

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN THE

CITY OF SPRINGFIELD

&

IAFF LOCAL #1395



July 1, 2012 – June 30, 2015

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PREAMBLE

This collective bargaining agreement is entered into between the City of Springfield, hereinafter referred to as the "City" and the International Association of Firefighters, Local #1395, AFL-CIO, or its successor, hereinafter referred to as the "Association", for the purpose of collective bargaining as provided by Oregon Revised Statutes for employees covered under this Agreement. The provisions of this Agreement shall override the provisions of the Personnel Manual when they contradict one another. The City's Personnel Manual or department directives will apply in all cases where no contradiction to the agreement occurs. Despite this, the City understands its obligation to inform the Association and bargain changes (if requested) in the Personnel Manual or department directives when they affect mandatory subjects of bargaining.

Throughout this collective bargaining agreement, the letters A, B, and C – when following an article number – denote the year the article is in effect. For example, Article 3A is currently in effect and Article 3C starts on 7/1/2014.

Effective 7/1/2014 the following provision called AGREEMENT AND PURPOSE shall replace the preceding paragraph.

AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into between the City of Springfield, Oregon, hereinafter referred to as "the City" and the International Association of Fire Fighters, Local 1395 (IAFF), hereinafter referred to as "the Union." The parties mutually agreed to renegotiate the existing contract. This document is intended to supersede in full the current contract. It is the purpose of this document to set forth the full agreement between the above-mentioned parties. The City understands its obligation to inform the Union and bargain changes, if requested, in the Personnel Manual (Springfield) or SOPs when they directly affect mandatory subjects of bargaining.

Throughout this collective bargaining agreement, the letters A, B, and C – when following an article number – denote the year the article is in effect. For example, Article 3A is currently in effect and Article 3C starts on 7/1/2014.

ARTICLE 1A - RECOGNITION

The City hereby recognizes that the Association is the sole and exclusive representative of all Department of Fire and Life Safety personnel limited to the positions of Fire Captain, Fire Lieutenant, Fire Engineer, Firefighter, Deputy Fire Marshal I and II, Training Officer and EMS Program Officer; for the purpose of collective bargaining as provided by Oregon Revised Statutes.

ARTICLE 1C – RECOGNITION

Effective 7/1/2014 this article shall replace the preceding Article 1A.

The City recognizes the Union as the sole and exclusive bargaining agent for all members of the bargaining unit, as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment. A listing of classifications currently covered within the bargaining unit is reflected in Appendix A.

Seasonal and temporary employees who are employed for less than three (3) months, or the hourly equivalent, in a calendar year are not covered by this Agreement. Temporary employees will not be employed on a continual basis from one fiscal year to the next, without a break in service of at least thirty

(30) days, if they have worked the maximum number of hours in a year. Temporary employees will not be assigned to do fire suppression or advanced life support work. The use of temporary employees will not result in the loss of any regular IAFF positions. The City will give the Union at least thirty (30) days notice of any temporary employee hired and what work he/she will be performing, unless the City has a business need to hire in less than thirty (30) days.

The City agrees not to require any prospective IAFF member to sign a hire agreement which nullifies or modifies any term or condition of this Agreement without the agreement of the Union.

As used in this Agreement, the term “fire suppression employees” includes employees in the following classifications: Firefighter, Fire Engineer, Fire Captain, Fire Training Captain, Training Officer, EMS Program Officer, and Fire Instructor. If the City hires an employee to be a non-rotational Fire Training Captain or Fire Instructor, the employee shall not be a “fire suppression employee”. The City will not fill the Fire Training Captain or Fire Instructor position with a non-fire suppression employee, as defined above, until the position is first offered to all qualified line employees. In this agreement, twenty-four (24) hour shift employees are considered “fire suppression employees”.

ARTICLE 2 - NON-DISCRIMINATION

The Association and the City agree that this Agreement shall apply equally to all members of the bargaining unit regardless of race, color, marital status, sex, national origin, religion, mental or physical handicap, unless a bona fide occupational qualification exists. The parties shall equally share the responsibility for upholding this Non-Discrimination Agreement.

All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include both male and female employees.

Effective 7/1/2014, ARTICLE 2 - NON-DISCRIMINATION shall be eliminated from this Agreement.

ARTICLE 3A - MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; determine the size of its work force; maintain efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 3C - MANAGEMENT RIGHTS

Effective 7/1/2014 this article will replace the preceding Article 3A.

The City shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department, determining levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer, and promote; to discipline and to discharge its employees for cause; and, to determine work schedules and assign work. Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to grievance.

ARTICLE 4A - ASSOCIATION SECURITY

4.1 Association Security Options

Each employee in classes recognized in Article 1- Recognition, after completing the probationary period, shall become a member of the Association; a fair share member; or pay a like amount because of religious objections.

4.2 Fair Share

Employees not wishing to be members of the Association shall pay a "fair share" amount to defer the cost of collective bargaining and representation. The fair share amount shall be determined by the Association, which shall be deducted bi-weekly by the City and remitted to the Association.

4.3 Religious Objection

An employee who is a member of a church or religious body, having bona fide religious objections to a labor organization, or to the payment of dues, or payment in lieu of dues to a labor organization, shall pay an amount of money equal to the Association dues and/or assessments to a non-religious charity, or other charitable organization mutually agreed upon by the affected employee and the Association. The employee shall provide written proof to the City and the Association that this has been done.

4.4 Payroll Deduction

The City shall provide a payroll deduction form, to be used for the dues check off, and the fair share amount. Employees who refuse or fail to submit a payroll deduction form to the City, shall have the amount deducted from their bi-weekly paycheck, upon receipt, by the City, of a letter from the Association, indicating the employee's name, class title, and the amount to be deducted.

Employees who terminate, or who have worked less than ten (10) days in the calendar month, will not be subject to the payroll deduction, or the fair share amount.

The City will not be held liable for errors made in the payroll deductions, but will make proper adjustments with the Association for errors as soon as is practical after they are recognized, or brought to the attention of the City.

The Association shall refund directly to the employee any salary deduction that does not meet the representational purposes criteria referenced in Sub Article 4.2. If the City fails to make the proper deduction, the appropriate adjustment will be made to the Association. In no case shall the City's liability for such an adjustment extend beyond Association notification that has been provided during the prior thirteen (13) months.

ARTICLE 4C - UNION SECURITY AND CHECKOFF

Effective 7/1/2014, this article shall replace the preceding Article 4A.

4.1 Fair Share

This Agreement applies equally to all members of the bargaining unit. Since each employee in the bargaining unit receives the benefits provided, each must pay an amount of dues specified by the Union, or, if not a member of the Union, an amount in lieu of dues as specified by the Union.

4.2 Check-off

Any employee in the bargaining unit, who has not joined the Union within thirty-one (31) days of this Agreement, or within thirty-one (31) days of becoming an employee, will pay to the Union an amount of money in lieu of dues, specified by the Union, as a condition of employment. The automatic deduction is called "check-off." The Union shall hold the City harmless for check-off.

4.3 Religious Objection

If an employee objects to check-off based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, he/she may inform the City and the Union of the objection. The employee and the Union will establish a satisfactory arrangement for distribution of an amount of money equivalent to Union membership dues to a non-religious charity.

4.4 Payroll Deduction

Upon receipt of a completed and signed copy of the form, "Employee Organization Membership Dues Payroll Deduction Authorization Form," the City will deduct Union dues from the wages of the employee. The City will not be in violation of this provision due to check-off errors so long as such errors are adjusted no later than the end of the following pay period after notice of the error is received.

4.5 Dues Adjustment

The Secretary-Treasurer of the Union will provide the City with written certification of changes in any amount to be deducted. The City will adjust the dues deduction in the time provided in Sub Article 4.4 above.

4.6 Hold Harmless

The Union agrees to hold the City harmless for any action taken or not taken for the purpose of complying with the provisions of this Article provided that, upon notification of errors, the City corrects such errors within the following pay period.

ARTICLE 5C - WORK RULES - EXISTING BENEFITS

Effective 7/1/2014, this article shall be in effect.

5.1 PECBA

The existence of a bargaining obligation, and any bargaining required pursuant to such obligation, shall be in accordance with applicable Employment Relations Board rulings and Public Employees Collective Bargaining Act (PECBA) decisions.

5.2 Written Notice

The parties agree that if matters of employment relations not addressed by this Agreement are to be modified, the City will give the Union written notice prior to such action and will, upon request, meet with the Union to negotiate the change and its impact.

ARTICLE 6A - NO STRIKE CLAUSE

6.1 Strike

The Association agrees that during the term of this contract, neither it nor its membership will strike, stop work, slowdown, or otherwise interrupt City services, including observing picket lines.

In the event a strike is occurring within the community, the City agrees to accommodate bargaining unit members by not requiring they cross a picket-line for matters not directly related to their suppression, emergency medical, ambulance and enforcement duties, so long as other reasonable alternatives are available.

6.2 Lockout

The City agrees that it cannot affect a lockout policy.

ARTICLE 6C - CITY SECURITY, NO STRIKE, NO LOCKOUT

Effective 7/1/2014 this article shall replace the preceding Article 6A.

6.1 No Strike

The Union will not initiate, nor engage in, and no employee(s) will participate, nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The City will not lock out employees during the term of this Agreement; however the City will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the City's judgment, to warrant continuation of part, or all of, its operations.

6.2 Request and Response

Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the City's request in writing.

6.3 Inducement to Return

Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.

6.4 Strike Discipline

In the event employee(s) participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this section, the violating employee(s) shall be subject to disciplinary action which may include discharge.

ARTICLE 7C - PRODUCTIVITY

Effective 7/1/2014, this article shall be in effect.

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments, or any other means of increasing productivity, may be established and/or revised from time to time, at the discretion of the City; so long as no right guaranteed employees under this Agreement is violated. The parties may agree to meet at mutually convenient times to discuss means of increasing department productivity.

ARTICLE 8A - SENIORITY/LAYOFFS

8.1 Seniority Definition

Seniority shall be defined as an employee's length of service within the bargaining unit. An employee shall lose all seniority credit in the event of:

- a) Voluntary termination
- b) Discharge for just cause
- c) Failure to return from layoff within fourteen (14) calendar days following certified notification

- d) Layoff of more than forty-eight (48) months
- e) Retirement

8.2 Applications of Seniority

Layoff shall occur as described below, except that the City may retain eighteen (18) of the most senior Firefighters with Paramedic certifications for the staffing of department medic units.

Classifications: Fire Captain, Fire Lieutenant, Fire Engineer, Firefighter, Deputy Fire Marshal 1 and Deputy Fire Marshal 2, Training Officer, and EMS Program Officer.

- a) Preference in vacation scheduling shall be by seniority.
- b) A "layoff" means a reduction in the Department work force. In the event of a reduction in the work force, layoffs will be made within each job classification on the basis of seniority within the affected job classification. An employee laid off from their job classification shall be entitled to displace an employee in a lower classification within the department providing the displacing employee has greater seniority. The displaced employee can only bump into a classification they previously held.
- c) Employees shall be recalled in the inverse order of a layoff provided they remain qualified. Verification of maintenance of qualification may include reference and background checks for the period of layoff. Employees shall have recall rights for a period of forty-eight (48) months from date of layoff. Employees on layoff shall keep the City Human Resources Director informed of changes of address. In the event of recall, the City shall notify a laid off employee by certified mail with a return receipt to the employee's last known address. No new employee shall be hired by the City in a class in the bargaining unit while a layoff list is in effect for that class. If the employee does not respond to the recall letter within fourteen (14) calendar days, the employee forfeits all recall rights and loses their seniority.
- d) If layoff occurs during an employee's probationary period and the break in service before recall from layoff is twenty-four (24) months or less, the employee will be required to complete the remainder of the twelve (12) month probationary period or a minimum of three (3) months of probation, whichever is greatest. If the break in service of the laid off probationary employee is greater than twenty-four (24) months, upon recall from layoff the employee will be required to complete the remainder of the twelve (12) month probationary period or a minimum of nine (9) months of probation, whichever is greater.
- e) Personnel promoted from a bargaining unit classification to a Chief Officer (Battalion Chief, Deputy Chief, or Fire Chief), may, within their probationary period, return to a bargaining unit classification provided:
 - 1) They remain qualified for the position
 - 2) They have previously held such position with this Department
 - 3) No bargaining unit members shall be bumped from their current classification
 - 4) Seniority within the bargaining unit shall not accrue during any probationary period for Chief Officers.
- f) Employees demoted due to a reduction in personnel will be granted vacancies to their former classification in inverse order of seniority for an indefinite period provided they remain qualified and provided that if the demoted employee was serving a probationary period at the time of demotion, he/she shall be required to serve a twelve (12) month probationary period upon reinstatement to the classification from which he/she was demoted.

ARTICLE 8C - SENIORITY

Effective 7/1/2014, this article shall replace the preceding Article 8A.

8.1 Order of Seniority

Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two (2) or more employees start on the same date, the order of seniority shall be determined as follows:

- a) For Firefighters hired on the same date, respective seniority shall be determined by averaging the scores on achievement examinations taken during the initial probationary training period prior to being assigned to a shift. In the event of a tied score, seniority shall be determined by lot.
- b) For all other bargaining unit members hired on the same date, respective seniority shall be determined by lot.
- c) When the departments are merged, unit seniority shall be determined by lot for those members of Local 851 and 1395 with the same hire date and seniority position.

8.2 Transfer In

If an employee transfers from outside the bargaining unit, he/she will not lose accrued personal leave or the credit for years of City service for the purposes of vacation accrual.

8.3 Transfer Out

Employees who transfer or promote to positions outside the bargaining unit, and who later return to the bargaining unit, shall have a seniority date computed on the basis of the periods of time served in the bargaining unit. Employees may return to a bargaining unit classification provided no bargaining unit members shall be bumped from their current classification.

8.4 Classification Seniority

Classification Seniority means the length of continuous service since the employee's promotion or appointment to a grade or classification. Classification seniority for each grade or classification held continues even though the employee is promoted to a higher grade or classification.

8.5 Layoff

Lay off means a reduction in the work force.

- a) In the event of a reduction in the work force, layoffs shall be made by job classification on the basis of seniority within the affected classification. An employee laid off from his/her job classification will be entitled to bumping rights, as defined in provision Sub Article 9.6 below.
- b) The City may retain sufficient EMT P's to maintain appropriate staffing levels for medic units and first response fire suppression apparatus.
- c) Except in the event of an emergency, the City will notify the Union at least thirty (30) days in advance of layoffs.
- d) The City agrees, to the extent practicable, to allow employees to transfer or demote to other open positions, for which they are qualified, in lieu of layoff.

8.6 Bumping

Bumping means the displacement of an employee in a classification at a lower salary range by an employee with more seniority.

- a) In the event of a work force reduction, employees to be laid off from a job classification may elect to bump into a lower classification provided:
 - 1) the employee is qualified to perform the job duties of the classification at a lower salary range

- 2) The person displaced has less seniority than the person displacing him/her
- b) Employees bumping to a position they have not held in the past twenty-four (24) months shall serve a six (6) month probationary period.
- c) Employees transferring or demoting to a classification not held previously shall serve the specified probationary period for the position.
- d) Employees bumping to a position, for which they have not completed the initial probation, must complete the remaining portion of the probationary period for that classification. If they do not successfully complete probation, they will be allowed to bump to the next lower classification held.
- e) Employees transferring or demoting to a classification outside their classification series must serve the specified probationary period for that position. If they do not successfully complete probation, they will be laid off but will continue to have recall rights to their original classification as specified below.

8.7 **Recall**

Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. If the employee has not been recalled within the twenty-four (24) month period, he/she will be terminated. Employees shall be called back in seniority order.

- a) Employees may be offered recall to other classifications for which they meet minimum qualifications. If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.
- b) It is the responsibility of employees on layoff status to maintain a current address on file with the City. The City will notify employees of recall in person, by telephone, or, if necessary, by certified letter mailed to the employee's last address on file. Any employee who declines recall to the last classification held, fails to contact the City within fourteen (14) calendar days of notice, or fails to report for work within thirty (30) calendar days of notice shall be removed from the recall list and considered to have terminated employment with the City. The City may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff.
- c) If an employee is recalled within twenty-four (24) months, his/her unit seniority will be protected and he/she will be given unit seniority credit for the time he/she was laid off.
- d) If an employee bumps into a lower classification or voluntarily transfers or demotes in lieu of layoff, he/she will have recall rights to his/her former classification. In these situations, employees will be recalled in classification seniority order. The twenty-four (24) month time frame for recall will not apply to this type of recall.

8.8 **Probation**

The entry probationary period is twelve (12) months.

- a) In exceptional circumstances, the probationary period may be extended. When extending probation, the City shall give the employee written notification, with a copy to the Union. Entry probationary employees are not regular and serve at the pleasure of the City and may be disciplined or discharged without recourse to the grievance procedure.
- b) Promotions within the unit are subject to a twelve (12) month promotional probationary period, with extensions in special circumstances, except as noted below. If employees who have promoted do not successfully complete probation, they will be moved back to the classification held prior to promotion.

8.9

Preference in vacation scheduling within a work section and/or shift is by bargaining unit seniority.

Effective 7/1/2014, this sub-article shall be eliminated along with Article 10.

8.10 Transfer

Employees in Fire/EMS Operations will be allowed to submit requests for transfer to another shift or station. Transfer requests submitted to the Deputy Chief of Operations, by October 31st of each year, will be considered for transfer during the upcoming year. Employees' preferences will be considered in making assignments, along with a number of other factors necessary to achieve an appropriate balance in the station, such as EMT level, membership on a special team, experience level, special skills, or career development program participation. All else being equal, seniority will be considered in making assignments. The City has the right to make the final decision regarding station or shift assignment.

