

**Collective Bargaining Agreement**

between

**City of Bend**

and

**Bend Firefighters Association  
IAFF Local 939**

July 1, 2009 – June 30, 2012

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## PREAMBLE

This Agreement is entered into this 1st day of July, 2009, between the City of Bend, Oregon, hereinafter referred to as the "City" and the Bend Firefighters Association, hereinafter referred to as the "Association."

The mailing address of the City shall be "City of Bend, 710 NW Wall Street, Bend, Oregon 97701." The mailing address of the Association shall be "Bend Firefighters Association, 1212 SW Simpson, Bend, Oregon 97702."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

## ARTICLE 1: RECOGNITION

The City recognizes the Bend Firefighters Association, IAFF Local 939, as the sole and exclusive bargaining agent for all employees in the Bend Fire Department, excluding part-time, temporary, intermittent, volunteer, clerical, supervisory (not to include Captain), and confidential employees with respect to wages, hours and other conditions of employment:

Should new classifications be established in the Fire Department, the parties will meet to determine whether the classification should be represented by the Bend Firefighters Association, and if so, to negotiate employment conditions for the newly added classifications.

## ARTICLE 2: EXISTING CONDITIONS

Employees covered by this Agreement shall suffer no loss of compensation by the execution of this Agreement.

## ARTICLE 3: CHECKOFF/PAYROLL DEDUCTIONS

3.1 The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Association. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her obligation along with the grant of equal benefits.

- 3.2 The City, when so authorized and directed in writing by the Secretary of the Association on the authorization form provided by the City, will deduct current Association dues from the wages of all employees in the bargaining unit.
- 3.3 The City will not be held liable for check off errors, but will make proper adjustments with the Association for errors in the following pay period.
- 3.4 Fair Share Payments: The City and the Association agree that a "Fair Share" agreement exists for all members of the bargaining unit and includes all new employees after thirty (30) days of employment.

The parties agree that the provisions of ORS 243.650(10) and ORS 243.672(1)(c) regarding fair share payments shall be applied to all employees in the bargaining unit who decline membership in the Association and that the Association shall inform those employees of their obligation to pay fair share payments to the Association.

- 3.5 Religious Objection: An individual employee who does not join the Association and objects to paying fair share to the Association based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall not be required to pay dues or fair share payments; but such an employee shall be required to pay an amount equivalent to fair share to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City and the Association that this has been done. The parties agree that the provisions of ORS 243.666 shall be applied to employees who object to paying fair share payments on bona fide religious tenets or teachings of a church or religious body.
- 3.6 The City of Bend shall make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the payroll office of changes in deductions.
- 3.7 The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of this section.

#### ARTICLE 4: NON-DISCRIMINATION

- 4.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, or handicapped status under the definition of Oregon State and Federal Law. The Association shall share, with the City, the responsibility for applying this provision of this Agreement.
- 4.2 The City agrees not to discriminate against any employee for his/her activity in behalf of, or membership in the Association.

#### ARTICLE 5: MANAGEMENT RIGHTS

The City shall retain the exclusive rights to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department, determining the levels of service and method of operation including the decision to subcontract and the decision to introduce new equipment; the right to lay off, transfer, promote, and discipline or discharge for just cause; to assign shift work and determine scheduling of that shift work and any other such rights and functions not specifically referred to in this Agreement.

#### ARTICLE 6: CITY SECURITY

The Association agrees its membership will not participate in a strike, work stoppage or slowdown, or recognize a picket line while in the performance of official duties, or participate in any concerted interruption of City services.

#### ARTICLE 7: ASSOCIATION BUSINESS

The Association agrees to certify in writing to the Fire Chief and Human Resources, members who will serve as official representatives.

- 7.1 Association Business: Provided there is adequate staffing, up to three (3) certified representatives shall be allowed time off to participate in Association business.
- 7.2 Grievance Process: Association representatives shall be allowed time off with regular pay to participate in this process.

- 7.3 Bargaining Sessions: The Association's negotiation team, of which three (3) may be on duty, shall be allowed time off to participate in bargaining sessions. The dates, times and places for negotiating sessions shall be established by mutual agreement.

#### ARTICLE 8: WORKING OUT OF CLASSIFICATION

- 8.1 When an employee is assigned to fill the duties and responsibilities of a classification higher than his/her own, he/she shall be paid hour for hour at the higher rate of pay as set out in Appendices A, B, and C of this Agreement for time worked in such higher classification.

#### ARTICLE 9: CIVIL SERVICE

- 9.1 The City currently has a Civil Service system that covers members of this Association. Should a conflict arise between this Agreement and the Civil Service Rules, this Agreement shall prevail.
- 9.2 The City acknowledges its obligation to provide the Association with a copy of its Civil Service Rules.
- 9.3 Should the City draft proposed changes or change the Civil Service Rules, the City shall immediately forward all of the above to the Association President and Vice President for review. The President and Vice President will also be notified of all meetings.
- 9.4 No change in the City's Civil Service Rules shall affect members of this Association until copies of the changes have been furnished to the Association and the Association has waived its right to bargain over the mandatory aspect of the changes. Should the Association not respond to the City within fourteen (14) calendar days from the date of receipt of the City's proposed changes, the City may rely upon the fact that the Association has waived its right to bargain the proposed change.

#### ARTICLE 10: CITY EMPLOYEE HANDBOOK/COLLECTIVE BARGAINING AGREEMENT

The City agrees to furnish each employee of the bargaining unit with a copy of the City Personnel Manual. The Association agrees to furnish each employee of the bargaining unit with a copy of this Agreement. New employees shall be provided with both documents at the time of their hire.

