allowed uniforms and clothing as listed above upon employment. Association members shall be given an annual allowance of \$500 for the replacement of duty uniforms as described on the clothing list. This allowance does not apply to association members first year of employment.

Uniforms may be replaced on an as needed basis at the discretion of the fire chief or his/her designee.

25.5 All uniforms and personal protective clothing shall be kept clean at all times to maintain a positive and professional image to the public.

25.6 A full class A uniform will be provided to each member of the association once they have successfully passed their probation period with the city. These items shall include, hat, jacket, pants, shirt, badge, tie, belt, and shoes. The repair or alteration of these items will be at the association members' expense, once the uniform has been fitted.

ARTICLE 26 - BOOKS AND TUITION

26.1 Employees may request reimbursement for books and tuition for college level course work relevant to their position in the department. Requests for reimbursement must be approved by the Fire Chief prior to enrollment and shall be contingent upon completion of the course with a passing grade and available funding within the department.

26.2 Employees may request tuition reimbursement to attend training, which shall provide EMT certification. In the event such training shall exceed a three (3) month period, employees may request the City pay for the cost of training up front. The employee shall be required to sign an authorization providing for the amount paid to be deducted from their paycheck, in the event the employee terminates, or fails to satisfactorily complete the training.

ARTICLE 27 - WORKING RULES

27.1 The Association recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations. All employees shall continue to comply with the presently published personnel manual, except those areas superseded by this Agreement. Changes or additions to such rules shall be furnished to the Association at time of issuance.

ARTICLE 28 - SAFETY PROGRAM

28.1 The City shall conform to the State and Federal requirements pertaining to safety of the employees in the performance of their work assignments.

28.2 Employees shall be given an opportunity to exercise a cumulative of 60 minutes per shift. The intent is to provide flexibility regarding scheduling the 60 minutes during the first 12 hours of the shift. The Fire Chief has the right to determine the workout time period.

28.3 NFPA 1582 Medical Evaluations: See Attachment A

ARTICLE 29 - PERSONNEL FILE

- 29.1 A personnel file shall be initiated and maintained for each employee. Personnel files shall be considered confidential and shall be accessible only to the employee, the City Manager, the Personnel Officer, the Fire Chief, and the supervisor, with the approval of the Fire Chief. An employee shall have the right to review and obtain copies of the contents of his personnel file.
- 29.2 No material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in his personnel file and said response shall become part of the personnel file.
- 29.3 Upon employee request, letters of reprimand shall be removed at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

ARTICLE 30 - SAVINGS CLAUSE

- 30.1 Whenever it shall be found that any portion of this Agreement is contrary to any City, State, or Federal Law, such portion of the Agreement shall be excised, modified, or changed to conform thereto, as soon after notification as possible. The City and the Association agree to negotiate substitute provisions for those articles that may be in question.

ARTICLE 31 - TERMINATION

- 31.1 This agreement shall be effective July 1, 2011 and shall remain in effect until June 30, 2013. This agreement shall be automatically renewed from year to year thereafter unless either party notifies the other between January 1, and March 1, in the year of expiration that they wish to modify this agreement.

ARTICLE 32 - SCOPE OF AGREEMENT

- 32.1 The City and the Association shall not be bound by any requirement, which is not specifically stated in this Agreement. Specifically, but not exclusively, the City and the Association are not bound by any unwritten past practices of the City or the Association, unless such past practices or understandings are specifically stated or referred to in this Agreement.

The Association and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment and similar or related subjects, and that during the term of the Agreement neither the City nor the Association shall be required to negotiate on any further matter affecting these or any other subjects not specifically set forth in the Agreement.

**FOREST GROVE PAID
FIREFIGHTER'S ASSOCIATION**


Ted Penge, Association Shop Steward

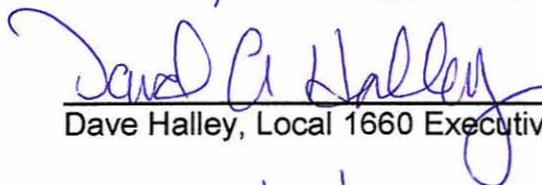
Dated: 11/18/11


Matthew Rawls, Association Shop Steward

Dated: 11/17/11

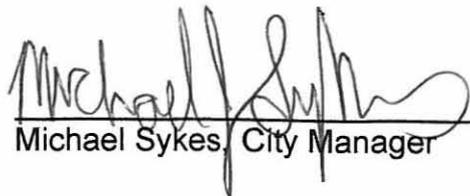

Tony Carter, Association Shop Steward

Dated: 11/18/11


Dave Halley, Local 1660 Executive Officer

Dated: 11/17/11

CITY OF FOREST GROVE


Michael Sykes, City Manager

Dated: 11-18-11

FOREST GROVE PAID FIREFIGHTERS ASSOCIATION (IAFF)

SCHEDULE "A"

July 1, 2011 CLASSIFICATION & WAGES

1 - July 2011	Step1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	4392	4604	4815	5025	5238	5449
Lieutenant	4568	4788	5008	5226	5446	5665
Fire Inspector II	5162	5409	5658	5906	6153	6402
Captain	5048	5291	5534	5774	6018	6259