8.11 Losing Seniority

An employee loses seniority if he/she:

- a) Voluntarily quits work or retires
- b) Is discharged
- c) Fails to return from layoff to the last classification held within thirty (30) days following the request to do so
- d) Is laid off for more than twenty-four (24) months

8.12 Voluntary Termination

Failure to report for three (3) consecutive working days without authorization or notice shall be considered a voluntary termination unless the City determines to the contrary or the employee shows good cause for the failure to make the required notice.

ARTICLE 9C - OUTSIDE EMPLOYMENT

Effective 7/1/2014, this article shall be in effect.

9.1 Notice

Employees employed other than with the City must, as soon as reasonably practical, advise the City of such employment on forms provided by the City for that purpose. For purposes of this Article, employment includes all paid employment, ongoing self employment, volunteer firefighter, and reserve law enforcement officer. The completed form should be turned in to the employee's supervisor. Such employment must:

- a) Be compatible with the employee's City work
- b) In no way detract from the efficiency of the employee's City work
- c) In no way be a discredit to City employment
- d) Not take preference over extra duty required by City employment

9.2 Permission Revocation

The City may, upon reasonable grounds, revoke permission to hold outside employment at any time based upon the criteria outlined above in Sub Article 9.1.

ARTICLE 10 - PROBATIONARY PERIOD

10.1 New Employees

All new employees in the Department of Fire and Life Safety shall serve a probationary period of twelve (12) months and may be terminated for any reason. In the event a new employee is terminated during their probationary period, such action is not subject to the grievance and arbitration procedure contained herein. All employees who have worked said twelve 12 months shall be known as non-probationary employees. The date of original employment shall be the hire date of each Department of Fire and Life Safety employee, and such date shall be the only date considered when calculating retirement, sick leave, eligibility for promotion, and seniority. Any interruption of service during the probationary period shall

not be counted as part of such period. The provisions of this paragraph do not preclude the Association or the employee from using the grievance procedure regarding matters other than job rights.

New employees hired as Firefighter that do not have an EMT P certificate will be allowed to take two (2) consecutive tests at each level of training. If the employee is unable to pass the second test after initial training, the City shall have just cause to terminate the employee. It is understood that a newly hired Firefighter cannot delay the taking of their second test and that these previous provisions are only applicable to employees hired into the position after July 1, 1988.

10.2 Promotional

All employees that are promoted in the Department of Fire and Life Safety shall serve a probationary period of twelve (12) months or 105 on duty shifts that have been actually worked (1900 actual work hours for forty (40) hour employees), whichever is greater. The Department may return an employee to their previous position for any reason during this probationary period. In the event the employee is returned to their former position, such action is not subject to the grievance and arbitration procedure contained herein. This section only applies to performance issues directly related to the promotional opportunity.

10.3 Classification Change

The date an employee moves to a different classification shall be known as his anniversary date and such date shall be the only date considered when calculating classification seniority.

Effective 7/1/2014, this article shall be eliminated along with Article 8, Sub Article 8.8, representing "Probationary Period".

ARTICLE 11B - FIRE SERVICE EFFECTIVENESS

Effective 7/1/2013, this article shall be in effect.

11.1 Goals

The City and Union share a mutual objective of maintaining high-quality efficient and effective fire and life safety services to the community. Accordingly, the City and Union shall meet regularly, and work cooperatively, to reduce costs while maintaining service effectiveness.

11.2 Annexations

The City will keep the Union advised as to arrangements for fire safety and emergency medical services as they are made in connection with any future annexations to the City of Eugene. The City shall confer and consult with the Union in connection with such annexations to better ensure that high fire and emergency medical safety standards are maintained.

11.3 Merging

Effective July 01, 2014 Local 1395 union members agree to work alongside Local 851 union members who are assigned to work in Springfield. If the City and the Union are prepared to move forward with this aspect of merging the Fire and EMS Operations for the Cities of Eugene and Springfield prior to July 01, 2014, but not earlier than July 1, 2013, Local 1395 union members agree to work alongside Local 851 union members who are assigned in Springfield.

11.4 Subcontracting

Should the City consider subcontracting existing fire and emergency medical services or the introduction of new equipment, it shall notify the Union in writing as to what work it is considering subcontracting or equipment it is considering introducing. Upon request from the Union, the City shall provide the Union with all available information necessary to assist the Union in understanding and evaluating the proposal under consideration. All other rights and obligations of the Union and the City concerning subcontracting

or introduction of new equipment shall be provided in this Agreement and in applicable law, rules, or decisions.

ARTICLE 12 – WAGE AND BENEFITS

12.1 Wages

The wage schedule in effect on June 30, 2011, after adjustment to reflect the reclassification of firefighter/paramedics to firefighters, shall remain in effect through December 31, 2012. Appendix A.1 is included to define the hourly rates of this section.

Effective January 1, 2013:

- a) Shift personnel will move onto a 52.89 hour work week pursuant to the adoption of a Kelly Day system.
- b) On the move to the 52.89 hour work week, FLSA payments shall be incorporated into a shift personnel's base wage.
- c) Forty (40) hour positions whose wage schedules were aligned to fifty-six (56) hour positions will remain aligned to the new fifty-three (53) hour positions, pursuant to the Addendums to this Collective Bargaining Agreement.
- d) The "forty (40) Hour Incentive," currently one percent (1%), shall be eliminated.
- e) Training personnel shall be moved onto Eugene's pay plan at the first step that does not result in a loss. Eugene's plan shall incorporate a PERS adjustment and also eliminate the Training incentive.
- f) These changes are reflected in Appendix A.2.

Effective July 1, 2013, the wage schedule in effect on June 30, 2013, will be increased by two percent (2.0%) as the City eliminates the employer contribution to deferred compensation, currently two percent (2.0%). This change is reflected in Appendix A.3.

Effective July 1, 2013, and after the above adjustment, the City will adopt a new six-step wage schedule as shown in Appendix A.4. Members will be moved onto the new wage schedule at the first step that does not result in a reduction. The following positions will be moved on July 1: Firefighter, step 4; Engineer, step 4; and Captain, steps 3 and 4. All other members will be moved on their anniversary date. If a member's current salary exceeds that provided under the new wage schedule, they will be "red-circled" on the old wage schedule until the new schedule catches up to them.

Effective July 1, 2014, the six-step wage schedule shall be increased by 2.0%, as shown in Appendix A.5.

Appendix "A" attached hereto and incorporated by reference, reflects the above described salary increases. Rounding of salaries will be based upon the default payroll process, three (3) decimal places, of the City.

12.2 Acting-in-Capacity

Association personnel in the Department of Fire and Life Safety shall receive compensation commensurate with positions assumed when required to take the responsibility of a higher position for seven hours or longer. Acting-in-capacity shall mean when an employee is assigned to perform the duties and responsibilities and/or assigned the authority of a higher classification for seven hours or longer. When EMT Certified employees serve in acting-in-capacity roles in conformance with the preceding paragraph, they shall receive EMT incentive pay pursuant with Sub Article 12.3 of this contract.

In the event a Bargaining Unit member volunteers to act-in-capacity for a Battalion Chief as shift supervisor, the Bargaining Unit member will be compensated at the top of range forty (40) as provided above. While acting in this capacity, the Bargaining Unit member will not be required to exercise

supervisory functions related to discipline and the expenditure of money, except as already exercised at the level of Captain.

In the event a Deputy Fire Marshal, Training Officer, or EMS Program Officer volunteers to act-in-capacity as Fire Prevention Supervisor, Training Supervisor or EMS Program Supervisor, respectively, the Deputy Fire Marshal, Training Officer, or EMS Program Officer will be compensated at the top of range forty (40) as provided above. While acting in this capacity, the Deputy Fire Marshal, Training Officer, or EMS Program Officer will not be required to exercise supervisory functions as related to discipline and the expenditure of money, except as already exercised in their current capacity.

Effective 7/1/2013, the following replaces the preceding language of Sub Article 12.2.

Bargaining unit employees assigned to work in a higher classification shall be paid at the same step in the higher classification as in their established rank, so long as such increase is not greater than ten percent (10%) of their regular pay. Employees shall be compensated at the higher rate for all hours spent in the acting-in-capacity (AIC) assignment, rounded to the nearest tenth of an hour (1/10th).

- a) If an employee works two different AIC assignments during one shift which qualify for pay, he/she will be compensated at the AIC rate for the higher classification.
- b) If a firefighter is required to drive an apparatus on an emergency run because a two-apparatus response is required of a one-apparatus crew, he/she will be paid AIC engineer pay for the full shift.
- c) Bargaining unit personnel serving in an emergency call-back capacity who work in a higher classification while responding in an assigned apparatus or who respond to standby to another station on an assigned apparatus shall be entitled to AIC pay for the classification.

If the City has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list will be promoted into the position until the employee who was absent returns to his/her permanent position.

12.3 Incentive Pay

- a) Unless otherwise noted incentive pay shall be received each bi-weekly period and shall be based on the specified percentage of top step Firefighter bi-weekly pay. EMT Employees with EMT certification shall receive incentive pay in accordance with the following schedule:

EMT Basic		2.0%
EMT Intermediate	Acquired after 7/1/2007	3.0%
EMT Intermediate	Acquired prior to 7/1/2007	4.0%
EMT Intermediate	Acquired prior to 7/1/2007, once Oregon Health Division upgrade completed	5.0%
EMT Paramedic		8.0%

EMT incentive will only be revoked for disciplinary reasons or when an employee (non-Firefighter/Paramedic) voluntarily establishes they do not want to perform the functions of the certification.

Effective 7/1/2014 the following section on EMT Incentive Pay will replace the above language in Sub Article 12.3 (a) of this Agreement.

Employees with EMT certification shall receive incentive pay in accordance with the following schedule:

- 1) One and one half percent (1.5%) per month for maintenance of an EMT B certification

- 2) Four percent (4%) per month for maintenance of an EMT I certification
 - 3) Eight percent (8%) per month for maintenance of an EMT P certification for employees fully available for assignment to the medic unit except as noted below
 - 4) After ten (10) years of service with the City of Springfield as a paramedic fully available for assignment to the medic unit, employees may request to be placed on restricted or exempt status in accordance with Metro policy and still receive certification pay.
 - A. Current Fire Suppression Employees who have an EMT B certification shall receive an incentive pay of 2% per month for maintenance of an EMT B certification.
- b) Education
- i) Employees with a Bachelors degree in Fire Science or Emergency Health Services shall receive an additional 1.5% of the base rate for top firefighter. An employee with a Bachelors degree in an unrelated field shall receive an additional 1% of the base rate for top firefighter. None of the above education incentives shall be cumulative.
 - ii) Effective 7/1/2014, the Education incentive pay described in Sub Article 12.3(b)(i) of this Agreement will be eliminated.
- c) Field Training Evaluator
- i) Employees who function as Field Training Evaluation Program (FTEP) proctors will receive two percent (2.0%) of bi-weekly top step firefighter pay for each shift worked as a proctor. Top step bi-weekly pay is based upon the position's hourly rate times the average of 112 hours per bi-weekly cycle. Selection of FTEP proctors will be by seniority of those volunteers meeting the required qualifications.
 - ii) Effective 7/1/2013, the following section on Field Training Paramedic Pay will replace the above language in 12.3(c)(i) regarding Field Training Evaluator in this Agreement.

Twenty-four (24) hour shift employees who are assigned as Field Training Paramedics (FTP) as part of the Field Training and Evaluation Program shall be compensated an additional amount equal to ten percent (10%) of top step Firefighter for all hours assigned in that capacity.

- 1) All hours worked on the medic unit as an FTP, as well as approved program development hours, shall be compensated at the AIC rate specified above.
 - 2) Employees who are working as the medic unit technician and functioning as the preceptor for a department assigned EMT student shall be compensated an additional amount equal to five percent (5%) additional pay for the time spent with the intern. For twenty-four (24) hour shift employees, this AIC pay will be in addition to medic unit assignment pay specified in Sub Article 12.3(e).
- d) Forty (40) hour Employee Incentive
- Employees who are assigned to a forty (40) hour schedule shall receive an additional one percent (1%) of the base rate for top step firefighter and an additional five percent (5%) when assigned to the Training Section. The forty (40) hour Employee Incentive is not available to employees who are assigned to a forty (40) hour schedule for light duty or modified duty assignments.

Effective 1/1/2013, the preceding sub article called *Forty (40) hour Employee Incentive* will be eliminated.

- e) Medic Unit Pay
- As of July 1, 2012, fire suppression employees with an EMT-P certification who have been assigned to a medic unit will receive an amount equal to five percent (5%) of top step Firefighter pay for each shift they are assigned to the unit.

- f) Employees who are assigned to the medic unit strictly for Field Training Evaluation purposes will not receive the compensation specified above.

Effective 7/1/14 the following language on Medic Unit Pay shall replace the preceding Sub Article 12.3 (e) of this Agreement.

- e) Fire Suppression employees who are assigned to a medic unit shall be compensated an additional amount equal to ten percent (10%) of top step Firefighter for the period of time they are assigned to the unit rounded to the nearest one hour.
 - 1) Employees who are assigned to the medic unit strictly for Field Training Evaluation purposes will not receive the compensation specified above.
 - 2) When a combination crew is activated, all employees assigned to the unit will receive unit pay for all time worked on the unit with a minimum of four (4) hours of unit pay per shift. When a combination crew is activated three (3) times, they will be paid medic unit pay for the entire shift.

12.4 **Station Move Pay**

Fifty-six (56) hour employees and after January 1, 2013 fifty-three (53) hour employees who are required to report to a station other than the one they are currently assigned to and must move their turn-out gear and other miscellaneous equipment from one station to another outside of regularly scheduled shift hours, will receive station move pay for the move, regardless of the time it takes, at the flat rate of thirty (30) minutes of overtime pay per move. This pay is compensation for all time spent in actually assembling, moving, and storing turn-out gear and other miscellaneous equipment, as well as travel time. Station move pay shall not apply to moves associated with time trades unless an additional transfer is required beyond one initial reporting location.

Effective 7/1/14, the following paragraph shall be added to the preceding sub Article regarding Station Move Pay.

Employees who qualify for the above reimbursement shall also be reimbursed the designated mileage between reporting stations at the current federal IRS rate. The City reserves the right to change from a flat rate to actual time in the future. Transfer time compensation shall not apply to moves associated with prearranged standbys that do not require the use of turnouts, unless an additional transfer is required beyond the initial reporting location.

12.5 **Standby Pay**

The following provisions apply to bargaining unit members who are assigned to be available for immediate callback. Such employees shall be compensated at the hourly rate of one tenth (1/10) of the top step firefighter hourly rate, per hour of assigned standby time. Employees will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay. Callback pay will begin when the individual acknowledges the call or page and continues until released from duty.

To be eligible for Standby assignment, the Employee must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification while on standby status. Fire management reserves the right to determine qualifications to be eligible for any standby assignment.

Standby assignment opportunities will first be offered to employees on a voluntary basis before mandatory assignments are made.

Effective 1/1/2013, the following language regarding Standby Pay will replace the preceding Sub-Article 12.5 language in this Agreement.

The following provisions apply to Deputy Fire Marshals, who are qualified fire investigators and are on call to do Fire Investigations and Logistics staff, who are on call to provide fire suppression support.

- a) Employees who are designated by the City to be on standby status while off-duty, who are subject to a call to duty and who are required to be continuously available to the City by telephone or other telecommunications device during a specified period of time, will receive compensation for all time spent on standby status at the rate of one (1) hour of regular base pay for each ten (10) hours of standby. Compensation will be calculated by dividing the total number of hours on standby by ten (10), rounded to the nearest tenth (1/10th) of an hour.
- b) Generally, employees will not be required to be on standby status more than fourteen (14) continuous days, unless there is a compelling business reason to do so.
- c) Employees will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay.
- d) Emergency callback pay will begin when the on-call individual arrives at a pre-assigned reporting location.
- e) Employees on standby status must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification.
- f) Fire investigators assigned to standby status will be allowed to take a City vehicle home, so he/she will be able to respond directly to the incident location.

12.6 Severance Pay

Employees hired prior to July 1, 1985, shall be entitled to severance pay in accordance with the following schedule upon termination because of budgetary requirements; provided that, said employees shall be entitled to such pay only once during his City service.

Schedule:

Less than 6 months	None
6 months to 12 months	One weeks' pay
13 months to 24 months	Two week's pay
25 months to 36 months	Three week's pay
37 months and over	Four week's pay

Effective 7/1/2014, preceding Sub Article 12.6 shall be eliminated from this Agreement.

12.7 Step Increase/Promotion

Step increases are considered on an employee's anniversary date and are based on work performance. To move to a new step on the salary range, an employee must receive a satisfactory performance evaluation.

Effective 7/1/13, the following language will replace current Sub Article 12.7.

Employees hired at, or promoted to, step one (1) of the wage schedule for their classification shall be eligible for a one (1) step merit increase after six (6) months of employment and again at twelve (12) months, and every year thereafter. Employees hired above step one (1) shall be eligible for a one (1) step merit increase after twelve (12) months of employment, and every year thereafter. Approval for merit increases shall be granted only after a departmental review of the employee's work performance provided the evaluation is satisfactory. Merit increases will be effective the beginning of the pay period that is closest to the employee's merit anniversary date.