## ARTICLE 11: BULLETIN BOARD

The City agrees to maintain a suitable bulletin board in each station, and located in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board. Such postings shall promote good relations between the parties.

## ARTICLE 12: OUTSIDE EMPLOYMENT

Employees gainfully employed other than with the City shall ensure that the following conditions are met:

- A. The outside work must be compatible with the employee's City work.
- B. There shall not exist a conflict of interest between outside employment and City work.
- C. The outside employment shall in no way discredit City employment.
- D. Outside employment shall in no way detract from the efficiency of the employee in his/her City work.
- E. It shall be understood that City work and necessary overtime shall take precedence over any outside employment.
- F. No employee shall perform any service of employment during his City working hours for which he received additional outside compensation.

## ARTICLE 13: HOURS OF WORK

13.1 Normal work schedules for full time Association members shall include:

- A. New employees may work a flexible work schedule during their probationary period at the discretion of the Fire Chief, and shall be paid in accordance with FLSA standards. New employee schedules may be inclusive of paid meal breaks depending on assignment.

- B. Regular shift schedule composed of twenty-four (24) hours on duty and forty-eight (48) hours off duty. Work schedules are inclusive of paid meal breaks.
  - C. Forty-hour workweek schedules may be composed of five (5), eight (8) hour or four (4), ten (10) hour workdays in each seven-day period at the discretion of the Fire Chief.
- 13.2 Flexible schedules may be considered for those people who are not working twenty-four (24) hour shifts.

#### ARTICLE 14: SHIFT CHANGES

- 14.1 An employee will be given reasonable advance notice of any change in his shift assignment, except where an emergency exists.
- 14.2 When the City initiates a change in an employee's regular shift assignment, for 56-hour and 40-hour Paramedic and Firefighter positions, employees shall have a minimum of 24 hours off between work shifts.
- 14.3 Trades (56-hour personnel only):
- A. All trades shall have the approval of a Chief Officer or the departmental automated staffing system when used in accordance to department procedure. Management reserves the right to discontinue use of the automated system.
  - B. If an employee is arranging a trade for himself/herself, he/she must consider the following responsibilities. Each station must have:
    - 1) A Captain or an AIC Captain.
    - 2) An Engineer or an AIC Engineer.
    - 3) A Paramedic.
  - C. If an employee is working a forty-eight (48)-hour shift involving a trade and two stations, it shall be his/her responsibility to make arrangements for standby until he/she arrives. No overtime shall be incurred by the City in trade situations.

#### 14.4 Trades (40-hour Paramedic and Firefighter Positions)

- A. All trades shall have the approval of a Chief Officer or the departmental automated staffing system when used in accordance to department procedure. Management reserves the right to discontinue use of the automated system.

### ARTICLE 15: OVERTIME

- 15.1 As used in this Agreement, overtime shall mean that time a 56 hour employee is authorized and directed to work in excess of two-hundred four (204) hours in a twenty-seven (27) day work period, or a forty hour employee is authorized and directed to work in excess of forty hours in a seven day work week. Any paid time-off shall be considered time worked.
- 15.2 Overtime pay shall be the hourly rate set forth in Appendix B, times one and one-half.
- 15.3 If a 56-hour employee is authorized and directed to work in excess of twenty-four (24) continuous hours or to work in addition to an averaged fifty-six (56) hour work week, the employee shall receive overtime pay as described in Section 15.2 above which includes a two and seventy-eight one-hundredths percent (2.78%) overtime premium for all time so worked (see notes in Appendix C). This shall become the overtime compensation rate.
- 15.4 Overtime for emergency call back and/or medical transport:
  - 15.4.1 Fifty-six (56) hour shift personnel authorized and directed to respond to emergency personnel callbacks or medical transports shall be paid at the overtime rate of pay set forth in Section 15.3 above, with a minimum of three (3) hours. Notwithstanding the above, if the recall is between the hours of 2200 and 0600, an employee shall be paid at the overtime rate set forth in Section 15.3 above, with a minimum of four (4) hours. Emergency related assignments shall be made in accordance with the time response limitations as stated in the department PPI Manual. In the event there are no emergency related assignments, the employee shall be released.
  - 15.4.2 Forty (40) hour schedule personnel authorized and directed to respond to emergency callbacks and/or medical transports shall be paid the overtime rate of time and one-

half, with a minimum of three (3) hours. Notwithstanding the above, if the recall is between the hours of 2200 and 0600, an employee shall be paid at the overtime rate of time and one-half, with a minimum of four (4) hours. Emergency related assignments shall be made in accordance with the time response limitations as stated in the department PPI manual. In the event that there are no emergency related assignments, the employee shall be released.

- 15.5 Fire investigation on-call time is that time during which an employee is authorized to be and agrees to be available to respond to fire investigation call-backs per PPI manual. Compensation for fire investigation on-call time shall be one hour of overtime at the employee's rate of pay for each twelve (12) hour period. In addition to investigation on-call pay, compensation for call-backs shall be in accordance with sections 15.4.1 or 15.4.2.
- 15.6 Subject to the work requirements of the department, the Fire Chief or designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Article 15. The maximum number of hours of compensatory time that may be accrued by 56-hour schedule employees shall be seventy-two (72) hours. This accrual limit may be extended by the Fire Chief or his designee up to a maximum of one hundred and forty-four (144) hours. The maximum number of hours of compensatory time that may be accrued by 40 hour schedule employees shall be fifty-two (52) hours. This accrual limit may be extended by the Fire Chief or his designee up to a maximum of one hundred four (104) hours. Upon termination, retirement or death, the employee or heirs shall receive cash compensation for accrued compensatory time at the employee's rate of pay. To use accrued compensatory time, the employee shall make a request in accordance with department PPI manual. See also article 18.9.

