

AGREEMENT BETWEEN

CITY OF MEDFORD

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 1431

JULY 1, 2005

TO

JUNE 30, 2008



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AGREEMENT BETWEEN  
CITY OF MEDFORD  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 1431

PREAMBLE

This Agreement is entered into by the City of Medford, Oregon, hereinafter referred to as the "City," and Local #1431, International Association of Fire Fighters, hereinafter referred to as the "Union."

This Agreement is the sole document of these matters and supersedes the City of Medford Personnel Rules, and all other rules and policies which may have pertained to these matters prior to the date of this Agreement.

This Agreement shall apply to those non-supervisory employees of the Medford Fire Department, comprised of the following classifications:

Firefighter	Fire Inspector
Fire Engineer	Fire Captain

Supervisory, confidential, and temporary employees are excluded from the bargaining unit. Temporary employees are defined as employees hired for a specific project and who are employed for not more than 120 days in a calendar year. Benefits for employees regularly scheduled to work less than 20 hours per week shall be prorated according to the ratio of their regularly scheduled hours to full-time (40 or 56 hours).

The parties agree as follows:

ARTICLE I - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the positions described above.

ARTICLE II - UNION SECURITY

2.1 Check Off. The employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the treasurer of the Union. The total amount of deductions shall be remitted each month by the employer to the treasurer of the Union. This authorization shall remain in full force and effect during the terms of this Agreement.

The City shall not be held liable for errors in deductions provided in this article unless the City, upon written notification from the Union, fails to correct the error within one month. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits brought against the City as a result of this article. The Union shall provide the City prior written notice of at least one month of any change in dues amounts.

2.2 Agency Shop. Any person who is employed as an employee of the employer at the time of implementation of this agreement shall be a member of the Union as a condition of continued employment, provided that no employee's employment may be terminated for non-membership in the Union if the employee continues to tender the fees required for membership, or:

In lieu of becoming and remaining a member of the Union, as provided above, an employee shall, within thirty (30) days from date of employment make payments in lieu of dues to the Union. Such payment shall be in the same amounts as provided for regular Union fees and dues. This section shall be referred to as the "Fair Share Agreement" and the City shall deduct the payments as outlined above in 2.1, Check Off. Employees who fail to meet this requirement shall be discharged by the City upon demand of the Union, or:

This Agreement recognizes the rights of non-association of employees, based on bona fide religious teachings of a church or religious body of which such employee is a member. Such employee contribution shall be an amount of money equivalent to regular Union dues and initiation fees and assessments to a non-religious charitable organization mutually agreed upon by the affected employee and the treasurer of the Union. The employee shall furnish written proof that this has been done to the City and the Union.

The above notwithstanding, the grievance procedure of this Agreement shall not be applicable to complaints or grievances filed by or on behalf of probationary employees.

2.3 Leave for Collective Bargaining. Collective bargaining shall be scheduled at mutually convenient times and locations. Members of the Union bargaining team shall be permitted to attend bargaining meetings without loss of pay when scheduled during their regular shift. If requested by the City Manager, or his designee, to meet for a labor relations purpose, representatives of the Union (not to exceed three) shall be released from duty without loss of pay if said meeting is scheduled when on duty. The Union will attempt to schedule bargaining meetings at times when the fewest members of the bargaining team are scheduled to work.

2.4 New Hires. The City will notify the Union of all new hires within thirty (30) days after employment, furnishing the Union with the new employee's name, social security number, mailing address, and position for which he/she was hired.

### ARTICLE III - MANAGEMENT RIGHTS

3.1 The City retains all customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this agreement. 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 not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties for whose benefit this agreement is made.

#### ARTICLE IV - DISCRIMINATION

4.1 The City and the Union agree that no action will be taken against any employee in violation of federal or state discrimination laws.

4.2 Alleged violations of this article may be processed through the grievance procedure up to but excluding arbitration. It is the intent of the parties that the final resolution of any discrimination claim shall be in accordance with the procedures of the appropriate federal and/or state administrative agencies.

#### ARTICLE V - MAINTENANCE OF STANDARDS

5.1 All rights, privileges, and working conditions enjoyed by employees at the present time, which are not included in this agreement, and which constitute employment relations shall remain in full force, unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent.