Fire suppression employees who are promoted to any position within the bargaining unit will be moved to the same step they are currently receiving on the new salary range. All other bargaining unit employees who are promoted or reclassified to a classification with a higher salary range will be placed at step one (1) of the range or at the step that provides at least a five percent (5%) but not more than fourteen

percent(14%) increase over the employee's current pay. Except that newly promoted captains shall be moved to step five (5), including those previously promoted on or after January 1, 2013.

12.8 Pay Period/Bi-weekly Pay Period

Beginning October 1, 2007 all members of the Association shall have time recorded and be paid on a fourteen (14) day bi-weekly pay period. The fourteen (14) day cycles will begin on Sunday at 12:01 AM and end on Saturday at 12:00 AM. Time recorded for hours worked in a day will be recorded for the day in which the regular shift was scheduled to begin. All compensable hours actually worked or taken as leave by Employees regularly assigned to a forty (40) hour schedule shall be recorded for payroll purposes. All compensable hours actually worked or taken as leave by shift employees regularly assigned to a fifty-three (53) hour schedule will be recorded for payroll purposes.

12.9 Computation of Rate

Until implementation of the Bi-weekly pay cycle, the following computation of hourly rates shall continue:

- a) Hourly rates for 40-hour employees are determined by dividing the monthly salary by 173.33 hours.
- b) Hourly rates for 56-hour employees are determined by dividing the monthly salary by 242.67 hours.

Effective 1/1/13 the following will replace the preceding language Sub Article 12.9.

Rounding of salaries will be based upon the default payroll process, three (3) decimal places, of the City.

Hourly rates shall be the basis for wage calculations:

The forty (40) hour bi-weekly wage shall be determined by multiplying the hourly rate by 80.000

The forty (40) hour monthly wage shall be determined by multiplying the hourly rate by 173.333

The forty (40) hour annual wage shall be determined by multiplying the hourly rate by 2080.000

The fifty-three (53) hour bi-weekly wage shall be determined by multiplying the hourly rate by 105.769

The fifty-three (53) hour monthly wage shall be determined by multiplying the hourly rate by 229.167

The fifty-three (53) hour annual wage shall be determined by multiplying the hourly rate by 2750.000

12.10 FLSA Work Cycle

For the purpose of complying with the Fair Labor Standards Act, vacation, holiday, sick, compensatory or other paid leaves taken will be considered time worked for purposes of calculating overtime pay. Hours worked after 204 hours in any twenty-seven (27) day FLSA work cycle shall be paid at the FLSA statutory overtime rate.

Effective upon implementation of bi-weekly pay periods, the FLSA work cycle shall be twenty-one (21) consecutive days. Hours worked after 159 hours in the twenty-one (21) day FLSA work cycle shall be paid as overtime. For shift employees regularly scheduled to work 168 hours in a twenty-one (21) day work cycle, compensation for the resulting FLSA overtime shall be distributed in payments of six (6) hours pay at one-half (.5) the employee's regular hourly rate each bi-weekly pay period. This FLSA pay will be adjusted for any FLSA work cycle during which an employee has unpaid leave.

FLSA overtime pay shall not be considered base pay for purposes of computing rates for overtime as provided in Article 27, nor shall it be considered part of the employee's rate of pay for purposes of computing incentives, benefits, or other compensation provided for in this agreement.

The City and the Association recognize that the FLSA language above results in an effective 2.68% increase in compensation. Should the FLSA ever be determined to not apply to bargaining unit members, the City agrees to increase the effected employees' hourly rate by 2.68%.

Effective 1/1/13, the following Sub Article 12.10 FLSA Work Cycle will replace the preceding language in Sub Article 12.10.

Hours worked and regular rate of pay in the calculation of FLSA overtime are as defined under the Fair Labor Standards Act. Overtime will be rounded to the nearest tenth (1/10) of an hour.

Forty (40) hour employees working overtime assignments on the line will receive the appropriate base twenty-four (24) hour shift employee wage rate. The overtime rate for working on the line will be calculated using a compilation of the forty (40) hour earnings and the twenty-four (24) hour shift employee earnings, in accordance with FLSA.

Effective December 30, 2012, The City shall begin implementation of an FLSA work cycle/period change. Employees shall be assigned to an individual twenty-seven (27) day FLSA work period based on Classification and Seniority.

Effective January 1, 2013, the work schedule for shift personnel will average 52.89 fifty-three (53) hours per week comprised of twenty-four (24) hours on duty and forty-eight (48) hours off duty with every 18th shift (54th calendar day) off. This normal work schedule equates to 105.78 hours per Biweekly pay period. The schedule for the shift off shall begin on January 1, 2013, and be assigned according to Classification and Seniority and match the FLSA cycle. The first twelve (12) hours off shall be the last twelve (12) hours of an employee's FLSA cycle and the last twelve (12) off shall be the first twelve (12) hours of the employees subsequent FLSA cycle.

ARTICLE 13 – INSURANCE

13.1 Health/Dental

The City will continue to provide comprehensive medical and hospital insurance coverage including the Health Incentive Plan (HIP) option which provides a benefit level that conforms to the insuring agreement in effect between the City and Pacific Source in plan year 2004 or a substantially comparable plan. The City may, at its sole discretion, offer additional health insurance plan(s).

Employees will have the option of selecting any of the offered medical plans. Coverage shall include all full-time and probationary employees and their dependents. The coverage begins the first of the month following a full month of employment.

The City agrees to provide a comprehensive dental insurance plan with a benefit level that conforms to the insuring agreement in effect between the City and ODS dental plan in Plan year 2001/2002. This plan includes the crown coverage that was previously self-insured by the City or a substantially comparable plan. The coverage for new employees will begin the first of the month following a full month of employment.

As of July 1, 2011, the City will continue to fund premium payments for the selected medical plan and the dental plan of ninety-five (95%) of the premium of the HIP plan plus ninety-five (95%) of the premium of the City dental plan.

Each month an employee is enrolled in the Health Incentive Plan (HIP) the City will contribute \$100 for a single coverage or \$200 for an employee with eligible dependents to a Health Reimbursement Account (HRA). Employees with dependants that are covered by another insurance plan may opt for single coverage under the HIP and still receive the \$200 HRA contribution. The HRA will be implemented as outlined in the City of Springfield's Benefits Summary of plan year 2004.

If PacificSource and/or ODS informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial reduction in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Association in writing. If the Association demands to bargain in writing within thirty (30) calendar days after receiving notice from the City, the parties shall negotiate over the impact of the plan termination or modification by PacificSource and/or ODS, or the addition of plan(s) by the City. If such bargaining demand is not provided by the Association, the Association waives its right to bargain over the change or the impact of the change identified in the notice.

The parties mutually agree to use the expedited bargaining procedure as set forth in ORS Chapter 243 to resolve any issues concerning health insurance plan changes that meet aforementioned criteria for mid-term bargaining, except that the notice and demand to bargain provisions shall apply as set forth above in this section. However, if PacificSource and/or ODS has not provided the requisite notice for the parties to comply with statute before plan termination, the City shall first seek to extend the current coverage to cover the negotiations and the implementation of an alternate plan.

The City may, at their sole discretion, offer city-wide wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan(s). Wellness programs would not reduce benefits, but would be a voluntary addition or alternative to existing health insurance coverage. The scope of such wellness programs will also be determined at the sole discretion of the City. Wellness programs may be made available to all employees and dependents or a definable group in a specific situation, such as individuals with a specific diagnosis. Participation in wellness programs will be anonymous unless the program requires enrollment through the City. Participants will always be notified in advance when anonymity cannot be maintained. Initiation or continuation of any wellness program will be at the sole discretion of the City, and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

13.2 Life Insurance

The City agrees to provide life insurance and accidental death and dismemberment insurance to all full-time employees and probationary employees beginning the first of the month following the date of employment. Such life insurance shall be provided in the amount equal to the employee's annual base salary plus EMT certification pay up to a maximum of \$100,000 for classifications covered by this agreement.

13.3 Long Term Disability

Primary Long Term Disability (LTD) insurance coverage will be provided by PERS. In the event Article 14, Physicals & Fitness, Sub Article 14.2, is nullified as provided in Sub Article 14.1, beginning July 1, 2008, The City shall provide a supplemental LTD plan with the same waiting period as PERS, a benefit of sixty percent (60%) of monthly pre-disability pay, up to a maximum of \$7,500 per month and offset by benefits from sick leave, Social Security, Worker's Compensation, PERS and unemployment insurance for all full-time employees.

13.4 FireMed

As part of its benefit package, the City will provide FireMed memberships to bargaining unit employees at the highest plan membership level offered by the City.

13.5 Workers Compensation

An employee who is off work due to an injury or illness which is compensable under the Oregon Workers' Compensation Act is eligible for supplemental pay from the City; the total of time loss benefits and supplemental pay shall be no less than the employee's regular net salary. Regular net salary for the purposes of this section shall be defined as gross base pay plus FLSA and incentive pay less the actual legal withholding exemptions to which the employee is entitled at the time of the leave and any other

mandatory deductions from gross pay. Optional salary deductions such as credit union, insurance, or United Way shall not be used in determining regular net salary.

Supplemental pay shall be calculated as the employee's gross base pay plus incentive pay reduced by the amount of the weekly wage for workers compensation time loss or 150% of the maximum weekly benefit as defined in ORS 656-210, whichever is less, for all weeks in which benefits were received and not yet deducted from the employee's pay. In the event that an employee's gross base pay plus incentive pay is less than the reduction as described in this paragraph, the employee will receive no supplemental pay. The supplemental adjustment to gross pay described in this section will be made in a pay process after the employee has received payment for time loss from the City's insurer and such time loss payment has been reported to the City.

City paid Insurance benefits, City deferred compensation contribution, FireMed coverage, flexible spending account arrangements, and health reimbursement account contributions will remain in effect while an employee is eligible for supplemental pay.

Deductions from the supplemental pay will be prioritized as follows:

- a) The first priority will be statutory mandatory deductions, such as taxes and garnishments.
- b) The second priority will be City or contract-mandated deductions, such as the employee's portion of health insurance premiums and FSA deferrals.
- c) The third priority will be voluntary deductions, such as credit union or United Way contributions.

In the event that the supplemental pay is not sufficient to cover all deductions, employees will be notified on or before payday so that alternate payment arrangements may be made.

Eligibility for supplemental pay will continue for 180 calendar days from the date of injury. During this 180 day period, employees will be allowed to use injury leave for all compensable time loss; no earned leave will be deducted from the employee's banks, and regular leave accruals will continue for all time coded to injury leave.

After 180 days, employees may use available sick leave for integration with their Workers Compensation payments in order to extend their eligibility for supplemental pay as specified above. In this situation, a full paycheck will only be received if the employee has available sick leave. Once sick leave is exhausted other leave banks may be utilized. In the event that all available earned leave is exhausted, the employee will no longer be eligible for supplemental pay.

ARTICLE 14 – PHYSICALS/FITNESS

14.1 Fitness

The City and Association recognize the benefits of a healthy and fit workforce. To that end, the City and Association agree to utilize the Fire Service Joint Labor Management Wellness-Fitness Initiative as a guide to the department's Wellness Fitness Program. Both parties agree to support the department's Wellness Fitness Program. Subject to budgetary constraints and operation priorities of the Department, support will include, but is not limited to maintaining:

- a) Core group of certified Peer Fitness Trainers (PFT)
- b) Peer Fitness equipment
- c) Materials required by WFI initiative
- d) Nutritional education

14.2 **Physicals/Evaluations**

The department's WFI program shall consist of:

- a) **Implementation Physical**
Each member shall receive an initial WFI complete implementation physical to be scheduled after July 1, 2010, at no cost, if the member participates in the Wellness Fitness Initiative (WFI) program.
- b) **The WFI implementation physical will be conducted as outlined in Chapter 2 of the WFI manual. The Association recognizes that the pre-employment physical substantively meets the WFI physical criteria and can be used as the WFI implementation physical for new employees.**
- c) **Follow-Up Maintenance Physical**
After the implementation physical each member who participates in the WFI program as outlined and recommended by the Peer Fitness Trainer shall receive an annual follow-up maintenance physical as outlined in Chapter 2 of the WFI manual. This physical will be provided at no cost as long as the member participates in the WFI program as recommended by the Peer Fitness Trainer.
- d) **WFI Fitness Evaluation**
Each member who has completed an annual physical shall complete an annual non-punitive and confidential fitness assessment from a PFT as outlined in Chapter 3.

14.3 **Fitness Committee**

The Fitness Committee; comprised of Peer Fitness Trainers, Union Representative, and Management, will make decisions regarding the WFI program.

ARTICLE 15 – RETIREMENT

15.1 **Retirement**

Qualified emergency services employees in the department shall be covered by the Public Employees Retirement System. On behalf of each such qualified emergency services employee in the department who is required to make employee contributions to the Oregon Public Employees Retirement System (PERS), such contributions although designated as employee contributions, will be paid by the City to PERS in lieu of such contributions by the employee. Employee(s) do not have the option of choosing to receive the amount of such contributions directly, and paying such contributions directly to PERS, instead of having such contributions paid by the City to PERS. Each employee's compensation will be reduced to generate the funds needed for the City to make the employee contributions for the employee.

Employees' reported compensation on the W-2 form for tax purposes will be reduced by the amount of such contributions to the extent allowed by law.

Increases or decreases in the cost of present retirement benefit levels will be included as wage and benefit costs in determining the total compensation package in any reopeners. Program costs are established by the PERS Board and its actuary.

15.2 **Deferred Compensation**

All members of the Association may participate in one or more of the City's offered deferred compensation plans, subject to applicable contribution requirements. The City will contribute, on a biweekly basis two percent (2%) of Top Step Firefighter base biweekly salary to the plan of the employee's choice of the offered plans.

Effective July 1, 2013 The City will eliminate the biweekly two percent (2%) of contribution described in Sub Article 15.2.

ARTICLE 16 - SICK LEAVE

16.1 Accrual

Until implementation of the change to a bi-weekly pay period, sick leave will be provided to all employees in the Association for non-occupational disability with full pay earned on the basis of one full duty day accrual for each full month of service (forty hours a week employees). Employees working fifty-six hours a week, shift work, will accrue sick leave at the rate of twelve (12) hours (1/2 shift) per month of employment. Accumulated unused sick leave shall be limited to 2000 hours for fifty-six (56) hour personnel and 1328 hours for forty (40) hour personnel.

Upon implementation of the change to a biweekly pay period, or October 1, 2007, whichever occurs first, all employees in the Association will accrue sick leave according to the following schedule, for each full bi-weekly pay period:

Schedule	Bi-weekly accrual	Maximum Accumulation
40 hour	4 hours	1600 hours
56 hour	6 hours	3000 hours

16.2 Utilization

Employees working a fifty-six (56) hour workweek in the Fire Department will be charged sick leave on the basis of two twelve (12) hour sick days for each twenty-four (24) hour shift.

Sick leave may be used in increments of thirty (30) minutes or more.

Sick leave may be used after thirty (30) days of employment.

Sick leave may be used for illness to the employee's immediate family. For the purpose of this article, immediate family shall be defined as the employee's mother, father, spouse, sister, brother, child, but shall also include any relative residing in the employee's immediate household. The use of the sick leave to care for an ill family member shall be limited to the time the employee's presence is actually required. Employees shall promptly make other arrangements for ill family members and may be required to provide a physician's statement regarding the need to attend the family member.

Sick leave may be used for routine medical/dental examinations and appointments for preventive care for employees and their dependents when such appointments cannot be conveniently scheduled during non-work hours.

In the event of a death in the immediate family which is defined as the employee's mother, father, spouse, sister, brother, child, grandparents, or other relatives residing in the employee's immediate household, or mother-in-law, father-in-law, an employee may be granted leave of absence not to exceed five (5) working days (2-1/2 shifts for fifty-six (56) hour employees) with pay. Participation in the resulting funeral shall be included in the five days.

In the event of a death of some other person that is significant to the employee, the employee may be granted leave of absence not to exceed five (5) working days (2-1/2 shifts for fifty-six (56) hour employees) for bereavement purposes and shall use accrued sick leave.

Effective 7/1/2014 the following three paragraphs on bereavement leave shall replace the preceding two (2) paragraphs on bereavement leave.

In the event of a death in the immediate or extended family, the Department will grant an employee sufficient time off with pay to make funeral arrangements and to attend the funeral. For the purpose of

this Agreement, immediate family is defined as spouse, parent, child, sibling, grandchild, or grandparent, mother- or father-in-law, sister- or brother-in-law, any individuals living in the employee's personal household and/or domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage.

Forty (40) hour employees may use up to five (5) working days bereavement leave as the situation warrants (e.g., distance to travel, necessity to make arrangements, etc.). Twenty-four (24)-hour employees may use up to two (2) shifts as the situation warrants. All time is to be taken within two (2) weeks of the death, unless an exception is granted by the division manager. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer. Bereavement leave is not charged to sick leave accumulation.

In the event of a death of a person of significance to the employee, the employee may be granted leave of absence of up to two (2) shifts or five (5) working days for forty (40) hour employees. Such leave shall be charged to sick leave.

16.3 Payment upon Death or Retirement

Effective January 1, 1993, there shall be no payment of sick leave at death or retirement, except as provided by the November 4, 1991 Memorandum regarding sick leave payoff. In lieu of such payment, unused accumulated sick leave shall be reported to PERS and credit shall be applied as provided by PERS.

If the crediting of sick leave to an employee's retirement benefit by the PERS is determined to be illegal or disallowed, the City's payment for unused sick leave shall be limited to a maximum of 480 hours for forty (40) hour employees, and 720 hours for fifty-six (56) hour employees, and only upon retirement, disability retirement, or payment to the estate of a deceased employee. Eligibility for disability retirement shall be determined by the PERS.