#### ARTICLE 16: SCHOOLS, SEMINARS, TRAINING

- 16.1 Decisions concerning attendance at conferences, conventions or other meetings at City expense will be made by the Fire Chief or his/her designee. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of his/her work to the subject matter of a meeting.
- 16.2 The employee's reasonable actual food, lodging and travel expenses shall be paid by the City for an employee required to attend a conference or business meeting when said conference or

business meeting is held at locations other than the employee's regular job location. Meal expenses may be paid at the IRS per diem rate if agreed upon by the employee and the City in advance. Reimbursement shall be either the reasonable actual expenses or per diem, but not both.

- 16.3 The City shall pay tuition and instructional material costs for any employee required by the City to attend a regular course of instruction.
- 16.4 Education Leave Bank. An employee who voluntarily attends a course of instruction which is directly related to his/her Fire Department duties shall receive tuition and instructional material costs reimbursement from the City upon successful completion of the course and if prior written authorization for reimbursement has been obtained. Each employee shall be allotted a bank of forty-eight (48) hours of Education Leave each fiscal year for 56-hour employees or thirty-two (32) hours of Education Leave annually for 40-hour employees each fiscal year for use in department approved voluntary training. Education Leave shall not be carried forward from year to year if not utilized. It is understood that department approved Education Leave occupies a calendar leave slot as currently available in Article 18.9. This language shall not limit the use of School Leave without cost to other accrued leave beyond the above 48 hours (32 hours for 40-hour employees) per year; additional School Leave may be permitted without charge against the employee's accrued leave when staffing allows. (See Policies, Procedures, and Instructions for clarification of training leave codes.)
- 16.5 For the purpose of encouraging employees to pursue an education related to their employment, the City shall afford employees time off during regular working hours, upon request and without loss of pay or the obligation to make up the time, to attend individually approved courses for each employee by the Fire Chief or his/her designee. Approval shall be subject to staffing needs of the Department.
- 16.6 Employees shall receive all required training, as provided above, for all professional certification.

## ARTICLE 17: HOLIDAYS

- 17.1 In lieu of paid holidays, all 56-hour Fire Department employees shall receive five (5) shifts off per year at the employee's regular

rate of pay, or receive in addition to the regular rate of pay, overtime rate of four (4) shifts. The additional pay shall be afforded to the employees in the first pay period of November.

17.2 For employees assigned to the 40 hour workweek schedule, the following shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving, Friday after Thanksgiving, Christmas, and a floating holiday. Holidays are normally observed on the designated day, the Friday proceeding, or the Monday following, in accordance with City of Bend Personnel Policy. Employees working on a designated holiday shall be eligible for time and one half the regular rate of pay for the number of hours worked or compensatory time off in lieu of pay for the number of hours worked in addition to eight hours (8) holiday pay.

17.3 When a 56-hour employee is temporarily assigned to the medical Peak Demand Unit, the employee will not be eligible for holiday pay as described in Article 17.2 because the employee has received a holiday benefit as described in Article 17.1. The employee will work designated holidays or use accrued leave.

ARTICLE 18: VACATIONS

18.1 New 56-hour employees who have completed probation will be credited with vacation at a prorated rate from their date of hire to June 30<sup>th</sup>. After that, the employee will be credited with vacation as per the table below. No vacation time can be taken until probation is successfully completed.

On July 1 of each fiscal year, non-probationary 56-hour employees will be credited with vacation as shown in the table below. Employees will be able to use the total hours credited, however, upon termination for any reason, the employee will not be paid for unaccrued vacation.

New 40-hour work week employees who have completed probation will be credited with 80 hours of vacation leave. Thereafter, vacation leave will accrue monthly per the table below.

56-Hour Employees:

Years of Service	Hours per Year	Shifts per Year
1 – 2	96	4

3 – 4	144	6
5 – 9	192	8
10 – 14	240	10
15 - 19	288	12
20 +	336	14

40-Hour per Week Employees

Years of Service	Hours per Year
1	80
2	88
3 – 5	102
6 – 9	136
10 – 12	153
13 – 15	171
16 - 18	204
19	222
20 +	240

\*In cases of a reduction in rate, employees will be grandfathered until they move to the next accrual rate.

- 18.2 Employees shall be responsible for initiating request for, and using vacation credit. Any such vacation leave shall be for no longer than the employee shall accrue during the fiscal year, plus any vacation carried over from a previous year, as per Section 18.3 of this article.

Vacation and holiday requests shall have the approval of a chief officer or the departmental automated staffing system when used in accordance to department procedure. Request for vacation or holiday leave shall be made at least seven (7) days (168 hours) prior to the first date being requested. Vacation leave may be granted with less than seven days notice if approved by a chief officer.

- 18.3 A maximum of three hundred sixty (360) hours earned vacation leave may be carried into a following fiscal year. In special instances, the Fire Chief may approve a limited extension of the accrual ceiling.
- 18.4 An employee who terminates for any reason prior to successful completion of probation shall not be entitled to cash compensation in lieu of vacation leave.