#### ARTICLE VI - DISCIPLINE AND DISCHARGE

6.1 Discipline. Discipline may include but not be limited to oral or written reprimand, suspension, demotion and termination, except that oral reprimands shall not be subject to grievance. No permanently appointed employee shall be reprimanded, suspended, demoted, or discharged except in good faith for just cause; nor shall any such employee be reprimanded, suspended, demoted, or discharged arbitrarily. All disciplinary action imposed upon an employee, except oral reprimand, may be protested as a grievance through the regular grievance procedure. An oral reprimand shall be done in a manner which will not embarrass the employee before other employees or the public. The substantive evidence forming the basis of disciplinary action, which is subject to the grievance procedure, shall be furnished to the aggrieved employee and to the Union president.

Written documentation of oral reprimands shall be placed in the employee's personnel file. Upon request of the employee, such documentation shall be destroyed after one year, provided that no other disciplinary action has been taken against the employee during that year.

6.2 Discharge. If the City determines there is just cause for discharge, the City may suspend the employee without pay and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Protest of the discharge of any employee shall be made through the regular grievance procedure set forth in Article VII. The Union may process a grievance concerning suspension, demotion, or discharge in Step 2 of the grievance procedure.

6.3 This Article shall not apply to any employee on probation as defined in Article IX.

## ARTICLE VII - SETTLEMENT OF DISPUTES

7.1 A grievance shall include any dispute concerning the interpretation or application of a specific article of the contract or the terms and conditions of employment. For the purposes of this procedure "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days. If the employer fails to proceed as stipulated in various steps of the grievance procedures, the grievance shall automatically go to the next step as provided. If the Union fails to properly proceed according to the stipulations in the grievance procedure, it shall be determined that the grievance has been settled or has been settled in accordance with the decision made in the last step taken.

Step I. Immediate Supervisor. The grievant shall discuss the grievance first with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within thirty (30) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his immediate supervisor. Such filing shall state the specific article(s) allegedly violated and the remedy requested. The supervisor shall hear the appeal and render a written decision with specific articles or reasons that support his or her decision within ten (10) days after receiving the grievance.

Step II. Fire Chief. Within ten (10) days, if the grievant is not satisfied with the disposition of his grievance at level one, he shall file the written grievance with the Fire Chief. The Chief shall hear the appeal and render his written decision within ten (10) days after receiving the grievance.

Step III. City Manager. Within ten (10) days, if the aggrieved is not satisfied with the disposition of his grievance at level two (2), he shall file his appeal with the City Manager. The City Manager or his designee shall hear the appeal and render his decision within ten (10) days after receiving it.

Step IV. Arbitration.

- A. If the Union is not satisfied with the disposition of the grievance at level three (3), it shall, within ten (10) days file a Notice of Intent with the Union and the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such Notice of Intent, the City and the grievant and/or the Union, unless they can mutually agree to an arbitrator, shall request a list of seven (7) arbitrators from the Employment Relations Board of the State of Oregon. It is agreed that the list shall contain only arbitrators that reside in Oregon. The arbitrator shall be selected from this list by the striking method.
- C. The findings of the arbitrator shall be limited to the terms of this agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this agreement.

- D. The decision and award of the arbitrator shall be final and binding on the parties. The parties shall share equally the cost of arbitration.

7.2 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file unless the grievance is found against the employee.

7.3 Stewards. The Union will identify four (4) members who will investigate grievances. Said members may spend up to two (2) hours of on-duty time for such investigation per grievance upon approval of their immediate supervisor. If the grievance is founded and the formal grievance procedure undertaken, the Union will designate a representative who will carry out the steps of the grievance procedure and attend all arbitration proceedings on City time if so scheduled.

#### ARTICLE VIII - JOB DESCRIPTIONS

8.1 The employer shall maintain written job classifications that shall include titles and written specifications for various classifications. Job titles shall refer to a specific classification and not to an individual. Each classification shall have a specification that includes a descriptive title, a description of responsibilities, and a statement of the minimum or desirable qualifications for each classification.

#### ARTICLE IX - PROBATIONARY PERIODS

9.1 New Employees. For the purpose of new employees, the term probationary shall mean an employee who has not completed twelve (12) consecutive calendar months of service with the Medford Fire Department, uninterrupted by any leave of absence without pay.

9.2 Promotional Probationary Periods. Any employee who is promoted to a higher position classification shall be considered a promotional probationary employee for a period of twelve (12) calendar months following such promotion. The grievance procedure contained herein shall apply to such employees; however, no such employee may file a complaint or grievance based on involuntary demotion to the position from which he was promoted unless such demotion was not based on job-related performance.

#### ARTICLE X - SENIORITY

10.1 Seniority, for those employees in the Fire Department and who are covered by this agreement, shall be the employee's length of continuous service with the Fire Department, dating from his last date of hire.