16.4 Leave Donation

Members of the Association may request leave donation from other members of the Association for non-work related absences due to serious health related problems. To be eligible for leave donation the Association member must have exhausted all available paid leave and applied for:

- a) Long term disability insurance (LTD) and who do not have enough accrued leave to cover until LTD is available
- b) Family Medical Leave (FMLA) to care for an ill family member living in the same home experiencing serious health condition and do not have enough accrued leave to cover the expected duration of the FMLA leave.

Process:

- 1) Leave Donations will be initiated by completing the leave donation form and submitting the form to Human Resources.
- 2) Human Resources will work with the employee seeking donation to complete LTD and/or FMLA forms and make the request for donation. The employee requesting donations will decide how much information they wish to disclose to other Association members. A statement will be made in the request for donation to contact a Human Resources representative if more information is needed.
- 3) Leave donations are made voluntarily and anonymously.
- 4) Employees may donate accrued vacation time, accrued holiday, accumulated compensatory leave, or up to eight (8) hours (forty (40) hour employee) or twelve (12) hours (fifty-six (56)

- hour employee) of accrued sick leave per donation request. Once leave is donated and transferred to the receiving employee, it is irrevocable.
- 5.) Employees who are eligible to take accrued vacation leave may donate vacation leave. Employees may donate up to four (4) days or two (2) shifts of sick leave per fiscal year provided they have a balance of at least 360 hours of accrued sick leave.
 - 6) The donated leave will be converted to a dollar amount based on the hourly salary of the person donating the leave. This amount will then be converted back to hours based on the hourly salary to the sick leave bank of the person receiving the leave.
 - 7) Donations will be removed from the donators leave bank and credited to the receiving employee as needed. Donated leave not transferred to the recipient within 90 days will be returned to the donator.
 - 8) Donations of vacation, comp and holiday will be used, as needed, on a first in, first out basis. After the use of donated vacation, comp and holiday are used donated sick leave is used on a first in, first out basis.
 - 9) Donations that are unused due to the employee's return to work, FMLA leave has ended, or LTD insurance is in force will not be removed from the donators leave bank. The employee making the donation will be informed if the leave was not used.

ARTICLE 17 – MILITARY

17.1 Retirement

Any member called to serve our State and/or Country who suffers a leave of absence from the City due to that service and is covered by the USERRA act of the United States, upon their return to City Service shall have all regular Employee contributions to the Oregon Public Employee Retirement System or Oregon Public Service Retirement Program, Individual Account Program paid for them by the City within ninety (90) days of their return to City employment.

17.2 Leave

- a) Annual Training Leave: An employee with six (6) months' service with the City who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence to attend required training. The training year coincides with the federal fiscal year. Employees shall inform the City of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay to a maximum of 216 hours for 53 hour employees and 112 hours for 40 hour employees in any training year, or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty for a temporary period, provides them to the City, and returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Employees may use their approved leave time in any increment not less than eight (8) hours. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training irrespective of other leave language in this document.
- b) Military Leave While On Active Duty: Employees called up for active duty will be granted leave without pay in accordance with state and federal laws.

ARTICLE 18C - WITNESS OR JURY DUTY

Effective 7/1/2014, this article shall be in effect.

Employees will be paid full salary when they are required to serve on a jury or are subpoenaed as a witness. All moneys received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on days off or during other authorized leave or pay. Employees will be expected to

report to work when less than a normal work day is required for jury or witness duties. The provision does not include court attendance for personal legal business or actions against the City of Eugene or Springfield. If as a result of his/her official duties, an employee is required to appear in court as a witness for the City, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

ARTICLE 19A - PROMOTION LIST

The Department shall conduct regularly scheduled promotional exams. Exams for the ranks of engineer and captain will be held no more than three years apart. No two (2) promotional exams will be given within a six (6) month period of each other, except in the case of urgent business necessity.

Written notification of testing shall be posted on station and administration bulletin boards no less than ninety (90) days prior to date of test.

Testing for Deputy Fire Marshal I and II, EMS Program Officer, and Training Officer, shall occur whenever an opening is anticipated or has occurred.

Promotional lists shall remain in force until the results from the next regularly scheduled exam are posted on station and administration bulletin boards. The City reserves the sole right to determine when or if vacant positions will be filled.

A curriculum or study guide that outlines the core promotional study material will be made available upon request.

Announcements for promotional exams shall include the following:

- a) Eligibility requirements to take the exam
- b) Tentative dates, times, and locations of the exam
- c) Identification of all sources from which written examination questions will be derived, which will include the curriculum of core study materials
- d) The name and contact phone number of person(s) responsible for coordination of the exam process. Candidates will be instructed to contact this person if a problem occurs during the exam

Effective 7/1/2014, this article shall be eliminated.

ARTICLE 20C - SPECIAL TEAMS

Effective 7/1/2014, this article shall be in effect

Employees participating on Special Teams shall be compensated as described below for the specified team and duty.

- a) Employees must meet the following requirements to receive special team pay:
 - 1) An employee may continue on a team after the required time period if he/she requests to and it is approved by the team supervisor.
 - 2) Employees on special teams must participate in any mandatory training and associated drills, unless on approved leave or excused by the team supervisor.
 - 3) Employees must meet all the performance standards established for the special team.
 - 4) An employee on a special team is expected to respond to calls unless he/she is on approved leave or has another legitimate reason for not doing so.

- 5) Employees must be eligible and available for calls and must be meeting the requirements of the assignment to receive any designated assignment pay. If an employee will be, or is, on leave or light duty for a period of more than sixty (60) days, special team pay will be discontinued until the beginning of the pay period following his/her return to active team membership.
- b) The City reserves the right to remove someone from a team at any time.
- c) Bargaining unit members who are current members of the Hazardous Materials Team and who have completed all four (4) weeks of Hazardous Materials Technician training, or the equivalent, shall be compensated an additional amount equal to five and one-half percent (5.5%) of top step Firefighter each pay period. Effective 7/1/2014, City of Springfield fire suppression employees are eligible to serve on the Hazardous Materials Team if there is a vacancy and they have completed all four (4) weeks of Hazardous Materials Technician training, or the equivalent. Team member selection will follow the team selection process outlined in Standard Operating Procedures.
- d) Bargaining Unit members who are current members of the Urban Search & Rescue Team (USAR) will receive a dollar adjustment equivalent to one and one-half percent (1.5 %) of top step Firefighter at all times when working at any designated USAR Company. Current USAR members who are not assigned to a designated USAR Company and who are activated will receive one and one-half percent (1.5%) of top step Firefighter while in this capacity rounded to the nearest hour with a four (4) hour minimum.
- e) Bargaining unit members who are current members of the Water Rescue Team will receive a dollar adjustment equivalent to one and one-half percent (1.5 %) of top step Firefighter at all times when working at any designated Water Rescue Company. Current Water Rescue Team members who are not assigned to a designated Water Rescue company and who are activated will receive one and one-half percent (1.5 %) of top step Firefighter while in this capacity rounded to the nearest hour with a four (4) hour minimum.

A current Department of Public Safety Standards and Training (DPSST) discipline specific Technician certification is required in order to receive compensation as Hazmat team member, USAR team member or Water Rescue team swimmer. Bi-annual recertification through DPSST is required to maintain team membership.

ARTICLE 21A - CLOTHING

The City supplies without cost to the employees governed by this Agreement, all the parts of uniform and of working clothing normally used.

Until September 30, 2007, the City agrees to provide each member of the Association whose duty station requires the wearing of a uniform, the sum of \$40.00 per month for the cleaning/repair thereof. Effective October 1, 2007, this allowance will be discontinued.

Any part of the uniform or of working clothing damaged or lost in the performance of duty, must be replaced as soon as possible at the expense of the City. Employees must personally replace clothing which is lost or damaged due to improper use.

All the parts of the current uniform, or protective clothing issued to the employee remains the property of the City.

Employee may display the official IAFF lapel pin on the left breast pocket of the uniform shirt or coat.

ARTICLE 21C – UNIFORMS

Effective 7/1/2014, this article shall replace preceding Article 21A.

21.1 Uniforms

All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the City.

a) The City will supply fire suppression and training personnel with the following items:

- 3 House uniform shirts.
 - 2 short sleeve, 1 long sleeve (uniform shirts shall not be worn in immediately dangerous to life and health (IDLH) atmospheres, unless they meet NFPA 1975 standards)
- 4 House uniform pants (meets NFPA 1975)
- 7 T-shirts (meets NFPA 1975)
 - 5 short sleeve, 2 long sleeve (either crew or mock turtle neck)
- 3 Sweatshirts (at least 95/5% heavy-weight cotton)
- 1 Ball cap
- 1 Belt
- 1 Tie
- 1 Water-resistant coat, and liner
- 1 Pair of approved boots
- 1 Flashlight

b) The City will provide maintenance personnel with the following items:

- 5 Pairs of work pants
 - 1 uniform pant, 4 BDU style
- 1 Navy blue polo shirt
- 10 T-shirts
- 4 Sweatshirts (at least 95/5% heavy-weight cotton)
- 1 Ball cap
- 1 Belt
- 1 Water-resistant coat, and liner
- 1 Utility jacket
- 1 Pair of work boots
- 1 Flashlight

c) The City will provide Fire Prevention Section personnel with the following items:

- Blue house uniform shirts
 - 6 short and/or long sleeve shirts, the employee's choice
- 4 House uniform pants
- 3 Blue polo shirts
- 4 T-shirts
- 2 Sweatshirts (at least 95/5% heavy-weight cotton)
- 1 Ball cap
- 1 Belt
- 1 Tie
- 1 Water-resistant coat, and liner
- 1 Pair of approved boots
- 1 full set of turnouts

21.2 Turnout Boots

For fire suppression employees and Deputy Fire Marshals, the City will provide leather turnout boots meeting NFPA 1975 as rubber turnout boots (NFPA 1975) wear out. Employees will have the option to continue to wear a rubber turnout boot in lieu of the leather turnout boot. For recruit academies, new recruits will wear rubber turnout boots (NFPA 1975) for the duration of the academy. New employees will be offered the option of leather turnout boots at the successful completion of the recruit academy and assignment to shift.

21.3 Replacement and Repair

The City will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if, and when, replacement of any uniform item is required.

- a) If an employee cannot be fitted with the regulation boot, he/she will be provided with an alternate boot selected by the City. An employee may elect to purchase a more expensive boot. If he/she chooses to do so, he/she will be reimbursed an amount equal to the cost of the regulation boot by the City. Any boot selected must be similar in appearance to the regulation boot and meet all department standards.
- b) If health or fit problems still exist after a reasonable attempt to find an approved boot has been made, the City will provide a safety shoe after the employee provides written medical documentation from a podiatrist.

21.4 Coveralls

The City will provide an adequate number of coveralls to generally outfit employees regularly assigned to each worksite. The coveralls will be maintained by the City.

21.5 Return of Uniform

When an employee transfers or terminates from a uniformed position, he/she is required to turn in to the City all uniform items except footwear. If an employee has purchased any additional uniform item, he/she will not be required to turn it into the City. The City has the right to reissue any uniform item, except footwear.

21.6 Issuance

New employees will be issued all contract uniform items prior to being placed on shift.

21.7 Uniform LMC

A joint labor/management uniform committee will meet periodically to review the uniform items provided and the standards that must be met for each item. The committee will also review and recommend specific items and styles to be purchased, giving due consideration to cost, quality, and job requirements. The City retains the right to approve or not approve these recommendations.

21.8 Lapel Pin

Employee may display the official IAFF lapel pin on the left breast pocket of the uniform shirt or coat.

ARTICLE 22 – NOURISHMENT ON DUTY

All members assigned to Operations Division, working regular shifts, shall participate in an organized mess at the fire station and contribute his/her assessed share of the cost of the mess.

Effective 7/1/2014, the following paragraphs regarding Nourishment on Duty shall be added.

The City will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.

For fire suppression employees, the City will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty, under the following conditions:

- a) When personnel are on any emergency(ies) or medical transfer(s) and out of the station for a substantial period of time prior to the hours of 1430 hours at lunch time, and 1930 hours at dinner time
- b) When personnel are on any emergency(ies) or medical transfer(s) for more than three (3) contiguous hours between the hours of 2200 and 0700 hours (no more than one [1] meal will be provided per night)
- c) Employees who are assigned by a supervisor, after reporting to work, to a location other than a fire station or other City facility, during the hours specified above
- d) When off-duty personnel are recalled for greater alarms of fire or other emergencies for four (4) hours or more between the hours of 2200 and 0800 hours
- e) At any other time the Captain feels the supplying of food is warranted, subject to a Chief Officer's approval

The City will reimburse employees for meals in an amount not to exceed \$12 for lunch and (\$14) for dinner, including gratuity. A receipt must be submitted no later than three (3) shifts after purchase and must be signed by the person seeking reimbursement. The names of personnel for whom the meals were furnished, the date and the time, the place and location (city) where the meal was purchased, the unit number; and, the reason for the meal must be provided along with the receipt. When an employee is outside the service district, he/she will be reimbursed in accordance with City policy.

ARTICLE 23A - SAFETY

The City agrees with the need to maintain all vehicles, equipment, and personal safety gear in a state of repair to ensure safe operation. All equipment will be handled in a safe manner and in accordance with safe operating procedures. Alleged violations of this Article by the City are not subject to the arbitration step of this Agreement's grievance procedure, but may be processed through appropriate state and/or federal agencies.

ARTICLE 23C - SAFETY

Effective 7/1/2014, this article shall replace the preceding Article 23A.

23.1 Safe Environment

The City acknowledges an obligation to provide a safe and healthy environment for its employees. The City, the Union, and bargaining unit employees agree to follow any and all applicable local, state, and federal laws pertaining to health and safety.

23.2 Drills

Only trained and qualified Fire Officers, or acting-in-capacity Fire Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s).

23.3 Fire Suppression/Emergency

Only trained and qualified regular Fire/EMS personnel, as defined by the classification specifications and the Fire/EMS Policy and Procedure Manual, employed by the Fire & EMS Department will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.

23.4 Accident Item Preservation

Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved by the City's Risk Services Division until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

23.5 Removed from Service

Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

ARTICLE 24A – ALCOHOL & DRUG TESTING

24.1 Policy

Except as modified by this article, Association members are subject to the provisions of the City Drug & Alcohol Free Workplace policy. Where the provisions of this Article do not conform with specific provisions of the City policy, the provisions of this Article shall supersede those provisions of the policy. The City's Drug and Alcohol Free Workplace Policy, insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Association. The City reserves the right to modify the policy as may be necessary to comply with applicable statutes and administrative regulations, and/or to conform with current standards for drug and alcohol testing.

24.2 Reasonable Suspicion

Reasonable suspicion must be based upon observations made while the employee is on duty, in any City vehicle or personal vehicle while engaged in City business, on any property owned or leased by the City of Springfield, or other designated areas to include emergency scene response areas, and City work sites in the field. A requirement to submit to drug and alcohol testing does not represent an assumption that the employee is under the influence of drugs or alcohol. Required testing is merely an essential part of the City's drug and alcohol-free workplace policy intended to maintain a safe, efficient and healthful workplace for employees free of the influences of drug and alcohol abuse.

24.3 Review Committee

A Review Committee consisting of three elected Association representatives and three management personnel will formally review the circumstances and facts in each case that a reasonable suspicion test is required. This review will take place in a timely fashion. All members of the committee do not have to be present at a given review provided that a majority of committee members can be present and that there is equal representation for both the Association and the City.

When a determination of reasonable suspicion is made regarding an Association member the following will occur:

- a) The employee will submit to the required testing as provided by City policy.
- b) The supervisor or manager accompanying the employee to the collection/testing lab will not observe the breath alcohol testing or collection process and will not observe results.

- c) The employee will be placed on paid administrative leave until the test results are received by the City and a determination regarding the appropriateness of the reasonable suspicion requirement has been made by the review committee or the Chief.
- d) Two copies of the results of the test will be delivered in sealed envelopes to a designated contact in the Human Resources department in accordance with the policy. The test results will not be opened or disseminated by the Human Resources department upon receipt until authorization by the Review Committee or the Chief, except that one sealed copy of the results will be delivered to the employee. The employee may request testing of a split specimen if applicable within 72 hours of receipt of the results as provided by policy.
- e) The Review Committee will meet to determine whether the request to test was based upon reasonable suspicion as defined by City policy no later than three days after the tests have been required. The decision of the Committee will be based upon a review of all facts and circumstances leading up to the decision to test. In the event the committee is unable to make a majority determination, final determination will be made by the Fire Chief or his designee.
- f) If the Committee determines that reasonable suspicion to test did exist, the test results will be opened and disseminated to Fire Chief and the Association president by the Human Resources department.
- g) If the Committee determines that the request to test was not based upon reasonable suspicion, the sealed envelope containing the test results will be destroyed in the presence of no less than two Committee members, one of which must be a Association representative and one a management representative. No record of the testing will be retained in the employee's personnel records.

The City and the Association understand that results of any test must be made available to the individual being tested, and that nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.

24.4 Assistance

The City and the Association encourage the voluntary admission of chemical dependency and strongly emphasize rehabilitation whenever reasonably possible rather than punitive measures. Employees needing help in dealing with such problems are encouraged to seek assistance through the City Employee Assistance Program or any appropriate program to aid them in overcoming their illness. Conscientious efforts to seek such help will not jeopardize any employee's job, and contacts with the EAP, initiated only by the employee will not be known or noted in any personnel record.