- 18.5 Upon termination of a non-probationary employee for any reason or in the event of the employee's death, a lump sum payment shall be paid to the employee or employee's estate for all earned but unused vacation at the employee's current rate of pay. Vacation accrual in the final fiscal year of service shall be prorated on a monthly basis.
- 18.6 A 56-hour employee shall not earn vacation leave if the employee is off work for a period of one hundred sixty-eight (168) or more consecutively scheduled work hours on leave of absence without pay. A 40-hour employee shall not earn vacation leave if the employee is off work for a period of one hundred twenty (120) or more consecutively scheduled work hours on leave of absence without pay. Employees shall continue to accrue vacation leave during the time period in which they are taking vacation leave and for on-the-job injuries, employees shall continue to earn vacation leave up to 90 days.
- 18.7 An employee, who terminates for any reason, having used vacation in excess of the amount earned, shall have that amount deducted from the final check.
- 18.8 Employees shall be permitted to take vacation in partial shift time segments for identified personal use, subject to approval by the Department. Where the needs of the Department can be met with the approval of time off, approval shall be granted.
- 18.9 At least three (3) 56-hour employees who are members of the Association shall be permitted to take vacation, holiday, compensatory time or department approved school leave (see 16.4) at any one time.

#### ARTICLE 19: SICK LEAVE

- 19.1 Fifty-six (56) hour employees shall accumulate sick leave at the rate of fourteen (14) hours for each full month of service. 40-hour employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Unused sick leave accumulated but not used prior to the execution of this Agreement shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a maximum of 2880 hours for 56-hour employees and 2000 hours for 40-hour employees. New 56-hour employees shall be eligible to use and shall be credited with twenty-eight (28) hours of sick leave at the completion of thirty (30) days of employment and accumulate at a rate of fourteen (14) hours per

month thereafter. New 40-hour employees shall be eligible to use and shall be credited with sixteen (16) hours of sick leave at the completion of thirty (30) days of employment and accumulate at a rate of eight (8) hours per month thereafter.

19.2 When an employee must be away from the job because of illness in the immediate family, such time off shall be granted by the Fire Chief or his/her designee and charged against sick leave time.

19.3 Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, 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 of the employee.

If an employee is injured during outside employment, he/she shall not be permitted to use sick leave to duplicate benefits from another employer or the State of Oregon.

Verification of illness by a doctor's certificate may be required by the City where the City has reasonable cause to believe that the employee is abusing the sick leave provision of this contract.

19.4 After the use of any accumulated sick leave, the employee may use his/her accrued overtime, holiday credits and vacation credits.

19.5 Unused sick leave shall not be compensated directly upon termination or death, but the City will convert unused sick leave to retirement benefits pursuant to the Oregon Revised Statutes.

19.6 For the purpose of this contract, immediate family is defined to include spouse, parents, stepparents, children, stepchildren, brother, sister, Registered Domestic partner (as defined by state and local regulations) or any other relative living in the employee's immediate household.

19.7 Any such sick leave shall be for no longer period than the employee has sick leave credit.

19.8 If a 56-hour employee uses no sick leave in three (3) months (Jun 26-Sept 25, Sept 26-Dec 25, Dec 26-Mar 25, Mar 26-Jun 25), the employee shall receive six (6) hours of floating sick leave.. If a 40-hour employee uses no sick leave within the same date ranges, the employee shall receive four and one quarter (4.25) hours of floating sick leave.

## ARTICLE 20: LONG-TERM DISABILITY INSURANCE

- 20.1 During the life of this Agreement, the City will provide a long-term disability benefit to insure sixty-six and two-thirds (66-2/3) percent of the employee's basic monthly earnings, if disabled due to off-the-job or on-the-job injury or illness.
- 20.2 If an employee becomes disabled, the employee shall not be terminated until two (2) years have elapsed since the onset of the disability.

## ARTICLE 21: ON-THE-JOB INJURY DISABILITY BENEFIT

- 21.1 The City shall provide on-the-job injury/illness disability benefits as defined by the Worker's Compensation Division of Oregon's Consumer and Business Services Department.
- 21.2 Employees who sustain a time loss on-the-job injury or illness will receive pay protection for one hundred-twenty (120) days from the date of injury or illness. The insurance provider time loss payment will cover sixty-six and two-thirds (66 2/3) of the employee's average monthly earnings (52 weeks). Employees must choose one of two options to receive pay protection:
- Option 1: The employee will receive two checks; one from the provider and one from the City. The City's check will cover the remaining balance of the employee's basic monthly earnings – minus standard deductions (net pay) and compensable benefits. The employee shall report to Human Resources the amount and date range of any insurance provider check.
- Option 2: Upon receipt of an insurance provider check the employee shall turn the check over to Human Resources; in return, the employee will receive one check from the City at a rate equal to their basic monthly earnings.
- 21.3 Regardless of which option the employee chooses, after one hundred-twenty (120) days, the City's contribution towards the employee's basic monthly earnings will cease. At this point in time, employee may utilize accumulated sick, holiday, vacation, floating sick or compensatory leave balances to off-set the difference between the insurance provider checks and the employee's basic monthly earnings.

- 21.4 When one hundred-twenty (120) days have elapsed from the time of the injury or illness the employee may utilize the long-term disability benefit identified in Article 20. An employee on long-term disability can not utilize sick leave and will be on leave without pay.

## ARTICLE 22: OFF-THE-JOB INJURY DISABILITY BENEFIT

- 22.1 Employees who sustain an off-the-job injury or illness may utilize one of the following options:

Option 1: Employee may utilize accumulated sick, holiday, vacation, floating sick or compensatory leave balances. If the employee does not have sufficient leave balances, they may access the City's leave donation program.

Option 2: Employee may request modified work as provided in Article 25.

Option 3: Employee may utilize provisions identified in Article 24.