July 1, 2012 CLASSIFICATION & WAGES

1 - July 2012	Step1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	4436	4650	4863	5075	5290	5503
Lieutenant	4614	4836	5058	5278	5500	5722
Fire Inspector II	5214	5463	5715	5965	6215	6466
Captain	5098	5344	5589	5832	6078	6322

Schedule B

Seniority Listing

Position	Name	Hire Date	Test Rank
1	Dwight Lanter	1/2/1985	
2	Mike Lanter	7/8/1996	1
3	Chris Woodford	7/8/1996	2
4	Tad Buckingham	7/8/1996	3
5	Joe Smith	12/2/1996	
6	Karen Hendrix	1/13/1997	
7	Ted Penge	4/5/2004	
8	Tony Carter	10/26/2005	
9	Keith Baas	1/5/2006	
10	Rick Ilg	2/27/2006	1
11	Will Murphy	2/27/2006	2
12	Matt Rawls	1/22/2008	1
13	Geoff McFarland	1/22/2008	2
14	Ivan Bratchuk	4/17/2008	
15	Brad Shinpaugh	1/13/2009	
16	Vacant		

ATTACHMENT A

NFPA 1582 Medical Evaluations

Fire personnel assigned to fire suppression functions will receive a physical examination in accordance with NFPA 1582, current edition. All Category A medical conditions have been reclassified by the Fire Department as Category B, to allow for advances in medical technology and reasonable accommodation of medical conditions where possible. All of these conditions shall be linked to the ability to function as a Firefighter EMT.

The medical evaluations shall be conducted in accordance with the following schedule:

- a) Ages 29 and under - every 3 years
- b) Ages 30 to 39 - every 2 years
- c) Age 40 and above - every year

Medical evaluations shall be performed by the Department Physician at no cost to the employee. For purposes of the physical each employee who completes the physician visit while off duty will be paid for two hours of overtime at the time and one-half rate. This payment will cover both the office visit and travel time.

No employee medical information, except for vaccination and immunization status, will be released to the City or its representatives. The City will only be informed of the employee's ability or inability to perform the requirements of his/her job description.

Employees found with medical conditions that prevent them from performing duties are eligible to use sick leave, vacation leave, and leave without pay (at the discretion of the Department) until they can be cleared by the Department Physician or their attending physician to return to duty. If needed in addition to the job analysis worksheet, and recommended by the Department physician or attending physician for his/her determination, the employee may be required to successfully complete the physical fitness testing referenced below. If such testing is recommended by the Department physician or the attending physician, the employee shall not return to his/her regular assignment until s/he has successfully completed physical fitness testing.

Disagreements with the Department Physician will be handled in accordance with the guidelines of NFPA 1582, current edition.

The Fire Department Physician shall report the results of the medical evaluation to the candidate or current firefighter, including any medical condition/s disclosed during the medical evaluation, and the recommendation as to whether the candidate or current firefighter is medically certified to perform as a firefighter. The physician's criteria for determining whether a candidate or current firefighter is medically certified or not shall be NFPA 1582, Chapter 2-3.

The Fire Department Physician shall inform the Fire Department only as to whether or not the candidate or current firefighter is medically certified to perform as a firefighter. The specific written consent of the candidate or current firefighter shall be required prior to release of confidential medical information to the Fire Department. Candidates who do not successfully complete the medical examination will be ineligible for employment.

In the event that a firefighter is determined to be not medically certified to perform the duties of a firefighter, the firefighter has the option to seek another opinion from the physician of his/her choice at the Department's expense. If there is still disagreement about the condition or placement recommendation, a third physician (acceptable to both the Fire Department and the employee) will be consulted. The City's final decision will be determined by Human Resources. If the medical condition is deemed permanent and the firefighter cannot be rehabilitated to return to suppression duties, then the City Human Resources (in coordination with other pertinent agencies) will determine the next step, including but not limited to, termination, reassignment, or retirement.

If a firefighter is deemed not medically certified to perform these duties but the Department Physician determines that rehabilitation is possible, the Department will assist the individual in his/her rehabilitation efforts by allowing the use of sick/vacation leave and may allow options such as modified duty or reassignment, leave without pay, and shift trades (this does not represent an exclusive list of options).

Mandatory Physical Fitness Training. Bargaining Unit members assigned to fire suppression duties shall participate in daily physical fitness training as developed in collaboration with the Association and approved by the Fire Chief.

Physical Fitness Testing. Union members assigned to fire suppression duties will participate annually in physical fitness testing. Testing shall consist of successful completion of the Department's Physical Ability Test within the required time constraints. The test may be repeated once within 14 days.

If the employee fails to complete the test, s/he will be sent to the Department Physician for a medical evaluation. If medically cleared, they will be reassigned to a 40-hour week on a modified duty assignment for a period not to exceed three months. During this time, s/he will be allowed up to two hours per day of physical conditioning, in addition to other non-suppression duties. At any point during this three months, s/he may request to take the Physical Ability Test again. The test may be repeated once within 14 days.

This process may be repeated twice (not to exceed 9 months from the date s/he is medically cleared to participate in the process) prior to reassignment or termination.