24.5 Cooking Alcohol

Small amounts of cooking sherry or spirits may be kept in the station food lockers for the purposes of cooking. This practice may be suspended at a given station at the request of the Battalion Chief if one or more of the employees stationed there has been previously tested positive for alcohol, is receiving or has received treatment for alcohol abuse, or requests that the alcohol be removed from the station.

24.6 DFWP Act

This article and the policy it modifies are intended to be in compliance with the Drug-Free Work Place Act of 1988. In the event of a conflict between the provisions of this article or policy and the Act, the provisions of the Act will prevail. Information regarding the Drug-Free Work Place Act is available for the Human Resources Department. A copy of the City's Drug & Alcohol Free Workplace policy will be posted to the City intranet, and copies will be available in each station.

ARTICLE 24C - USE OF ALCOHOL AND DRUGS

Effective 7/1/2014, this article shall replace the preceding Article 24A

24.1 **Policy**

The City and Union jointly recognize that drug or alcohol use by an employee would be a threat to the public welfare and the safety of Department personnel. It is the policy of the City to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees. The use of, or being under the influence of, alcohol or controlled substances as defined by the law, shall not be permitted at the work site and/or while on duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed. Prohibited conduct is further defined in City and Department policy.

24.2 **Procedure Information**

All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.

24.3 **Reasonable Suspicion**

Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job.

24.4 **Random Testing**

Random or massive testing is prohibited except as specifically provided for in provision 35.8 b of this Article.

24.5 **Appropriateness**

No testing may be conducted without the approval of a Fire Department supervisor. When giving notice of testing, the employee will be given brief documentation of the reason for the test. Any subsequent documentation will be given to the employee prior to any action being taken. It shall be the policy of the City that, whenever possible, before ordering the testing of an employee, supervisors will consult with the City's Human Resource Division to verify the appropriateness of the testing. No sample results shall be shared with the City until the appropriateness of the testing has been verified and Union challenges have been satisfied. If the reason for the testing is successfully challenged, the testing agency shall destroy the sample without sharing the results with the City.

24.6 **Testing Procedures**

All samples will be tested for chemical adulteration, alcohol, narcotics, Cannabis, PCP, Cocaine, amphetamines, and sedatives.

- a) **Drug and Alcohol Testing Laboratory:** The City and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in urine and blood analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine will be reported as such.
- b) **Test Result Standards for Drugs:** Test results for drugs will be evaluated and judged based on accepted standards.
- c) **Test Result Standards for Alcohol:** Test results for alcohol will be considered positive when the individual's blood alcohol content is .04 percent or greater.
- d) **Testing Mechanisms:** The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.

- 1) Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the City and the Union.
- 2) Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
- 3) Procedures to be Used When the Urine Sample is Given: The following procedure shall be used whenever an employee is requested to give a urine sample:
 - A. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - B. At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
 - C. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
 - D. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
 - E. The sample will first be tested using the screening procedure set forth in Sub Article 25.6 (d) (3) of this policy.
 - F. If the test is positive for the presence of controlled substances as defined by the law, excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results within twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Sub Article 25.6 (a) of this policy.
 - G. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.
- 4) Procedures Used When the Blood Sample is Given
The following procedure shall be used whenever an employee is requested to give a blood sample:
 - A. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - B. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one

- (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
- C. If the test results exceed the limit specified in Sub Article 25.6 (b) and (c) of this Article, the employee will be notified of the results within twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Sub Article 35.6 (a) of this Article.
 - D. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.
 - E. The City will bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in a false positive, the City will reimburse the employee for the cost of the second sample testing.
 - F. Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
 - G. All test results will be evaluated by a suitably trained physician.
 - H. Test results shall be treated with the same confidentiality as other employee medical records.

24.7 Interference

Any activity which purposely interferes with this Article may be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of this Article.

24.8 Consequences of Positive Test Results

- a) An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article shall be referred to the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- b) An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during the period, he/she will be subject to immediate discipline, which may include discharge.

24.9 Costs

The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement for non-occupational illnesses or injuries and current insurance policies.

24.10 Employee Rights

- a) The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- b) If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing will be discontinued except as specified in Sub Article 24.8 (b) of this Article. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the City.

- c) Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

24.11 Release to Duty

If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

24.12 Hold Harmless

This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the City arising from the administration of the drug and alcohol testing program.

ARTICLE 25A - GENERAL PROVISIONS

25.1 Job Classifications

The City shall maintain written job classifications which shall include, but not be limited to, titles and written specifications for various classes as they relate to the Department of Fire and Life Safety. Job titles shall refer to a specific class, and not to the individual. Each class shall have a specification that includes a concise, descriptive title, and a description of the responsibilities, and a statement of the minimum or desirable qualifications for each class. The City will provide copies of current job descriptions to the Association upon request, and will provide posting space in each station so that the Association may post the descriptions. A position may be reclassified whenever the duties change materially, reclassification may not, however, be used to avoid a restriction concerning demotion, promotion, or compensation.

In the event that the duties of a job classification are substantially revised, either party may request renegotiation of a pay range for that classification within two (2) weeks of formal notification of the revision.

In the event that a new job classification is added to the bargaining unit, the Association will be notified. The City understands its duty to bargain employment conditions consistent with State statute upon request from the Association.

25.2 Evaluations

A written copy of any personnel evaluation shall be given to the employee. The employee may attach a written statement to such personnel evaluation. This written statement will remain in the personnel file as long as that evaluation is retained.

25.3 Joint Labor Management Committee

- a) Purpose

To improve communication between the Association and the City of Springfield Fire Department Management the parties agree to establish a Joint Labor-Management Committee (JLMC) in order to improve communication between the Association and Management. JLMC shall discuss ongoing labor-management issues including but not limited to matters of mutual interest related to productivity, employee morale, and mutual problem solving. The JLMC is a forum for management and labor to share information on Fire Department Operations and initiate projects that improve overall effectiveness and efficiency. The JLMC shall not engage in collective

bargaining, nor shall it have authority to amend the terms of the Agreement or to be involved in the grievance procedure.

b) **Committee Composition**

The JLMC membership shall consist of an equal number of participants from FMT Fire Management and the Union, not to exceed three (3) per side. JLMC shall establish its own protocols.

c) **Meetings**

JLMC shall meet at least quarterly. Either party may request an additional meeting of the JLMC to be held at a mutually convenient time and place and such a meeting shall if at all practical be scheduled within fourteen (14) days. The JLMC shall have no authority to amend the terms of the Agreement or to be involved in the grievance procedure.

d) **Participation**

Because participation in the JLMC is viewed as mutually desirable beneficial for the City and the Association, no person will be penalized for or benefit from participation in this group.

Therefore, members of JLMC will not suffer loss of pay for time spent in JLMC meetings conducting JLMC business during their regularly scheduled work shift nor will any member of JLMC receive pay for time spent conducting JLMC business outside their regularly scheduled work shift.

Effective 7/1/14, the preceding Article 25 - GENERAL PROVISIONS will be eliminated from this Agreement.

ARTICLE 26A - WORK SCHEDULE/OVERTIME

The City and Association recognize the importance of shift scheduling and maintaining minimum staffing. Therefore, a sub-committee of management and labor will endeavor to develop and maintain an electronic shift scheduling system inclusive of overtime hiring.

26.1 Overtime Defined

Overtime hours shall be defined as all work performed outside of the scheduled workday or work shift. In case of overtime, personnel shall be paid one and one-half (1.5) times base pay. Overtime shall be computed to the nearest 1/10th hour rounded up.

26.2 Call-back

An employee called to work after their normally scheduled shift shall receive a minimum of two (2) hours of overtime pay. The City retains the right to assign job responsibilities under a call back situation other than those for which the employee has been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected classification.

26.3 Work schedule

- a) The normal work schedule for shift personnel shall be fifty-six (56) hours per week comprised of twenty-four (24) hours on duty and forty-eight (48) hours off duty. This normal work schedule equates to an average of 112 hours per bi-weekly cycle, and 242.67 hours in an average monthly schedule.

Effective January 1, 2013, following Sub Article 26.3 (a) Work Schedule shall replace the preceding language in Sub Article 26.3 (b).

- b) The work schedule for shift personnel will average 52.89 fifty-three (53) hours per week comprised of twenty-four (24) hours on duty and forty-eight (48) hours off duty with every 18th shift (54th calendar day) off. This normal work schedule equates to 105.78 hours per Bi-weekly pay period. The schedule for the shift off shall begin on January 1, 2013 and be assigned according to Classification and Seniority and match the FLSA cycle. FLSA shifts off may not be moved or traded. The first twelve (12) hours off shall be the last twelve (12) hours of an employee's FLSA cycle and the last twelve (12) off shall be the first twelve (12) hours of the employees subsequent FLSA cycle.

Effective December 30, 2012, The City shall begin implementation of an FLSA work period change. Employees shall be assigned to an individual twenty-seven (27) day FLSA work period based on Classification and Seniority.

- b) The normal 40-hour workweek consists of five (5) eight (8) hour days per week. The schedule may be adjusted depending on operational requirements or request of the employee. This normal work schedule equates to an average of 80 hours per bi-weekly cycle, and 173.33 hours in an average monthly schedule.
- c) An employee's shift or schedule may be altered by the City in accordance with this collective bargaining agreement provided the employee has 24 hours off in between assignments and that the change is not made arbitrarily or for purposes of avoiding payroll expense. In the event alterations in an individual employee's shift or schedule results in insufficient compensable hours to maintain their regular base salary for the pay period in which the shift or schedule changes occurs, the City will make up the resulting difference in pay for that pay period.

Shift or schedule change may include but are not limited to:

- 1) Changing from Daylight Savings time to Standard time or vice versa.
- 2) Moving an employee from regular to light duty alternate schedule or vice versa.
- 3) Moving from A to B or C shifts, B to C or A shifts, or C to A or B shifts.
- 4) Academy style training schedules.
- 5) Moving from forty (40) to fifty-three (53) hour schedule or vice versa.
- 6) Moving from recruit academy assignment to a fifty-three (53) hour shift assignment.

26.4 **Shift Transfers**

- a) The City must give a minimum thirty (30) day notice to an employee who is to be transferred to another shift, except in the case of a transfer required by urgent operational necessity. This notification requirement will not apply to an employee who is transferred as the result of his or her promotional placement.
- b) The City will consider transferring qualified employees who have expressed an interest in the transfer opportunity. Written notification of pending shift transfer opportunities will be posted on station and administration bulletin boards.

26.5 **Overtime**

Overtime hiring is rotational and based on seniority. The sign up lists utilized for overtime hiring are rotational and shall be based on seniority as explained below.

Hiring for special events or for time periods of less than twenty (20) hours, will not affect the opportunity to work a twenty-four (24) hours overtime shift. When a person is scheduled to work a special event and later decides not to work the event, that person has the responsibility to find a replacement for the special event.

Probationary firefighters shall not normally be eligible for shift overtime for one (1) year. They may not work any overtime on a medic unit until they have completed the internship process. They may be hired for special assignment overtime as a last resort.

a) Maintenance of Shift Staffing Levels

Overtime hiring to maintain shift staffing levels will follow the guidelines below:

- 1) Overtime hiring will be done using the guidelines set out in the Shift Scheduling/Overtime Hiring Policy with the intent for hiring of overtime to hire the most senior, eligible person on the sign up list. The City agrees to provide a copy of the overtime lists to the IAFF at the end of each cycle. The list may be posted on Association bulletin boards if the IFF so desires.
- 2) Hiring for periods of twenty (20) hours or longer shall utilize a long hour overtime hiring list. The hiring lists for long hour overtime staffing in 2012 shall begin January 1, 2012 and end May 31, 2012 with subsequent long hour hiring lists having the same four (4) month duration.
- 3) Hiring for periods of time less than twenty (20) hours shall utilize a short hour hiring list. The hiring list for short hour overtime staffing in 2012 shall begin January 1, 2012 and end September 31, 2012. A new list will start October 1, 2012 and have twelve (12) month duration with subsequent short hour hiring lists have the same twelve (12) month duration.
- 4) Acting-in-Capacity (AIC) can be used to create or fill an opening for the purpose of hiring the most senior, eligible person. In other words, AIC can be used or not depending on the rank and/or qualifications of the eligible person and the position needing to be filled. Qualifications for AIC personnel are established by management and will be revised from time to time. Qualifications will be published and distributed each time a revision is made. Personnel who have not been trained or meet the qualifications will not be allowed to AIC. The Association reserves the right to bargain changes in working conditions pursuant to the PECBA.

b) Mandatory Overtime

Mandatory overtime hiring for a classification shall only be done after all eligible employees capable of working in that classification have been notified of the overtime opportunity using the Shift Scheduling/Overtime policy guidelines.

Persons drafted to work on an unscheduled day shall not be drafted again for the next 180 days unless an operational emergency exists. Probationary employees shall not be subject to mandatory overtime.

c) Emergency Conflagration Act

Overtime hiring to provide personnel for the Emergency Conflagration Act shall follow the guidelines below:

- 1) Hiring will be by seniority from qualified personnel on the current conflagration list. The conflagration list will be a rotating list. Once an individual is deployed on a conflagration they go to the bottom of the list.
- 2) Personnel will normally be hired to fill a position within their regular classification first. Personnel will be allowed to fill other positions if qualified when needed to complete crews or fill Task Force Leader Positions. For the purposes of this section the classifications are Firefighter, Apparatus Operator, Engine Boss, Assistant Task Force Leader, and Task Force Leader.
- 3) Overtime hours worked by members deployed under the Emergency Conflagration Act shall be recorded as "overtime shifts worked" on the regular overtime hiring list used for maintaining shift strength with the normal twenty (20) hour exception.

d) **Special Programs/Opportunities**

Overtime hiring for Special Programs and overtime opportunities that do not relate to shift staffing, emergency call-back, or out-of-town transfers, shall be in accordance to the following guidelines:

- 1) Special programs are overtime opportunities that may range over several months, with a few hours overtime each month. Some examples of special programs include Program Medic, Rural Night Coordinator, etc. Examples of other opportunities include boat races, Silke Fields standby and special events.
- 2) Selection for all overtime covered in this section shall be made by seniority of all applicants meeting the qualifications.
- 3) Special program hiring shall be done by the Deputy Chief of the affected Division (Fire Marshal, Operations, or EMS). Announcements shall be posted with a summary of job duties and qualifications required to apply.
- 4) Personnel may not have more than one special program assignment at a time.
- 5) Personnel hired for special programs will be evaluated on a minimum of a 3-month period using the city short evaluation form.
- 6) Personnel must perform at a "satisfactory" level or better to continue overtime participation in a special program.
- 7) Personnel hired overtime will work under the supervision of a program supervisor.

26.6 Compensatory Time

a) **Forty (40) Hour Employee**

Compensatory time off at time-and-one-half in-lieu-of overtime pay may be accrued for employees assigned to a forty (40) hour work week. Employees shall not be allowed to accrue compensatory leave in excess of eighty (80) hours. In the event a forty (40) hour employee is re-assigned or transferred to a fifty-six (56) hour position, all compensatory hours shall be paid off in the next pay period at the employee's forty (40) base hourly rate of pay. Utilization of accrued compensatory leave shall be allowed at the discretion of the supervisor.

b) **Fifty-Six (56) Hour Employee**

Compensatory time off at time-and-one-half in-lieu-of overtime pay may be accrued for employees assigned to a fifty-six (56) hour shift schedule. Shift employees shall not be allowed to accrue compensatory leave in excess of 100 hours. In the event a fifty-six (56) hour employee is re-assigned or transferred to a forty (40) hour position, all compensatory hours shall be paid off in the next pay period at the employee's fifty-six (56) base hourly rate of pay. Utilization of accrued compensatory leave shall be allowed in accordance with this section. Requests for compensatory time off must be in twelve (12) hour increments, and must be made no later than 0830 the shift prior to the requested time off. Requested compensatory time off will be approved unless it would, at the time of approval, incur overtime for the City; if insufficient notice has been given; or if it would, in the opinion of the City, adversely impact operating requirements. Once approved, cancellation of compensatory leave shall be limited to emergency circumstances. In the event that multiple requests for compensatory time occur the approval shall be based on seniority. Employees may elect to take accrued compensatory time as pay in lieu of time off in an amount up to a maximum of twenty-four (24) hours per pay period. Requests to receive accrued compensatory time as pay must be submitted in writing to the shift supervisor no less than 7 calendar days prior to the end of the pay period.

Effective 1/1/2013, the following paragraphs shall replace preceding Sub Article 26.6.

Employees may state a preference in payment for overtime worked as either monetary compensation, compensatory time off, or an equal hour split of the two options. Employees may elect to take accrued compensatory time as pay in lieu of time off in an amount up to a maximum of twenty-four (24) hours per pay period.

Forty (40) hour week employees may accrue up to ninety-six (96) hours of compensatory time; twenty-four (24) hour shift employees may accrue up to 144 hours of compensatory time. Compensatory time earned in excess of the maximum amount shall be paid off automatically at the end of the pay period in which it is earned at the employee's current wage rate, unless the Division Manager grants approval to exceed the maximum accrual amount.

Employees receiving overtime for which the City can document reimbursement by an outside agency or other City departments, will receive monetary compensation for the time worked and will not be eligible to elect compensatory time as their preference in payment.

If a request is made to use compensatory time off, it will be granted within a reasonable period. If an employee requests to use compensatory time on a day when no vacation or compensatory time slots are available, an alternate day will be offered within a forty-five (45) day period of the date requested. The employee may choose any open vacation or compensatory time slot from the roster within that time frame. If there are no open slots, the employee should work with his/her supervisor to determine an alternate date as mutually convenient as possible to both the employee and the City.