Option 4: Employee may utilize a combination of Options 1, 2 & 3.

- 22.2 An employee unable to return to work after ninety (90) days will be required to access the long-term disability insurance as identified in Article 20. An employee on long-term disability can not utilize sick leave and will be on leave without pay.

## ARTICLE 23: LEAVE OF ABSENCE WITH PAY

Employees may request leave of absence with pay. Each request will be considered and judged on its own merits and the following guidelines used by the Fire Chief with the concurrence of the City Manager:

- 23.1 **Compassionate Leave:** In the event of a death in the extended family – defined to include the employee's spouse or Registered Domestic partner and the children, stepchildren, parents, stepparents, brother, stepbrother, sisters, stepsister, grandchildren, and grandparents of the employee and spouse or Registered Domestic partner, a 56-hour employee shall be granted a leave of absence not to exceed forty-eight (48) hours with pay; 40-hour employees shall be granted a leave of absence not to exceed forty (40) hours with pay. Exceptions may be granted by the Fire Chief.

- 23.2 Funeral Participation: When an employee serves as a pallbearer or in some other way participates in a funeral ceremony, he/she will be granted a leave of absence with pay up to four (4) hours.
- 23.3 Witness or Jury Duty: When a City employee is called for jury duty or subpoenaed as a witness, he/she will not suffer any loss of compensation. All monies received for witness or jury duty while on duty will be surrendered to the City. Employees will report for work when less than a normal work shift is required by such duty.

#### ARTICLE 24: LEAVE OF ABSENCE WITHOUT PAY

- 24.1 Subject to the approval of the City Manager, the Fire Chief may grant a leave of absence without pay not to exceed ninety (90) calendar days.
- 24.2 Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Council.
- 24.3 Request for leave of absence must be in writing and must establish reasonable justification for approval of the request.
- 24.4 Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) may be taken without pay pursuant to applicable law.

#### ARTICLE 25: MODIFIED WORK

- 25.1 The Fire Department will provide short-term modified work for employees who are temporarily disabled due to pregnancy, illness, or injury, if appropriate work assignments are available. Modified work assignments may be granted upon written request by the employee to the Fire Chief or designee. All alternate assignments shall be based upon department needs and the employee's physical limitations as determined by the employee's attending physician.
- 25.2 When an employee requests and is granted modified work due to non-work related reasons that involves a change from a 56-hour to a 40-hour schedule, the employee shall be eligible for holiday, vacation, and sick leave accrual, use, and days off as described for the work schedule to which assigned. The change in accrual and leave usage shall be effective at the beginning of the next pay cycle following six weeks of modified duty.

## ARTICLE 26: MILITARY LEAVE

Military, alternative service and Peace Corps leave shall be granted in accordance with the Oregon Revised Statutes.

## ARTICLE 27: SALARIES

- 27.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix B, attached hereto and incorporated herein.

Effective July 1, 2009 base pay will be increased by 4% for Engineers and 4.5% for Captains to recognize previously optional incentives that have become minimum qualifications for these positions.

Effective July 1, 2010, all employees' salary schedules in Appendix B shall be increased by the U.S. City Average, CPI-U for April – April, with a minimum of 0% and a maximum of 2.0%.

The parties agree to reopen contract negotiations on Article 27, Salaries, in the third year of this agreement, not later than March 1, 2011.

- 27.2 In lieu of salary, \$50 shall be paid each month for each employee into the Nationwide Post Employment Health Plan.
- 27.3 Each employee shall be paid at one of the steps in the range prescribed for his/her classification.
- 27.4 Normally an employee will be appointed at the first step of the range prescribed for his/her classification.
- 27.5 An employee's date of hire shall be his/her anniversary date. This date can only be altered by approved leaves of absence without pay. A new employee is eligible for consideration for advancement to the next step of the salary range of his/her classification at the beginning of the next pay period following completion of twelve (12) months of service.

Subsequent advancement through the salary schedule shall also be at the completion of each succeeding twelve (12) months of service until top step in the salary range has been reached.

- 27.6 Upon promotion, the employee shall be placed at the pay step in the new classification which will ensure a minimum base pay increase of 10% of their previous base salary. When an employee is promoted to a new job classification, his/her anniversary date shall be maintained for purposes of salary step increases. Salary step increases shall be made in the new salary range at the employee's anniversary date.
- 27.7 The beginning step for Engineers will be at least ten percent (10%) more than the step one base wage for a Fire Fighter. The beginning step for Captain will be at least ten percent (10%) more than the top step base wage for an Engineer.
- 27.8 Field Training Officer. An employee who is assigned to perform the duties of a Field Training Officer shall be paid an additional 5% of base pay for all time worked in the capacity of Field Training Officer. Only the Field Training Officer assignments authorized by the Fire Chief or designee shall be eligible for Field Officer Training pay. Employees assigned to work as Field Training Officer shall maintain vacation, holiday, and sick leave accrual rates for the work schedule for which normally assigned.
- 27.9 Floater Pay. Floaters, employees who report to a variety of station locations, who are authorized and/or directed to utilize their own vehicles in driving to various work locations will be compensated at the rate of thirty-four hundredths of one percent (.34%) of top step engineer per shift as a mileage/expense allowance. Floater pay shall be paid a maximum of one time per shift except when working trades or overtime shifts. An employee is only eligible for floater pay when assigned to a different station, for example, an employee who is assigned to another station assignment for three consecutive shifts will only receive floater pay when moved to that assignment and again upon return to home assignment.

Employees, other than fire prevention personnel, who are required to change station assignments during the course of a shift shall be compensated in accordance with this article, including while working a trade.