10.2 Seniority shall be broken or terminated if any employee: (1) quits; (2) is discharged for just cause; (3) is laid off and fails to respond to written notice sent by certified mail, return receipt requested, within five (5) working days after being recalled or fails to return to work within fifteen (15) additional calendar days; (4) fails to report to work at the termination of a leave of absence; (5) while on a leave of absence accepts employment without permission; (6) is retired. Seniority shall apply in matters of vacation, holidays, and as referred to in the body of this contract. In the event that

more than one employee has the same date of hire, the employee with the highest combined score on the entrance examination will be deemed to be senior.

## ARTICLE XI - WAGES AND BENEFITS

11.1 Wages. Wages for all classifications within the bargaining unit will be paid in accordance with Exhibit A, attached.

11.2 Pay Periods. Employees shall be paid on a semi-monthly or bi-weekly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or a holiday, the last preceding work day shall be the regular pay date in lieu thereof. The Union shall be provided at least sixty (60) days notice of a change of paydays from semi-monthly to bi-weekly or vice-versa.

11.3 Overtime - Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

11.4 Callback - Callback is defined as a return to the employee's regular assignment at times not contiguous with the employee's regularly scheduled shifts. Employees subject to such recall shall be compensated at one and one-half times their regular rate for actual hours worked - provided, however, that 40-hour employees shall receive a minimum of two (2) hours at the overtime rate and 56-hour employees shall receive a minimum of four (4) hours at the overtime rate.

For mandatory call back for purposes other than a return to the employee's regularly assigned duties, 40-hour employees shall receive a minimum of two (2) hours at the overtime rate and 56-hour employees shall receive a minimum of three (3) hours at the overtime rate. At least fourteen (14) calendar days advance notice shall normally be provided for such call-backs.

Callback will utilize the mutually agreed upon method of callback for regular duty.

**Emergency Callback** - During emergency events requiring additional personnel beyond those assigned to the on-duty shift, positions shall be filled with the first available qualified personnel (which may include a geographic based request), except that, if the City has at least 3 hours notice that additional personnel will be required, the standard call-back procedure will be used. Resource requests that require special training or certification are exempt from this understanding; however, personnel on the appropriate "position lists" will be given equal opportunity for deployment.

11.5 Compensatory Time Off for Department Activities. Personnel who volunteer for and have skills and/or abilities in particular areas may be selected to participate in various department programs. Such selection shall be at the discretion of the City. Said personnel will earn compensatory time-off under the following provisions:

Overtime hours worked will be converted to compensatory time by multiplying time worked by 1.5. Hours worked will be rounded to the nearest one-quarter hour prior to multiplication by the 1.5 factor.

Maximum accumulation of compensatory time will be 60 hours for 56-hour employees and 42 hours for 40-hour employees.

Ordinary callback and emergency firefighting callback are excluded from the provisions of this Agreement.

Should the provisions of the Fair Labor Standards Act be overturned or modified, this Agreement will be modified as necessary to comply with applicable laws.

**Pagers** - The City may require Fire Inspectors to carry pagers according to the agreed upon schedule. The Fire Inspectors will provide after hour coverage of one Fire Inspector to be available for call back by pager on an evenly rotating basis. Eight (8) hours of comp time will be credited to the Fire Inspector working the weekend hours each week. The cap for comp time is 42 hours. The City and the employee shall maintain the scheduled use of comp time to keep each Fire Inspector below the cap and available to work within the pager on-call rotation.

If an employee on pager duty is called in on a contractually recognized holiday, he/she shall be paid for such callback at twice (2 times) the employee's regular hourly rate. For this purpose a holiday shall be from 12:01 AM to 12:00 Midnight. Employees called back on a holiday shall not receive any additional compensation other than the double time rate for the hours worked.

#### 11.6 Move-up Pay.

1. An employee assigned to and acting in a classification higher than the employee's regularly assigned classification for more than two (2) hours shall receive premium pay for all such hours. Such premium shall be equal to the bottom step of the classification for which the employee is moved up to. (i.e., a Firefighter acting in the capacity of Captain shall receive Fire Captain Step 4 or a maximum of 15%, whichever is less.)
2. Acting Battalion Chief - A bargaining unit member who is assigned by the City the duties of Acting Battalion Chief shall receive a five percent (5%) differential while working in such an assignment.
3. Employees assigned tanker or grass rig driver for more than 2 hours shall receive a 2 1/2% differential while so assigned.
4. Employees assigned to a Rapid Response Unit will receive 5% for all hours assigned.
5. This section is not applicable to drill ground training assignments or situations resulting from voluntary shift exchanges unless the employee is required to move-up from the classification involved in the initial voluntary shift exchange.