One guaranteed Compensatory time slot will be identified each calendar day; additional Compensatory time may be placed in an open vacation slot. However, if a vacation request is received prior to the posting of a given days schedule, the vacation request will be given preference for the vacation slot. After the posting of a given days schedule, the requests for additional compensatory time slots shall be approved up until 0700 hrs the morning of the shift subject to chief officer approval if reserve personnel are available and no additional overtime staffing cost to the city is incurred.

ARTICLE 27 - HOLIDAYS

27.1 Forty (40) Hour Work Week

All employees in the Association working a forty (40) hour work week shall receive the following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and two additional floating holidays.

Effective 1/1/2013, the following language regarding Holidays for forty (40) hour Employees shall replace the preceding paragraph.

Members of the bargaining unit whose regular work week is forty (40) hours (non-shift employees) are eligible for paid time off on the following designated City holidays subject to the provisions below:

- New Year's Day - January 1
- Martin Luther King Jr. Day – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day - July 4
- Labor Day – First Monday in September
- Veterans' Day – November 11
- Thanksgiving Day – Fourth Thursday in November

Friday following Thanksgiving
Christmas Day - December 25

- a) To qualify for holiday pay, an employee must work the last scheduled work day before, and the first scheduled work day after, the holiday or have been on authorized leave with pay or on authorized leave without pay for not more than fifteen (15) calendar days (fourteen (14) calendar days for forty (40) hour employees).
- b) Employees who, with supervisory approval ~~to~~ work on a holiday listed above as part of their regular work week shall, at the discretion of the supervisor, be granted time off or compensated for all hours worked on the holiday at one and one-half (1.5) times the established straight-time rate in addition to the holiday pay.
- c) Holidays which occur during vacation or sick leave will not be charged against such leave.

27.2 **Fifty-six (56) Hour Work Week**

All employees of the Association working a fifty-six (56) hour workweek shall be granted six (6) shifts off in lieu of holidays.

Effective 1/1/2013, the following sentence regarding shifts off, in lieu of holidays, shall replace Sub Article 27.2.

Members of the bargaining unit whose regular work week is fifty three (53) hours (shift employees) will accrue six (6) hours of additional time off in lieu of Holiday each biweekly pay period

27.3 **New fifty-six (56) Hour Employee Holiday Access**

New fifty-six (56) hour employees will be permitted to use accrued holiday leave during their first calendar year of employment. If a new employee begins line duty after vacations have been picked for that calendar year, the employee may use these holiday hours on any remaining open slots on their assigned shift. If all available slots for the year are filled, the new employee may create additional slots on which to use their holiday hours on any shift day, provided the requested slots do not create more than one additional slot above the maximum number of vacation slots on any given shift day. Senior employees will not have access to the slots created by new employees pursuant to this provision. Once these holiday leave days have been assigned and recorded on the leave calendar, the new employees will not be required to move the scheduled leave to slot openings created by future vacation cancellations during that year. If these additional holiday slots are vacated due to cancellation, shift changes, termination, or any other reason, the slots will cease to exist and may not be used by another employee.

Effective 1/1/2013 the following paragraph shall replace Sub Article 27.3.

New fifty-three (53) hour employees will be permitted to use accrued Holiday time after six (6) full months of service. New fifty-three (53) hour employees will, however, be permitted to participate in a vacation scheduling process which begins prior to the six (6) month limitation provided the shifts they schedule are after said limitation. This limitation may be waived by the City to comply with applicable State or Federal leave laws or in case of individual hardship upon approval of the Fire Chief.

ARTICLE 28 – VACATION

Effective 1/1/2013 the following three paragraphs shall be added:

Regular part-time employees who work at least twenty (20) hours a week but less than forty (40) hours per week will be credited with vacation on a pro-rata basis. Employees are not eligible to use vacation until they have been employed for twelve (12) consecutive months.

On January 1, 2013 all hours in employees’ vacation “accrual bank” shall be transferred to their vacation “usage bank” and become available for use.

January 1, 2013, the City will deposit the hours listed in Appendix B into a separate Accrued Vacation bank for each respective employee listed in the Appendix. Hours in the Accrued Vacation bank shall be counted towards the 900 hour maximum accrual. Prior to January 1 of each successive calendar year employees may transfer twenty-four (24) hours from the Accrued Vacation bank into their Vacation Usage bank. This transfer is voluntary and at the employee’s option. Employees may also request the transfer of any hours in their Accrued Vacation bank after approval with Deputy Chief for use in an undue hardship.

28.1 **Forty (40) Hour Work Week**

All employees, except shift personnel, with five (5) years continuous service or less are granted ten (10) days of annual vacation leave with pay; with more than five (5) years continuous service are granted twelve (12) days of annual vacation; with more than ten (10) years continuous service are granted fifteen (15) days of annual vacation leave with pay; and those with more than fifteen (15) years of continuous service shall accrue one (1) additional day for each year over fifteen (15) years of continuous service.

Effective 1/1/2013, the preceding Sub Article 28.1 shall be replaced with the following:

- a) Regular forty (40) hour employees will accrue vacation according to the table below for each bi-weekly pay period in which they have hours worked or paid leave, except that the City may pro rate an employee’s final accrual upon termination based on actual hours worked or paid leave taken.

Forty (40) Hour Work Week – Table 28.1

Years of continuous service	Hours per pay period	Hours per year	Total Maximum Accrual
0 less than 2	4.51	117.2	234.4
2 but less than 6	5.15	134.00	268.01
6 but less than 10	5.85	152.00	304.0
10 but less than 14	6.49	168.80	337.6
14 but less than 18	7.142	185.6	371.2
18 but less than 22	7.78	202.4	404.8
22 and over	9.12	237.2	500.0

- b) As of the end of the pay period including March 1 of each year, employees’ personal leave balances shall be no greater than two (2) times their annual vacation benefit. All excess time must be taken before the end of the pay period including March 1. See tables in 28.1.
- c) Effective the end of the pay period including March 1, 2014, forty (40) hour employees’ with twenty-two (22) or more years of continuous service shall have personal leave balances no greater than 500 hours. All excess time must be taken before the end of the pay period including March. See table in above.

- 1) If an employee who is over the maximum personal leave time has attempted but been unable to schedule time off prior to the end of the pay period that includes March 1, the City will assign the employee to take off the next available date(s).
- 2) Employees who are unable to take scheduled personal leave due to an illness or injury and who will exceed their maximum allowed personal leave time will be granted an exception for a sufficient period of time to allow for the leave to be taken.

28.2 Fifty-six (56) Hour Work Week

Members of the Association working on a shift basis comprising a fifty-six (56) hour work week will accrue vacation leave according to the schedule below. Such accrual shall begin January 1 of the year in which the anniversary occurs.

Fifty-six (56) Hour Work Week - Table 28.2

Years of Service	Hours per pay period	Shifts per year
0-4	5	5.416
5-9	6	6.500
10-14	7	7.583
15 and over	Plus one-half hour per pay period	Plus one-half shift and one hour per additional year of service.

Effective 1/1/2013, the preceding Sub Article 28.2, including tables, shall be replaced with the following:

Fifty-three (53) Hour Work Week

- a) Regular fifty-three (53) hour employees will accrue vacation according to the table below for each bi-weekly pay period in which they have hours worked or paid leave, except that the City may pro rate an employee's final accrual upon termination based on actual hours worked or paid leave taken. Employees hired prior to January 1, 1985 shall continue to accrue vacation at their rate, effective on December 31, 2012, until time of separation.

Fifty-three (53) Hour Work Week – Table 28.2

Years of continuous service	Hours per pay period	Hours per year	Total Maximum Accrual
0 less than 2	4.615	120	396.00
2 but less than 6	5.538	144.0	444.00
6 but less than 10	6.461	168.00	492.00
10 but less than 14	7.385	192.00	540.00
14 but less than 18	8.308	216.00	598.00
18 but less than 22	9.231	240.00	636.00
22 but less than 26	11.077	288.00	900.00
26 and over	12.923	336.00	900.00

- b) As of the end of the pay period including March 1 of each year, employees' personal leave balances shall be no greater than two (2) times their annual vacation benefit and one (1) time their annual holiday benefit. All excess time must be taken before the end of the pay period including March 1. See table 28.2, above.
- c) Effective the end of the pay period including March 1, 2014, fifty-three (53) hour employees' with twenty-two (22) or more years of continuous service shall have personal leave balances no

greater than 900 hours. All excess time must be taken before the end of the pay period including March 1. See Table Above.

- 1) If an employee who is over the maximum personal leave time has attempted but been unable to schedule time off prior to the end of the pay period that includes March 1, the City will assign the employee to take off the next available date(s).
- 2) Employees who are unable to take scheduled personal leave due to an illness or injury and who will exceed their maximum allowed personal leave time will be granted an exception for a sufficient period of time to allow for the leave to be taken.

28.3 New Employees

New employees shall not be permitted to use vacation leave during their first year of employment except as provided herein. However, vacation leave shall accrue from the beginning of employment.

From the date of hire, new employees will accrue vacation and holiday time at their entitled rate. When employees reach their first anniversary date, they will be entitled to take vacation. The amount of vacation that can be taken will be equal to the amount accrued between the first anniversary date and March 1 of the next year. By following the schedule, on March 1 employees will maintain their full entitlement accrued to be taken after March 1.

28.4 Termination

All employees and/or their survivors shall be entitled to payment for unused accrued vacation leave upon separation from City service. Such payment will be computed on a pro-rated basis at a rate of pay applicable at the time of separation. The preceding sentence notwithstanding, the maximum payment for unused accrued vacation leave upon voluntary separation will be 500 hours for forty (40) hour (non-shift) employees and 900 hours for fifty-three (53) hour (shift) employees. This limitation shall be waived by the City to comply with applicable State or Federal leave laws or in case of individual injury, hardship, or death.

28.5 Vacation Scheduling (old)

Maximum vacation accumulation for employees working a forty (40) hour workweek is eighty (80) hours more than the employee earns in a year, based upon total service seniority. Maximum vacation accumulation for employees working a fifty-six (56) hour workweek is ninety-six (96) hours more than the employee earns in a year, based upon total service seniority.

Vacation times shall be scheduled based on the operating requirements of the department, efficiency and the availability of vacation relief. Every effort will be made to schedule vacation throughout the entire year. The department will allow a minimum of five (5) employees off per shift throughout the year. The following will be used to calculate the additional number of leave slots available to fifty-six (56) hour personnel in a given year. The total number of vacation and holiday hours accrued for a given shift (not including carry-over) will be multiplied by 1.25 and divided by twenty-four (24) with the result being the number of leave slots available. These slots will be spaced equally on each shift day throughout the year. The remaining number of slots will be rounded to the next whole shift. These slots may be used on any shift day during the year provided only one is placed on a given day. This computation will be done prior to December 31 of the previous year and the results will be posted in all stations.

Vacation selection for fifty-six (56) hour employees will be handled in the following manner. The person having the most seniority, determined by length of service with the Springfield Department of Fire & Life Safety, will have the first pick of vacation on their shift. The picking will proceed down the seniority list for each shift until the lowest seniority person picks their vacation for a given round.

- a) Vacation scheduling shall be for the calendar year

- b) **First Round** – personnel may pick any number of full consecutive shifts (one (1) or more).
- c) Personnel will be able to skip over not more than two (2) full shifts and still have their pick count as consecutive. Personnel cannot place vacation on a day that is closed; however, they can skip over two (2) closed days during their pick. For example if the pick was for July 1, 4, 7, 10, 13, 16, and 19 and the 4th and 7th were closed, a person could take the 1st, 10th, 13th, 16th and 19th. Closed shifts must be consecutive to skip over two (2). In the previous example if the closed days were the 4th, and 16th, the pick could be either from the 1st through the 13th or from the 7th through the 19th.
- d) **Second Round** - personnel may pick any number of full consecutive shifts (one (1) or more) as detailed above.
- e) **Third Round** – personnel may pick any number of full consecutive shifts (one (1) or more) as detailed above.
- f) At the conclusion of the 3rd round the list will go back again to the most senior person on the shift for the 4th or “Shotgun” Round.
- g) **Fourth Round** – personnel may choose their remaining vacation shifts. The picks do not have to be consecutive. If a person has a half shift in their vacation balance it can be picked during this round.
- h) Individual vacation shifts ending with a half (.5) shift or more when scheduled will count in the total persons off per shift.
- i) **Fifth Round** – all carryover vacation from the previous year will be selected by seniority after regular vacation scheduling has been completed. This will be done in the same manner as the Fourth Round.

Persons may not cancel scheduled vacation without rescheduling those shifts to open days, unless retention of those shifts will not cause the employee’s balance to exceed the maximum vacation carryover of ninety-six (96) hours for shift employees. Persons may change their vacation shifts to open days on the shift vacation schedule. These changes may occur throughout the year. When requesting a change a notice will be sent via e-mail to the Battalion Chief’s Office and all members of the affected shift. If a request for vacation change results in closing a day, e.g. moving a day to one (1) that already has four (4) people off, the person making the move will contact the people above him/her on the seniority roster for that shift to see if they want the day prior to making the schedule change. The same system will apply if someone wants to make use of a vacated five person slot. The number of extra person slots as provided by this article will not be increased through rescheduling.

After vacations have been scheduled, shift reassignments will not interfere with scheduled vacation requests. When personnel are assigned to another shift, they will complete their vacation scheduling on that shift in accordance to the shift before or after their previous vacation schedule. If the shift before or after is full, the person will still be allowed to take vacation. They can place the extra slot on the aforementioned shifts or any full shift during the remainder of the year provided that the shift chosen has the same number of people off as the shift before or after the original vacation day. For example, if the shift before or after is a five (5) person day and the shift transfer vacation makes a six (6) person day then that slot may only be moved to other five (5) person days.

Nothing in this section shall be construed to limit the right of management to cancel previously approved vacation, or control the scheduling of individual vacation times.

The following system of scheduling may be implemented in December of 2012 for the 2013 scheduling exclusive of the change in the number of available vacation days per shift:

28.6 Vacation Scheduling (new)

- a) 40 hour scheduling- Except for the year 2013 the vacation year shall be from March 1 of each year until February 28/29 of the next year. Employees shall be allowed to take vacation according

to their preference that does not create an undue hardship on the operations of the City. The scheduling system used within a work unit must provide the most senior individual within a work unit preference in initial vacation scheduling with consideration given to providing reasonable vacation opportunities to junior employees.

- b) 53 hour shift scheduling- The City will utilize an electronic scheduling system which provides employees remote viewing, editing, and notification. Except for the year 2013 the vacation year shall be from March 1 of each year until February 28/29 of the next year. The department will allow a minimum of four (4) employees off each twenty-four (24) hour work shift. However, Each Shift's (platoon's) estimated vacation year accrual, March 1, to February 28/29, of vacation days will be multiplied by 1.10 to determine if any additional availability is required to ensure reasonable access to vacation for a given shift. If the result of the preceding computation exceeds the number 484 for a given shift then the number of vacation slots available to that shift shall be increased by the amount the result of the computation exceeds 484. Any extra availability shall first be made on December 24, 25 or 26 then Thanksgiving Day or the day before or after then the first affected shift in July and each subsequent shift thereafter until the additional availability is used up.

Vacation scheduling for fifty-three (53) hour (shift) be as follows: The person having the most seniority, determined by length of service with the Springfield Department of Fire & Life Safety, will have the first pick of vacation on their shift. The picking will proceed down the seniority list for each shift until the lowest seniority person picks their vacation for a given round. The process will be repeated for any subsequent rounds.

- 1) **First Round-** Employees may pick any number of vacation days up to one (1) year's annual accrual of vacation. To be determined by multiplying their individual accrual rate on March 1 of a given year by twenty-six (26). In addition Employees may pick two (2) compensatory time days. Employees are limited to picking a total of two (2) recognized Holidays during this round.
- 2) **Second Round-** Employees may pick any number of vacation days up to one (1) year's annual accrual of Holiday (six and one-half (6.5) shifts). In addition Employees may pick two (2) compensatory time days.
- 3) **Third Round-** Employees may pick any number of vacation days up to the amount remaining in their accrual bank. In addition Employees may pick compensatory days off up to the amount remaining in their accrual bank.

Once the schedule has been determined for a given vacation year, shift transfers will not affect an individual's previously scheduled vacation. Employees will be allowed to transfer their vacation days to the shift before or the shift after their previously scheduled vacation day at their preference. In addition, if the day before or after their previously scheduled vacation day is full (four (4) or more employees already scheduled) the transferred employee may move their vacation to another day on the affected shift with the same or less number employees already scheduled on that day as the one nearest their previously scheduled vacation day. Once the schedule has been determined for a given vacation year, employees may change their vacation shifts to open days on their shift's vacation schedule. These changes may occur throughout the year. Employees wishing to sign up for days with no vacation availability may sign up on a wait list. Should another employee remove his name from the desired day the most senior person on the wait list will be added to the vacation schedule provided there is still availability. For example: the day might not be available in the case of a shift transfer where the day had five (5) employees scheduled prior to the vacation change.

Nothing in this section shall be construed to limit the right of management to cancel previously approved vacation, or control the scheduling of individual vacation times.

Eugene, Springfield, Local 851, Local 1395 will work together to create a system by July 1, 2014, for scheduling compensatory time and vacation that will apply to both Local 851 and Local 1395.

Effective March 1, 2015, there will be a combined vacation/holiday and comp slots for Local 851 and Local 1395. There will be a total of eleven (11) vacation/holiday slots per shift and two (2) comp slots per shift. These slots will be available to both Local 851 and Local 1395 Fire Suppression employees utilizing a selection system determined and agreed upon by both Locals prior to implementation.