- 27.10 Incentive Pay.
- A. Employees shall be eligible for incentive pay as listed in Appendix A.
  - B. Any Paramedic who has provided 20 years or more of Advanced Life Support service to the department may

become an Oregon EMT Basic or Intermediate without loss of the Paramedic incentive. Advanced Life Support service is defined as serving the City of Bend Fire Department as an EMT 2, EMT 2D, EMT 3, EMT 4, EMT Intermediate, or as an EMT Paramedic. In exchange for the continuation of the Paramedic incentive, the individual and the Fire Chief shall meet and agree to a project or projects that the employee will direct for the department. In the event a project is completed or phased out, the employee and the Chief will meet and agree on a new project for the employee to lead.

27.11 Special Assignments. An employee who is temporarily assigned to perform a special project initiated and directed by the Fire Chief or designee shall receive a five percent (5%) pay differential and shall maintain leave accruals of the work schedule to which regularly assigned.

#### ARTICLE 28: GRIEVANCE PROCEDURE

28.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Both parties shall in good faith disclose any information, material or testimony of witnesses as early as possible in the grievance procedure in order to encourage early settlement of contract disputes.

28.2 For the purpose of this Agreement, a grievance is defined as a claim by the Association's Executive Board concerning the interpretation, application or an alleged violation of a specific provision or clause of this agreement on behalf of an individual or on behalf of the membership.

28.3 Steps in the grievance procedure

Step 1. Immediate Supervisor - The employee and the Association shall make a good faith attempt to meet and resolve the dispute informally with the immediate supervisor outside the bargaining unit within ten (10) days of the occurrence or knowledge of the event.

Step 2. Presentation to Fire Chief - If the issue remains unresolved, the Association may present a grievance, in writing, to the Fire Chief or designee within twenty (20) business days after occurrence or knowledge of the event. The grievance shall contain the following information:

- A. A statement of the grievance and relevant facts upon which it is based,
- B. The provisions of the Agreement violated,
- C. The remedy being sought by the grievant that will resolve the dispute, and
- D. Signature of a member of the Association's Executive Board.

Step 3. Fire Chief Response - The Fire Chief or designee shall within ten (10) business days of receipt of the grievance, meet with the aggrieved employee and/or the Association representative and render a decision.

Step 4. Presentation to City Manager - If the grievance is not resolved at Step 3, the employee and/or the Association representative shall, within ten (10) business days from receipt of the Fire Chief's decision, submit the grievance to the City Manager.

Step 5. City Manger Response - Within fifteen (15) business days of the receipt of the grievance, the City Manager, or designee, shall meet with the employee and/or the Association representative and render a decision.

Step 6. Arbitration - In the event the grievance is not satisfactorily settled at Step 5, the Association may submit the matter to an arbitrator to be selected as provided below.

- A. The Association shall within ten (10) business days from the receipt of the City Manager's decision notify the City Manager of the Association's decision to submit the grievance for arbitration.
- B. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot mutually agree on an arbitrator within five (5) business days of submitting the grievance to arbitration, the City and the Association shall immediately request a list of five (5) arbitrators from the Oregon Employment Relations Board. Following receipt of such list the parties shall, within five (5) business days, alternately strike one name from the list until only one name remains. The order of striking shall be determined by the toss of a coin, the loser striking the first name. The one name remaining shall be the arbitrator.
- C. The arbitrator shall hold a hearing at which both parties submit their cases concerning the grievance. The hearing shall be kept private, and shall include only those parties in interest and/or designated representatives.

- D. The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of the Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
  - E. The decision of the Arbitrator shall be final and binding upon the City and the Association.
  - F. The cost of the Arbitrator shall be borne equally by the City and the Association, and each party shall bear the cost of presenting its own case.
  - G. The Arbitrator's decision shall be made in writing and shall be issued to the City and the Association.
- 28.4 Any time limits specified in the grievance procedure may be extended for stated periods of time by the City and the Association by mutual agreement in writing. Additionally, the City and the aggrieved party may by mutual agreement waive any step or steps of the Grievance procedure to advance the grievance in an effort to expedite the matter. Failure of the aggrieved party to comply with any time limitation of the procedure in the Article shall constitute withdrawal of the grievance. Failure by the City to respond within the time limitation of any step in the procedure in this Article shall automatically advance the grievance to the next step.
- 28.5 A grievance may be terminated at any time upon receipt of a signed statement from the Association's Executive Board.
- 28.6 For the purpose of this Article, "business days" shall mean Monday through Friday, 0800 to 1700, excluding holidays.

#### ARTICLE 29: HEALTH AND LIFE INSURANCE

- 29.1 During the life of this Agreement, the City shall provide each employee with a family medical, hospital, major medical and vision insurance plan at the current benefit level, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.
- 29.2 During the life of this Agreement, the City shall provide each employee with a family dental and orthodontic insurance plan at the current benefit level, subject to change based on recommendations

by the Health Insurance Committee and ratification by Association membership.

- 29.3 During the life of this Agreement, the City shall provide each employee with \$50,000 (\$100,000) accidental death twenty-four hour life insurance protection.
- 29.4 During the life of this Agreement, the City shall provide each employee with family vision insurance equal to current vision plan, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.
- 29.5 Each Association member will pay ten percent (10%) of the premium, the City will pay ninety percent (90%) of the premium for family medical, hospital, major medical, vision, dental and orthodontic insurance, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.
- 29.6 Life insurance will be fully paid by the City.
- 29.7 The parties agree to participate in a City-wide Health Insurance Committee. The purpose of the committee is to review City health and dental policies and costs and make recommendations to City management to control insurance premiums.