11.7 Mileage and Per Diem. When an employee, after reporting to duty as assigned, is required to report for duty at any location other than his permanent reporting location and required to use his personal automobile for transportation to such location, he shall be compensated at the current IRS rate for the use of such automobile directly in the line of duty. Reimbursement of amounts less than twenty dollars (\$20) will be made in June of each year.

When an employee's duties require him to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements. During the term of this agreement, the amounts paid under this section shall not be reduced below the levels contained within the Administrative Regulation as

of July 1, 2001.

11.8 Insurance. All insurances shall be provided in accordance with the insurance schedule attached to this agreement and marked Exhibit B, which is hereby incorporated into and made a part of this agreement.

11.9 Holidays.

1. 56-hour per week employees

There shall be 147.2 hours allowed for holidays that shall be scheduled under the same regulations as vacation days. Hours not used in the course of a fiscal year may be added to vacation hours for purposes of accrual. The maximum accrual allowed shall reflect a figure twice the yearly vacation and holiday allowance. The accumulation of holiday time shall be a monthly proportion of the total.

2. 40-hour per week employees

There shall be 96 hours allowed for holidays that shall be scheduled under the same regulations as vacation days. Hours not used in the course of a fiscal year may be added to vacation hours for the purpose of accrual. The maximum accrual allowed shall reflect a figure twice the yearly vacation and holiday allowance. The accumulation of holiday time shall be a monthly proportion of the total. It is understood that employees in non-emergency positions (e.g., Fire Inspectors) shall exercise one holiday on each occasion City Hall is closed for a recognized holiday.

3. An employee shall have the option of selling back at the straight time rate the accumulated amount of holiday hours on the books at the end of the fiscal year. This shall be paid on the first payday of the fiscal year. The employee shall notify his/her supervisor in writing by December 1st of the previous year if this option is to be utilized. Otherwise, the accumulated hours shall be transferred into the vacation hours. This is a voluntary option and shall not be required of the employee.

11.10 EMT Certification

1. Original EMT Certification

A. EMT Basic and Intermediate – The City shall provide all books, required insurance, and certification fees to allow employees selected by the City to obtain their certifications. The City shall allow release time when training necessary for certification is scheduled during an employee's scheduled working hours. The method to acquire and maintain certifications is at the discretion of the City.

B. EMT Paramedic – paramedic certification training shall be covered under section 11.11 Education and Training (General).

2. EMT Re-certification

- A. EMT Basic, Intermediate, and Paramedic – The City shall provide for all books, tuition, required insurance, and re-certification fees to maintain certifications.
- B. The City shall allow release time when training necessary for re-certification is scheduled during an employee's scheduled working hours. The method to maintain certifications is at the discretion of the City.

11.11 Education and Training (General)

Reimbursement for tuition, books, fees, and travel expenses may be provided by the City for job-related training and education. The specific level of aid, if any, shall be determined in advance.

Those employees who hold an Associate Degree (A.A. or A.S) in Fire Science or related field shall receive \$35 additional salary per month.

ARTICLE XII - HOURS OF WORK

12.1 Current hours of work shall remain in effect during the term of this agreement unless changed by mutual agreement.

12.2 The Fire Inspectors shall have the option to either accept or request a flexible schedule within their 40-hour work week. All requests from management, or employees, shall be mutually approved by both parties. In no way shall the flexible schedule be considered mandatory or binding on either party. It is clearly understood that it is a voluntary option.

ARTICLE XIII - LEAVES OF ABSENCE

13.1 Leave of Absence Without Pay. Upon written approval by the City Manager, an employee may be granted a leave of absence.

13.2 Jury Duty. Employees shall be granted leave with pay to serve on a jury when such service is performed on a regularly scheduled work day, provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any work day, the employee shall immediately contact the department head or other supervisor for assignment for the remainder of his or her regular work day.

13.3 Court Appearance. Leave with pay shall be granted for any work related appearance before a court, judicial, or quasi-judicial body as a witness in response to a subpoena or other order by proper authority, compelling his attendance under penalty described by law, provided, however, that any witness fees paid to such employee shall be turned over to the City. It shall be the duty of the employee to obtain such fees. This article shall not apply to disputes between the City and the employee or the Union.