ARTICLE 29A - ASSOCIATION REPRESENTATION

29.1 Time Off

Three (3) association representatives shall be allowed time off with pay which would otherwise be received, as may be required to attend Labor-Management meetings, labor agreement negotiation, or meetings scheduled under the grievance procedure provided that such time off falls within their regular work schedule. The City reserves the right to reduce the amount of time paid, when in the judgment of the City, such privileges are being abused.

29.2 Time Bank

The Association shall be allowed to send personnel to attend meetings which impact City/Association relations. No more than three on duty employees will be allowed to attend meetings applicable to this section. Relief will be provided to the affected shift as required by the City. The relieved employees attending such meetings shall not be in uniform. The total amount of on duty time per year shall be 290 hours. Unused portions of the 290 hours can be carried over annually not to exceed fifty (50) hours carry-over.

29.3 Association Meetings

In order that Firefighters on shift may attend Association meetings, it is agreeable that the Association hold not more than two (2) meetings per month in the Department of Fire and Life Safety day room, neither of which shall commence prior to 5:00 p.m., and provided said meetings not conflict with the duties of the personnel on shift.

29.4 Restrictions

No person or persons, not regular employees of the City, shall contact members of the Association while on duty with respect to Association matters, without prior authorization of the City. Employees shall not conduct Association business during those times when they would otherwise be expected to perform City assigned work.

ARTICLE 29C - UNION REPRESENTATIVES

Effective 7/1/2014, this article will replace preceding Article 29A.

29.1 Time Off

Designated Union representatives shall be allowed time off without loss of pay, during normal working hours, for the purpose of meeting with the City for negotiating labor contracts, grievance meetings, joint labor/management meetings, investigatory interviews, arbitrations (up to three (3) representatives), or other similar purposes. A principal officer of the Union shall specify to the City those members serving as representatives. When management is provided with adequate notice (twenty four (24) hours or more), union officials, while conducting official union business as designated by the Union president, may be exempt from a specific draft. Management reserves the right to deny the request.

29.2 Time Bank

The City will allow Union representatives 290 shift hours per fiscal year to perform activities related to Union business or to attend Union functions other than those in Article 29.1, so long as their absence does not, in the City's judgment, hamper the normal operation of the Department. When overtime is required of other personnel as a result of such absences, it shall be paid at the rate of time and one-half (1.5).

- a) If 290 hours are not used within a year, up to fifty (50) hours may be carried over to the next year, provided that at no time shall the maximum allowable exceed 699 shift hours.
- b) The City will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work.
- c) The City, after proper notice to the Union, may reduce the amount of time paid for if the privilege is being abused.
- d) Should Local 851 and Local 1395 merge in the future, the City of Eugene and the City of Springfield will allow Union representatives in the merged Union 750 shift hours per fiscal year to perform activities related to Union business or to attend Union functions other than those in 29.1 so long as their absence does not, in the City's judgment, hamper the normal operation of the Department. The carryover will increase to 300 hours and the maximum carryover will increase to 1,000 hours.

29.3 Use of Email

The Union may use the City's e-mail system for the following purposes:

- a) To communicate with management regarding matters of labor relations or related topics;
- b) To communicate with management or union employees in order to set or give notice of meetings related to City/Union issues;
- c) To inform members of the status or outcome of bargaining, grievances, or issues between the City and the Union, if it is done in a factual and neutral manner;
- d) To communicate matters of general interest regarding Union members, the Department or the City organization (for example, retirements, births, deaths of members or their families); and
- e) To communicate information regarding an individual member's welfare, as long as it does not violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.

29.4 Email Standards

All communications by the Union using the City's e-mail system will conform to the following standards:

- a) The Union will not use e-mail to provide political information, solicit support for political causes, or raise funds for political purposes
- b) The Union will not use e-mail to sell, purchase, or trade private items or property or to raise funds for any purpose. The Union may use e-mail to solicit financial support or leave donations for Union members due to the member's illness or similar circumstances, with prior authorization from the City
- c) The Union will comply with the City's general policy on use of City equipment and e-mail, except where the terms of that policy are superseded by the terms of this Agreement. Specifically, the Union recognizes that the City's e-mail system is the exclusive property of the City and that any communications or files generated or distributed by the Union on that system may be accessed by the City, according to the City's general policies. The Union agrees that all other policies related to use of work time and use of City property or resources for personal or Union business continue to apply

- d) The City recognizes that the Union may have viewpoints that are different from those of City management, which may be expressed in the Union's e-mail communications. In all cases, Union e-mail communications will meet the standards generally required for any communication between City employees. More specifically, communications distributed by the Union over the City's e-mail system will be factually accurate and complete, and neutrally described; will be respectful in tone and content and will not include personal insults or attacks; and, will avoid content or tone that would create significant disharmony or interfere with the ability to provide service. The parties recognize that communications over the City's e-mail system may be public records open to public examination unless an exemption applies, and will be cognizant of the fact that all communications sent over e-mail may be available for public review.

29.5 Email Denial

If the City finds that the Union has violated this Agreement about use of e-mail, the City may deny the Union further use of its e-mail system. If the City finds such a violation, it will bring the violation to the Union's attention and attempt to resolve any disagreement. If the Union refuses to modify the language in question, then the City may give written notice to the Union of the suspension of the Union's right to use e-mail and will specifically cite the communication challenged and the specifics of the violation. The Union may grieve the City's decision to deny e-mail use. The grievance will be filed at Step Three (3) of the grievance process, and the parties agree to expedite arbitration. The parties may agree to alternate dispute resolution options in lieu of arbitration.

29.6 Joint Labor Management Committee

- a) Purpose: To improve communication between the Union and Management, the parties agree to establish a Joint Labor-Management Committee (JLMC). JLMC shall discuss ongoing labor-management issues including but not limited to productivity, employee morale, and mutual problem-solving. The JLMC is a forum for Management and Labor to share information on Fire Department Operations and initiate project that improve overall effectiveness and efficiency. The JLMC shall not engage in collective bargaining, nor shall it have authority to amend the terms of the Agreement or to be involved in the grievance procedure.
- b) Committee Composition: The JLMC membership shall consist of an equal number of participants not to exceed three (3) per side. The JLMC shall establish its own protocols.
- c) Meetings: The JLMC shall meet at least quarterly. Either party may request additional meetings.
- d) Participation: Because participation is viewed as mutually desirable beneficial for the City and Union, no person will be penalized for or benefit from participation in this group. Members will not suffer loss of pay for time spent in the JLMC meetings during their regularly scheduled work shift.
- e) Local 1395 and Local 851 shall meet in separate JLMC meetings unless mutually agreed upon to meet as a group.

ARTICLE 30C - WORK EQUIPMENT REIMBURSEMENT

Effective 7/1/2014, this article shall be in effect.

30.1 Reimbursement

The City will reimburse employees for personal property stolen, damaged, lost, or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement may not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the City.

30.2 Reimbursement Items

Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement under this Article. Employees will receive reimbursement for certain specified items at the lower of the replacement cost, or amount specified below.

Item	Scheduled Value
▪ Wristwatch	\$100
▪ Stethoscope	\$100
▪ EMT Belt Case *	\$30
▪ Knife/Multi-Purpose Tool	\$100
▪ Contact Lenses or Glasses, and/or frames if not covered by Workers' Compensation	\$300

* Reimbursement for EMT belt cases will be for washable fabric cases only

30.3 Replacement

For the items above, if the City is able to purchase the same item the employee currently has at a cheaper rate than the employee, the City has the right to provide the item rather than cash reimbursement.

ARTICLE 31A – DISCIPLINE

31.1 Just Cause

No regular employee may be disciplined or discharged except for just cause. Discipline includes written reprimands, suspension without pay, reduction in pay and discharge.

31.2 Probationary Employees

A probationary employee may be disciplined or discharged without recourse to the grievance procedure. This section applies to new hires only.

31.3 Due Process

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

- a) The employee shall be notified of the charges or allegations that may subject them to discipline
- b) The employee shall be notified of the disciplinary sanctions being considered
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing
- d) At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing

31.4 Just Cause Standards

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

- a) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct
- c) The City must conduct a reasonable investigation
- d) It must be determined that the employee is guilty of the alleged misconduct or act

- e) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual impact the misconduct has or would have on the employer's operations
- f) The employee's past employment record will be considered

31.5 Personnel Files

Upon request of the employee, written reprimands will be removed from the employees personnel file after three (3) years so long as no other disciplinary actions have occurred within that time period. Any written documentation of personnel matters or discipline issues involving Association personnel shall be considered confidential as defined by the ORS. This includes e-mail correspondences. All confidential documentation of personnel matters or discipline issues involving Association personnel shall be subject to the disclosure restrictions as provided by state and federal law.

ARTICLE 31C - DISCIPLINE AND DISCHARGE

Effective 7/1/2014, this article will replace preceding Article 31A.

31.1 Just Cause

No employee who has completed the initial employment probationary period with the City of Springfield shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, and discharge. Alternative forms of discipline (e.g. demotion, loss of overtime privileges, etc.) may be used when deemed more appropriate.

31.2 Written Notice

If the City determines there is just cause for demotion, suspension or discharge, the City shall provide the employee, with a copy to the Union, with written notice of the proposed disciplinary action, the grounds for such action, and the right of the employee to respond either orally or in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least ten (10) calendar days prior to the proposed effective date of the action.

31.3 Union Representation

Upon request of the employee, the City shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.

31.4 Documentation

Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, exceptions may be made when justified by a clear pattern of disciplinary action. The City reserves the right to the use of such documentation to refute a claim regarding the employee's overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:

- Step 1 - written record of oral reprimand - 1 year
- Step 2 - written reprimand - 2 years
- Step 3 - suspension - 4 years

- a) If subsequent conduct occurs that leads to discipline of a written reprimand or greater during this period of time, all current disciplinary action may continue to be relied on.
- b) Any expired discipline will not be considered by promotion boards, referred to in written performance evaluations.

31.5 Signature

No information that reflects critically upon an employee shall be placed in a personnel file without the review and the signature of the employee. The employee's signature confirms only discussion and presentation of the document to the employee, and does not indicate agreement or disagreement. The employee or the union (with the employee's signature) has the right to attach a statement of rebuttal to any information placed in the personnel file.

31.6 Unfounded Complaints

No documentation regarding unfounded complaints shall be placed in an employee's personnel file, used in reviews for promotion, referred to in written performance evaluations, nor relied upon as a basis for discipline or future disciplines.

ARTICLE 32A - GRIEVANCE PROCEDURE

32.1 Process

The parties agree that for the purpose of this agreement, a grievance shall be defined as a dispute regarding the meaning, and interpretation, or application, of this agreement, and that such dispute shall be settled in the following manner:

Step 1 - The affected employee, either with or without an Association representative, shall take up the grievance verbally with the employee's immediate supervisor and if not resolved, shall present the grievance to their Battalion Chief within ten (10) calendar days after the grievant becomes aware of the occurrence. The Battalion Chief shall then attempt to adjust the matter, and give an answer within ten (10) calendar days of the receipt of the grievance. If the grievance has not been settled between the grievant and the Battalion Chief, the grievance shall proceed to Step two (2) of the grievance procedure. For those employees reporting to a Deputy Chief the grievance shall be presented to that employee's Deputy Chief in this step.

Step 2 - Within ten (10) calendar days after the receipt of the Battalion or Deputy Chief's response to the grievance, the grievant shall submit a written notice which shall include the details of the grievance, the section of the agreement allegedly violated and the specific remedy requested to the Management Team (Chief and Deputy Chief). Within ten (10) calendar days, the Management Team shall meet with the grievant, with or without an Association representative. Thereafter, the Management Team shall render a written decision within ten (10) calendar days of the meeting.

Step 3 - If the grievance remains unsettled to the grievants' satisfaction, it shall be presented by the Association, or the employee, to the City Manager within ten (10) calendar days after the response specified in Step two (2). The City Manager or designee will conduct an informal hearing within ten (10) calendar days from receipt of the grievance. The Management Team and a representative from Human Resources may be present at this hearing to act as a resource to the City Manager. The City Manager shall respond in writing to the Association, or the grievant, within ten (10) calendar days after the hearing.

Step 4 - If the grievance is still unresolved, the Association will, within ten (10) calendar days of the decision of the City Manager, or his designee, have the right to have the matter arbitrated by a third party, jointly agreed upon by the City and the Association. If the parties are unable to agree upon an arbitrator, the aggrieved party shall request that the State Mediation and Conciliation Service submit a list of five (5) names of arbitrators. Each party shall have the right to reject one (1) list of arbitrators and ask for a new list from the State Mediation and Conciliation Service. Each side shall alternately strike a name and the remaining person shall be designated as the arbitrator.

The designated arbitrator shall hear both parties as soon as possible on the disputed matter, and shall render a written decision within thirty (30) calendar days, which shall be final and binding upon the parties within his authority. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to the considerations of the particular issues presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the Agreement. Expenses for the Arbitrator shall be shared equally by the parties. If either party desires a verbatim recording of the proceedings, the party requesting the recording shall pay for the taping or transcription of the meeting. If both parties desire a copy, the cost shall be shared equally.

32.2 Time Limits

If either party fails to comply with, or follow the time limits specified in the grievance procedure, the following shall result:

- a) If the grievant fails to respond within the time limits specified above, the grievance may be pursued through Step two (2), but will not be subject to the arbitration procedure. In this instance, the Management Team's decision shall be final and binding.
- b) If the City fails to respond within the time limits specified above, the grievance shall be automatically advanced to the next step.

The parties may, by mutual agreement, either waive or extend the time limits provided for in these procedures.

ARTICLE 32C - GRIEVANCE PROCEDURE

Effective 7/1/2014, this article will replace preceding Article 32A.

32.1 Grievance Defined

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

32.2 Informal Resolution

The City and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

32.3 Step 1

If the attempt to resolve the problem informally is unsuccessful, the employee or the Union shall submit the grievance in writing to his/her immediate supervisor within fifteen (15) days of the occurrence thereof, or of the employee's knowledge thereof. The written notice shall include the facts upon which the grievance is based, the provision of the contract alleged to have been violated, and the remedy sought. The supervisor shall respond to the grievance in writing with a copy to the Union as quickly as possible, but no later than ten (10) days after the grievance is first discussed.

32.4 **Step 2**

If after ten (10) days from receipt of the immediate supervisor's reply the grievance remains unresolved, the Union may submit written notice along with all pertinent written information including a statement of the grievance and relevant facts, specific provision(s) of the contract allegedly violated, and remedy sought to the Division Manager, or his/her designee. A meeting with the employee, the Union representative, and the management representative will be scheduled within five (5) days of the receipt of written notice to review the facts of the grievance. The Division Manager, or his/her designee, shall respond to the Union in writing with a copy to the employee within ten (10) days of the meeting.

32.5 **Step 3**

If the grievance is not resolved, within ten (10) days following the response at Step 2, the grievance, along with all pertinent written information, may be submitted to the Chief with a copy to the Human Resources Manager. The Chief or his/her designee shall meet with the Union representative, and the Human Resources Manager, or his/her designee, and shall render a decision within ten (10) calendar days after the close of the meeting.

32.6 **Step 4**

If the Chief's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step three (3) response, according to the following prescribed manner:

- a) A list of five (5) Oregon members of the American Arbitration Association shall be requested from the State Conciliator. The parties will meet within seven (7) calendar days of receiving the list and will alternately strike one (1) name from the list until only one (1) is left. The City shall strike the first name. The one remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name.
- b) The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. He/she shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute his/her judgment for that of the City in any instance where the City is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously in the administrative proceedings. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.
- c) Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to ensure confidentiality to the employee.
- d) As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

32.7 **Successive Steps**

A different supervisor or manager will handle each successive step of the grievance procedure.

32.8 **Time Limits**

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. The Union or the City may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will allow the Union to escalate the grievance to the next step.

32.9 **Calendar Days**

As used in this Article, "days" means calendar days.

32.10 **Notice**

The Union shall be advised in writing of any grievance settled between the City and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

ARTICLE 33C - CAREER DEVELOPMENT

Effective 7/1/2014, this article shall be in effect.

33.1 **Promotional Exams**

The Department shall conduct regularly schedule promotions exams for Fire Engineers and Captains. No two promotional exams will be given within a six month period of each other, except in the case of urgent business necessity. Notification of testing shall occur no less than ninety (90) days prior to date of test.

33.2 **Non-Suppression Employees**

Testing for non-fire suppression employees shall occur whenever an opening is anticipated or has occurred.

33.3 **Promotion Lists**

Promotion lists shall remain in full force until the results from the next regularly scheduled exam are announced. The City reserves the sole right to determine when or if vacant positions will be filled except as defined in Article 8.2.

33.4 **Study Guides**

A curriculum or study guide that outlines the core promotional study material will be made available upon request.

33.5 **Announcements**

Announcements for promotions exams shall include the following:

- a) Eligibility requirements to take the exam
- b) Tentative dates, times and locations of exam
- c) Identification of all sources from which written examination questions will be derived, which will include the curriculum of core study materials
- d) The name and contact phone number of person(s) responsible for coordination of the exam process. Candidates will be instructed to contact this person if a problem occurs during the exam

33.6 Participants

For fire suppression employees, promotional processes will be open to current bargaining unit employees only, unless sufficient qualified employees do not apply.

33.7 Preference

In bargaining unit promotional processes opened for outside applicants, if all qualifications are basically equal, internal applicants will be given preference over outside applicants.