#### ARTICLE 30: LIABILITY INSURANCE

The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.

#### ARTICLE 31: RETIREMENT

- 31.1 Public Employees Retirement System ("PERS") Members. For purposes of this Section 1, "employee" means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the City will continue to "pick up" the six percent (6%) employee contribution, pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation

enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.

- 31.2 Oregon Public Service Retirement Plan Pension Program Members. For purposes of this section, “employee” means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of that same chapter, the City will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contribution paid by the City under this section shall not be considered to be “salary” for purposed of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

- 31.3 Effect of Changes in Law (Other than PERS Litigation). In the event that the City’s payment of a six percent (6%) employee contribution must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or final, non- appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent pick up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees’ contributions shall be treated as “pre-tax” contributions pursuant to Internal Revenue Code, Section 414(h)(2).

## ARTICLE 32: MILEAGE/EXPENSES ALLOWANCE

- 32.1 An employee authorized and directed to utilize his own vehicle in the performance of his official City duties shall be compensated at the current IRS rate.
- 32.2 Subsistence allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expenses or per diem but not both.

## ARTICLE 33: CLOTHING AND UNIFORM

If an employee is required to wear a uniform and/or safety clothing, the City shall furnish such uniform and safety clothing, at no cost, to the employee.

## ARTICLE 34: SENIORITY AND LAYOFF

- 34.1 "Seniority" as used in this Agreement, is determined by the length of an employee's continuous service with the fire department since date of hire as an Association, fair share, or religious objection member. "Continuous Service" is defined as that service unbroken by separation from Fire Department employment, except that time spent on vacation, sick leave, military leave, or employer-approved leave of absence with or without pay. Employees returning from layoff shall be entitled to credit for service prior to layoff.
- 34.2 Any member who takes a position in the Fire Department not covered by this Agreement will lose their seniority after (1) year.
- 34.3. If the City determines the need for a reduction in Fire Department work force, at least (2) two weeks prior notice shall be given to the Association and the employees to be laid off. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority.
- 34.4 In the event of a reduction in the number of Captains and/or Engineers, such employees will be bumped back to the next lower rank based on inverse promotion date.
- 34.5 Employees shall be called back from layoff in the order of their seniority of service. A laid off employee who declines to accept reappointment or who does not report for duty when notified by

registered mail at their last known address within ten (10) days from receipt of notice shall be considered permanently separated from the service.

#### ARTICLE 35: PROBATION AND PROMOTION

- 35.1 The probationary period shall be twelve (12) months for all employees. Prior to the completion of the initial probationary period, employees may be discharged at will.
- 35.2 All promotions shall be subject to a twelve (12) month probationary period. An employee who fails to successfully complete promotional probation shall be permitted to go back to the classification he/she held just prior to promotion.
- 35.3 Promotion to a specialty position within a rank is a promotion to a different classification series. Therefore, should there be a vacancy in a specialty position, all eligible candidates who hold different classifications within that rank, or are on an eligibility list for that rank, must compete for promotion to that position and cannot laterally transfer to it.
- 35.4 Changes to the promotional process or promotional requirements shall not be made with less than one year (365 days) notice prior to the test date unless mutually agreed upon by the Fire Chief and Association.
- 35.5 The Association and the City agree to form an advisory committee to review and submit proposed changes for the promotional process for the Chief's approval. The committee will consist of six (6) members, three (3) appointed by the Association and three (3) from the Fire Chief.

#### ARTICLE 36: WORK RULES

The Association shall participate in the formation and/or modification of work rules and ordinances that apply to the safety and welfare of the employees.

#### ARTICLE 37: PERSONNEL FILE

- 37.1 No material in any form which can be construed to be derogatory shall be placed in the employee's personnel file unless he/she has

been allowed to read such material, to sign such material indicating receipt only and unless he/she is given an opportunity to respond in writing to this derogatory material which shall be retained in the employee's personnel file as long as the derogatory material is contained therein. Any written record of an oral reprimand shall be removed from an employee's personnel file after one (1) year of the complained of act. Other derogatory material shall be removed from an employee's personnel file after two (2) years from the date of a complained of act.

37.2 Any employee shall have the right of reproduction of his/her personnel file in full or in part.

37.3 Any employee, upon request shall have access to his/her personnel file.

#### ARTICLE 38: SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific provisions directly affected by such decision. Upon the issuance of such decision, the Association and the City agree to negotiate a substitute for the invalidated provision.

#### ARTICLE 39: DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July 2009, and shall remain in full force and effect until the 30th day of June 2012. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing on or about December 1st, prior to the annual anniversary date that it wishes to modify the Agreement. Notification need include only statement of intent to negotiate. Proposal documents exchanged between the parties shall be prepared in a mutually agreed upon format. In the event that such notice is given, negotiations shall begin no later than January 15th prior to the anniversary date. Those provisions not reopened shall automatically renew from year to year. Negotiation impasse procedures will be conducted in accordance with the collective bargaining act of the State of Oregon. This Agreement shall remain in full force and effect until June 30 of any year in which negotiations were initiated to change the current contract.

CITY OF BEND, OREGON

BEND FIREFIGHTERS  
ASSOCIATION

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## APPENDIX A

### INCENTIVES

All certifications renewed or acquired after December 31, 2000 shall be to NFPA standards, if such standards exist. Incentive amounts are in addition to base pay and are cumulative. Captains receiving NFPA/DPSST Fire Prevention/Investigation Officer (1%) incentive as of July 1, 2009, will be grandfathered.