ARTICLE 34C - STATION FACILITIES

Effective 7/1/2014, this article shall be in effect.

34.1 Equipment

The City will provide and maintain televisions, DVD players, microwaves, and washers and dryers in each fire station. The City will maintain existing equipment in stations and replace it when needed. The City will notify the Union in writing if the City determines that an item is obsolete.

34.2 Linens

The City will provide each fire suppression employee with one fitted sheet, one flat sheet, one pillow and pillow case, one blanket and two bath towels. Employees will be responsible for the on-going care and maintenance of these items.

34.3 Parking

The City will continue to provide free parking for all on-duty employees.

ARTICLE 35 – TERMINATION, MODIFICATION AND SAVINGS CLAUSE

35.1 Termination

This agreement, or any part thereof, may be terminated, or re-negotiated at any time, by mutual agreement of both parties. However, both parties voluntarily agree and understand that neither party shall be obligated to bargain during the term of this agreement. Either party may request to bargain the impact of any actions moving forward with the merger of the Springfield Fire and Life Safety Department and the Eugene Fire Department. The City will not make any unilateral changes in employment relations for the duration of this Agreement. This Agreement shall be in effect as of its date of execution through June 30, 2012.

35.2 Duration and Modification

If either party wishes to open this contract, they shall give written notice to the other party on or before January 30 of the year of its expiration. If neither party gives notice as provided herein, this Agreement shall remain in effect from year-to-year.

35.3 Savings Clause

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, subsections, sentences, clauses, or phrases of this Agreement, but shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

Effective 7/1/2014, the following Articles 36 - Modification, 37 - Savings Clause and 38 -Terms of Agreement- Termination will replace sub Article 37 of this Agreement.

ARTICLE 36 - MODIFICATIONS

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by the end of January of the year this Agreement expires.

ARTICLE 37 - SAVINGS CLAUSE

37.1 Severability

The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this Agreement shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

37.2 Replacement Language

In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.

ARTICLE 38 - TERMS OF AGREEMENT/TERMINATION

38.1 Agreement Date

This Agreement shall be effective as of the date it is signed below and shall be binding upon the City, the Union, and its members and shall remain in full force and effect through June 30, 2015.

38.2 Acknowledgement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

38.3 Rights Waiver

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

38.4 Enhancement of Agreement

Notwithstanding Section 38.1 of this Article, the parties agree that with the addition of an enhanced automated roster/staffing system, either Party may give written notice during the term of this Agreement of its desire to re-open the portions of Article 26 that pertain to staffing. If such notice is provided the Parties will begin bargaining no later than thirty (30) days from date of notice. No other Article is subject to reopener during the term of the contract except as may otherwise be mutually agreed to by the parties. The parties further agree that representatives of the City of Eugene and IAFF Local 851 will meet with representatives of the City of Springfield and IAFF Local 1395 in the reopener to discuss implementation of the new system with the mutual goal of establishing a more efficient roster system and a single hiring process for both cities. During this reopener the Cities and both Locals will work together to create one Article 26 and one system that pertains to both Cities and both Locals.

38.5 Value of Merger

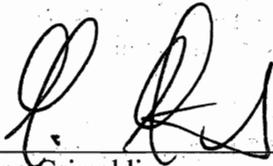
The parties have discussed openly and candidly the opportunity to achieve a merger of the Fire and EMS Operations for the Cities of Eugene and Springfield. Both parties having considered the option independently and free of duress recognize the value to all parties to be gained by such merger, and hereby agree that the bargaining process to establish a successor agreement shall be conducted jointly between the City of Eugene, the City of Springfield, IAFF Local 851 and IAFF Local 1395 with the explicit understanding that a single agreement will be bargained that will apply wholly and equally to all parties, notwithstanding a decision by Local 851 and Local 1395 to merge into a single IAFF Local or remain as separate Locals.

SIGNATURES

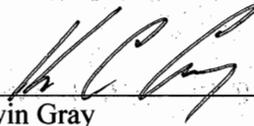
IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS
26 DAY OF FEBRUARY, 2013

CITY OF SPRINGFIELD

IAFF LOCAL 1395



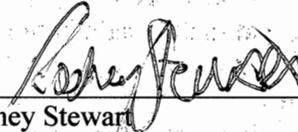
Gino Grimaldi
City Manager



Kevin Gray
President



Randy Groves
Chief



Rodney Stewart
Vice-President



Greta Utecht
Human Resources Director



Todd Schwartz
Secretary Treasurer

APPENDIX A.1

July 1 2012

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>	<u>Annual</u>
Firefighter	1	18.348	\$ 2,054.98	\$ 53,429.38
	2	20.309	\$ 2,274.61	\$ 59,139.81
	3	22.286	\$ 2,496.03	\$ 64,896.83
	4	23.391	\$ 2,619.79	\$ 68,114.59
Fire Engineer	1	19.454	\$ 2,178.85	\$ 56,650.05
	2	21.527	\$ 2,411.02	\$ 62,686.62
	3	23.631	\$ 2,646.67	\$ 68,813.47
	4	24.811	\$ 2,778.83	\$ 72,249.63
Fire Lieutenant	1	20.967	\$ 2,348.30	\$ 61,055.90
	2	22.603	\$ 2,531.54	\$ 65,819.94
	3	24.811	\$ 2,778.83	\$ 72,249.63
	4	26.052	\$ 2,917.82	\$ 75,863.42
Fire Captain	1	24.118	\$ 2,701.22	\$ 70,231.62
	2	25.248	\$ 2,827.78	\$ 73,522.18
	3	26.401	\$ 2,956.91	\$ 76,879.71
	4	27.697	\$ 3,102.06	\$ 80,653.66
Deputy Fire Marshall I	1	27.963	\$ 2,237.04	\$ 58,163.04
	2	30.369	\$ 2,429.52	\$ 63,167.52
	3	32.698	\$ 2,615.84	\$ 68,011.84
	4	34.362	\$ 2,748.96	\$ 71,472.96
EMS Program Officer	1	33.766	\$ 2,701.28	\$ 70,233.28
Deputy Fire Marshall II	2	35.348	\$ 2,827.84	\$ 73,523.84
	3	36.961	\$ 2,956.88	\$ 76,878.88
	4	38.776	\$ 3,102.08	\$ 80,654.08
Training Captain	1	33.766	\$ 2,701.28	\$ 70,233.28
Training Officer	2	35.348	\$ 2,827.84	\$ 73,523.84
	3	36.961	\$ 2,956.88	\$ 76,878.88
	4	38.776	\$ 3,102.08	\$ 80,654.08

APPENDIX A.2
January 1 2013

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>	<u>Annual</u>
Firefighter	1	20.000	\$ 2,115.63	\$ 55,006.48
	2	22.132	\$ 2,341.15	\$ 60,869.87
	3	24.282	\$ 2,568.50	\$ 66,781.10
	4	25.483	\$ 2,695.58	\$ 70,085.05
Fire Engineer	1	21.203	\$ 2,242.82	\$ 58,313.42
	2	23.456	\$ 2,481.22	\$ 64,511.69
	3	25.744	\$ 2,723.18	\$ 70,802.65
	4	27.027	\$ 2,858.88	\$ 74,330.85
Fire Captain	1	26.273	\$ 2,779.18	\$ 72,258.78
	2	27.502	\$ 2,909.13	\$ 75,637.48
	3	28.755	\$ 3,041.73	\$ 79,084.95
	4	30.164	\$ 3,190.77	\$ 82,959.99
Deputy Fire Marshall I	1	30.210	\$ 2,416.82	\$ 62,837.29
	2	32.562	\$ 2,604.96	\$ 67,728.93
	3	35.736	\$ 2,858.88	\$ 74,330.85
	4	37.520	\$ 3,001.59	\$ 78,041.44
EMS Program Officer	1	34.740	\$ 2,779.18	\$ 72,258.78
Deputy Fire Marshall II	2	36.364	\$ 2,909.13	\$ 75,637.48
	3	38.022	\$ 3,041.73	\$ 79,084.95
	4	39.885	\$ 3,190.77	\$ 82,959.99
Training Captain	1	37.079	\$ 2,966.31	\$ 77,124.03
Training Officer	2	39.011	\$ 3,120.90	\$ 81,143.45
	3	40.954	\$ 3,276.35	\$ 85,185.08
	4	43.026	\$ 3,442.05	\$ 89,493.18

APPENDIX A.3
July 1 2013 2%
old scale

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>Bi-weekly</u>	<u>Annual</u>
Firefighter	1	20.400	\$ 2,157.95	\$ 56,106.61
	2	22.575	\$ 2,387.97	\$ 62,087.27
	3	24.767	\$ 2,619.87	\$ 68,116.72
	4	25.993	\$ 2,749.49	\$ 71,486.75
Fire Engineer	1	21.627	\$ 2,287.68	\$ 59,479.69
	2	23.926	\$ 2,530.84	\$ 65,801.92
	3	26.259	\$ 2,777.64	\$ 72,218.70
	4	27.567	\$ 2,916.06	\$ 75,817.47
Fire Captain	1	26.799	\$ 2,834.77	\$ 73,703.96
	2	28.052	\$ 2,967.32	\$ 77,150.23
	3	29.330	\$ 3,102.56	\$ 80,666.65
	4	30.767	\$ 3,254.58	\$ 84,619.19
Deputy Fire Marshall I	1	30.814	\$ 2,465.16	\$ 64,094.04
	2	33.213	\$ 2,657.06	\$ 69,083.51
	3	36.451	\$ 2,916.06	\$ 75,817.47
	4	38.270	\$ 3,061.63	\$ 79,602.27
EMS Program Officer	1	35.435	\$ 2,834.77	\$ 73,703.96
Deputy Fire Marshall II	2	37.091	\$ 2,967.32	\$ 77,150.23
	3	38.782	\$ 3,102.56	\$ 80,666.65
	4	40.682	\$ 3,254.58	\$ 84,619.19
Training Captain	1	37.820	\$ 3,025.63	\$ 78,666.51
Training Officer	2	39.791	\$ 3,183.32	\$ 82,766.32
	3	41.773	\$ 3,341.88	\$ 86,888.78
	4	43.886	\$ 3,510.89	\$ 91,283.05

APPENDIX A.4

July 1 2013 New Scale

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>BiWeekly</u>	<u>Annual</u>	<u>Old Step</u>
Firefighter	1	19.025	\$ 2,012.42	\$ 52,322.87	
	2	19.972	\$ 2,112.64	\$ 54,928.53	1
	3	21.442	\$ 2,268.15	\$ 58,971.80	2
	4	22.956	\$ 2,428.26	\$ 63,134.87	3
	5	24.295	\$ 2,569.95	\$ 66,818.73	
	6	25.994	\$ 2,749.65	\$ 71,490.95	4
Fire Engineer	1	21.442	\$ 2,268.15	\$ 58,971.80	1
	2	22.488	\$ 2,378.73	\$ 61,847.01	
	3	23.598	\$ 2,496.23	\$ 64,901.92	2
	4	24.807	\$ 2,624.09	\$ 68,226.39	
	5	26.059	\$ 2,756.56	\$ 71,670.65	3
	6	27.567	\$ 2,916.06	\$ 75,817.47	4
Fire Captain	1	24.241	\$ 2,564.19	\$ 66,668.98	
	2	25.439	\$ 2,690.90	\$ 69,963.50	
	3	26.735	\$ 2,827.98	\$ 73,527.56	1
	4	28.063	\$ 2,968.52	\$ 77,181.48	2
	5	29.511	\$ 3,121.72	\$ 81,164.84	3
	6	30.982	\$ 3,277.24	\$ 85,208.11	4
Deputy Fire Marshall I	1	28.913	\$ 2,313.00	\$ 60,138.09	
	2	30.296	\$ 2,423.64	\$ 63,014.75	1
	3	31.831	\$ 2,546.48	\$ 66,208.52	
	4	33.464	\$ 2,677.16	\$ 69,606.16	2
	5	35.120	\$ 2,809.58	\$ 73,049.09	3
	6	36.927	\$ 2,954.20	\$ 76,809.14	4
EMS Program Officer	1	32.691	\$ 2,615.31	\$ 67,997.94	
Deputy Fire Marshall II	2	34.292	\$ 2,743.37	\$ 71,327.62	
	3	36.035	\$ 2,882.76	\$ 74,951.76	1
	4	37.820	\$ 3,025.63	\$ 78,666.51	2
	5	39.791	\$ 3,183.32	\$ 82,766.32	3
	6	41.773	\$ 3,341.88	\$ 86,888.78	4
Training Captain	1	34.292	\$ 2,743.37	\$ 71,327.62	
Training Officer	2	36.035	\$ 2,882.76	\$ 74,951.76	
	3	37.820	\$ 3,025.63	\$ 78,666.51	1
	4	39.791	\$ 3,183.32	\$ 82,766.32	2
	5	41.773	\$ 3,341.88	\$ 86,888.78	3
	6	43.886	\$ 3,510.89	\$ 91,283.05	4

APPENDIX A.5

July 1 2014

<u>Position</u>	<u>Step</u>	<u>Hrly Rate</u>	<u>BiWeekly</u>	<u>Annual</u>
Firefighter	1	19.405	\$ 2,052.67	\$ 53,369.33
	2	20.371	\$ 2,154.89	\$ 56,027.10
	3	21.871	\$ 2,313.51	\$ 60,151.24
	4	23.415	\$ 2,476.83	\$ 64,397.56
	5	24.781	\$ 2,621.35	\$ 68,155.11
	6	26.514	\$ 2,804.65	\$ 72,920.77
Fire Engineer	1	21.871	\$ 2,313.51	\$ 60,151.24
	2	22.937	\$ 2,426.31	\$ 63,083.95
	3	24.070	\$ 2,546.15	\$ 66,199.96
	4	25.303	\$ 2,676.57	\$ 69,590.92
	5	26.581	\$ 2,811.69	\$ 73,104.07
	6	28.119	\$ 2,974.43	\$ 77,335.12
Fire Captain	1	24.726	\$ 2,615.48	\$ 68,002.36
	2	25.947	\$ 2,744.72	\$ 71,362.77
	3	27.269	\$ 2,884.54	\$ 74,998.11
	4	28.624	\$ 3,027.89	\$ 78,725.11
	5	30.102	\$ 3,184.16	\$ 82,788.14
	6	31.601	\$ 3,342.78	\$ 86,912.27
Deputy Fire Marshall I	1	29.491	\$ 2,359.26	\$ 61,340.85
	2	30.901	\$ 2,472.12	\$ 64,275.04
	3	32.468	\$ 2,597.41	\$ 67,532.69
	4	34.134	\$ 2,730.70	\$ 70,998.28
	5	35.822	\$ 2,865.77	\$ 74,510.07
	6	37.666	\$ 3,013.28	\$ 78,345.32
EMS Program Officer	1	33.345	\$ 2,667.61	\$ 69,357.90
Deputy Fire Marshall II	2	34.978	\$ 2,798.24	\$ 72,754.18
	3	36.755	\$ 2,940.42	\$ 76,450.80
	4	38.577	\$ 3,086.15	\$ 80,239.84
	5	40.587	\$ 3,246.99	\$ 84,421.64
	6	42.609	\$ 3,408.71	\$ 88,626.55
	Training Captain	1	34.978	\$ 2,798.24
Training Officer	2	36.755	\$ 2,940.42	\$ 76,450.80
	3	38.577	\$ 3,086.15	\$ 80,239.84
	4	40.587	\$ 3,246.99	\$ 84,421.64
	5	42.609	\$ 3,408.71	\$ 88,626.55
	6	44.764	\$ 3,581.10	\$ 93,108.71

Appendix B

		Max Accrual	Total Hours
YOH	Employee	rate	
1976	Jerry Hall	1/1/2013	0
1978	Scott Sweeney	1/1/2013	0
1978	Kevin Murphy	1/1/2013	0
1978	Clifford Kimball	1/1/2013	0
1981	John McDowell	1/1/2013	0
1981	Michael Metzger	1/1/2013	0
1984	Curtis Bean	1/1/2013	0
1986	Gregory Deedon	New scale	147
1986	Douglas Cox	New scale	147
1987	Michael Hackett	New scale	151
1990	Todd Schwartz	New scale	124
1990	Laurie Monico	40 Hour	0
1990	Michael Hundt	New scale	124
1990	Wayne Pearson	New scale	124
1991	Scott Price	New scale	124
1991	Leo Giles	New scale	124
1991	Diana Chappell	New scale	124
1991	Stuart Sabatka	New scale	124
1991	Kevin Gray	New scale	124
191	Brian Parmelee	40 Hour	0
1991	Mark Allen	New scale	124
1993	Todd Inman	New scale	133
1993	Donald StSaver	New scale	133
1993	John Berry	New scale	133
1993	Glenn Roberson	New scale	133
1993	Jim Valenzuela	New scale	133
1994	Kevin Sundholm	40 Hour	0
1996	Andy Young	New scale	120
1996	Erick Carter	New scale	120
1996	Charles VanRysselberghe	New scale	120
1997	Jeremy Chesnut	New scale	113
1997	Derrick Frost	New scale	113
1997	Robert Sink	New scale	113
1997	Michael Fuller	New scale	113
1997	Rodney Stewart	New scale	113
1997	Mark Skelton	New scale	113
1998	Jason Dean	New scale	94
1999	Ken Linden	New scale	61
2000	Paul VanBuskirk	New scale	16

2000	Anthony Quesada	New scale	16
2000	Scott Ward	New scale	16
2000	Patrick O'Donnell	New scale	16
2000	David Nowak	New scale	16