All employees except 40-hour Paramedics and Fire Prevention personnel will be eligible for Emergency Medical Technician incentive pay. EMT Paramedic incentive is included in the base pay for the 40-hour Paramedic position.

EMT Intermediate	5.0%
EMT Paramedic	9.5%

Fire Prevention personnel receiving EMT Intermediate pay as of July 1, 2006 shall be grandfathered as long as the certification is maintained without break.

Firefighters are eligible for the following incentives:

NFPA Firefighter 2	1.5%
NFPA Instructor 1	1.5%
Associate Degree at step 6 (see below for details)	

Engineers and Captains are eligible for the following incentive:

Associate Degree in Structural Fire Science or Fire Prevention	5.0%
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Fire Prevention Fire Inspectors are eligible for the following incentives:

NFPA Instructor 1	1.5%
NFPA Inspector 2	0.5%
NFPA Inspector 3	0.5%
NFPA Investigator	1.0%
Associate Degree at step 6 (see below for details)	

Fire Prevention Deputy Marshals are eligible for the following incentives:

OSFM Fire Marshal level of the Oregon	
Fire & Life Safety Recognition Process	2.0%
Associated Degree in Structural Fire Science or Fire Prevention	5.0%

**Firefighters and Fire Inspectors Associate Degree:**

At step six Firefighters and Fire Inspectors who possess the following certifications, certificates, and task books are eligible to receive a 5% incentive for Associates Degree in Structural Fire Science or Fire Prevention;

Firefighter: NFPA Driver, NFPA Firefighter II, NFPA Instructor I, NWCG Firefighter I, Haz-Mat OPS, IS 700, ICS 100, WMD-Awareness 160, EMT Task Book, Type 6 Operator, Aerial Platform Firefighter, Rescue-Firefighter, Type I Medic Driver, Type 2 Medic Driver.

Firefighter's who otherwise qualify for the Associates Degree incentive but are lacking any of the above requirements on July 1, 2009 will receive the 5% incentive. If the Firefighter does not complete the requirements by December 25, 2009, the incentive will be discontinued. To qualify for the Associates Degree incentive after July 1, 2009, all above listed requirements must be met.

Inspectors: NFPA Driver, NFPA Firefighter I, NFPA Inspector 2, NFPA Investigator, IFC Fire Inspector 2, International Code Council (ICC) Fire Plans Examiner, Juvenile Firesetter Specialist, IS-700, ICS-100, Weapons of Mass Destruction-Awareness 160.

APPENDIX B

**BEND FIREFIGHTERS ASSOCIATION  
Salary Schedule  
Effective July 2009**

<b>POSITION GRADE</b>	<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
40003 553	PARAMEDIC (40 HR)	3609 20.8239	3790 21.8675	3980 22.9599	4179 24.1089	4388 25.3143	4607 26.5798
40043 555	FIREFIGHTER (56 HR)	4085 16.7776	4290 17.6199	4505 18.4990	4732 19.4332	4968 20.4036	5218 21.4297
40044 557	FIREFIGHTER (40 HR)	4085 23.5698	4290 24.7523	4505 25.9910	4732 27.3029	4969 28.6662	5218 30.1029
40053 560	FIRE ENGINEER (56 HR)	4692 19.2681	4926 20.2315	5173 21.2431	5431 22.3052	5703 23.4205	5988 24.5915
40054 562	FIRE ENGINEER (40 HR)	4692 27.0685	4926 28.4219	5173 29.8430	5431 31.3351	5703 32.9019	5988 34.5470
40063 570	CAPTAIN (56 HR)	6618 27.1788					
40064 572	CAPTAIN (40 HR)	6618 38.1817					
40213 583	FIRE INSPECTOR (40 HR)	4616 26.6327	4846 27.9607	5089 29.3578	5343 30.8242	5611 32.3689	5892 33.9918
40233 575	DEPUTY FIRE MARSHAL (40 HR)	6334 36.5431					

## APPENDIX C

### FAIR LABOR STANDARDS (FLSA) PAY RATES

#### FLSA Pay Rate Information:

In 1985 when the FLSA was determined to be applicable to public employees, the bargaining unit and the City agreed to use the work period wage option with a 27-day work period to comply with FLSA regulations.

Under FLSA, in a 27-day work period, overtime pay is required when work hours exceed 204 hours. A regular 24-on, 48-off schedule results in 216 hours worked in each 27-day work period. Using the work period wage option the monthly rate paid prior to FLSA is deemed to be full payment for regular and overtime pay required under FLSA rules. The assumption that the monthly pay includes “overtime pay” under FLSA means that subsequent overtime calculations based on the monthly rate will be compounded on the FLSA overtime. The compounding or “premium” for a 24-on, 48-off, 27-day work period is  $\pm 2.78\%$ , as referenced in Article 15.3 of this agreement.

The method of calculating FLSA rates from monthly pay for the 24-on, 48-off schedule, 27-day work period is shown below:

365.25 days / 27-day work period	= 13.53 work periods per year
13.53 work periods / 12 months	= 1.1275 work periods per month
monthly rate of pay / 1.1275	= work period rate of pay
27-day work period	= 216 scheduled work hours
204 regular hours+18 hours	= 222 regular pay hrs per work period
(12 hrs OT at 1.5 time)	
work period rate / 222 hours	= FLSA hourly rate

Source: The FLSA Users Manual, Will Aitchison. Copies of relevant pages attached to 1995-97 Contract. For electronic access, see supplemental document which contains pages scanned from Aitchison's book.