13.4 Medical Leaves Without Pay.

- A. Work Related. When an employee is off work as a result of a compensable work-related injury or illness, the employee will be guaranteed the opportunity to return to his job upon medical release to do so within one (1) year from the occurrence of the injury or illness. Such guarantee is contingent upon notice to the City by a medical authority that the employee can reasonably be expected to return within the year. Upon return of the employee, seniority accrued at the time of the leave shall be restored. This section is not intended to preclude the application for an extension of such leave under Section 13.5 of this Agreement or to restrict or bar the employee from his right to re-employment under ORS 659.415.
- B. Non-Work Related. When an employee is off work as a result of an injury or illness which is not compensable as a City job-related injury or illness, the employee will be guaranteed the opportunity to return to his job upon medical release to do so within six (6) months from the day of absence. This benefit shall not be allowed for illnesses or injuries caused from secondary employment for personal remuneration. In order to qualify for this leave, the employee must be under the direct care of a licensed physician from whom the City shall have the right to obtain periodic medical reports. Further, the City must receive notice from medical authorities at the time of application for such leave that the employee can reasonably be expected to return within the six (6) months period. Upon return from such leave, seniority accrued at the time of the leave shall be restored. This section is not intended to preclude the application for an extension of such leave under Section 13.5 of this Agreement.

13.5 Return from Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant, unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he is unable to work by reason of sickness, physical disability, or other legitimate reasons beyond his control and seeks an extension of leave for such reason. Such a request for extension shall be made in writing, and will be considered pursuant to Section 13.1 of this Article.

13.6 Vacation Leave.

- A. Amount of Vacation Leave for full-time employees. Vacation leave shall be earned at the following annual rates:

<u>Months of Service</u>	<u>40-Hour Week</u>	<u>56-Hour Week</u>
1 to 60 months (to 5 yrs)	80 hrs	112.0 hrs
61 to 120 months (5-10 yrs)	104 hrs	145.6 hrs
121 to 180 months (10-15 yrs)	128 hrs	179.2 hrs
181 to 240 months (15-20 yrs)	160 hrs	224.0 hrs
241 to 300 months (20-25 yrs)	192 hrs	268.8 hrs
300+ months (25+ years)	230 hrs	322.5 hrs

- B. Computation of Service. If an employee is absent without pay, and that absence does not exceed two years, he may be given credit for the time worked prior to the absence for the purpose of computations in the above vacation schedule. A longer period may be authorized by the Personnel Office.

- C. Earned vacation leave shall be credited to the employee as earned.
- D. Accumulation of vacation leave is limited to twice the annual rate of accumulation.
- E. Recognizing that the greatest benefit to the employee and the City is derived from extended term leaves, employees are encouraged to schedule vacation leave in at least one week periods. In no instance will vacation leave be approved in units of less than four hours.
- F. For 56-hour employees, three employees shall be allowed to take vacation at the same time on any one shift.

Initial selection period: Vacation and holiday leave time use will be selected for a calendar year.

After the initial selection period: employees shall be granted any accrued time off when not in conflict with the following:

1. If the request is made for time off when no other employee is scheduled for vacation or holiday leave, at least 24 hours' notice is required.
  2. If the request is made for time off when one other employee is scheduled for vacation or holiday leave, the request must be made by 1800 hours one regularly assigned shift before the leave is to be taken.
  3. If the request is made for time off when two other employees are scheduled for vacation or holiday leave, the request must be made by 1800 hours two regularly assigned shifts before the leave is to be taken.
  4. The City may, but shall not be obligated to, approve vacation or holiday requests made with less advance notice than stated in items 1, 2 and 3 above.
  5. Cancellation of leave: The employee shall notify the Battalion Chief and all stations of any cancellation of leave. An employee requesting to be considered for the cancelled time shall notify the Battalion Chief prior to 1800 hours that shift; and at 1800 hours the time off will be designated for the most senior requesting employee. If no requests are received by 1800 hours the time becomes available on a first come, first served basis. Cancellations made after 1800 hours will be held open for seniority selection until 1800 hours on the next shift.
- G. Seniority List. On or before October 1 of each year, the City shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall contain the names of each employee, the employee's date of hire in accordance with Article X of this Agreement, and his current vacation accrual. A copy will be made available to the Union.
  - H. Newly hired probationary employees shall not be eligible to take vacation leave before having served six (6) months of the probationary period at a satisfactory performance level. An employee leaving City service during his/her probationary period shall be entitled to receive compensation for any accrued vacation leave or compensatory time earned but not taken.

### 13.7 Sick Leave.

- A. Accrued Sick Leave - Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) hours for each full pay-period of service commencing with the date of employment for each 40-hour employee and seven (7) hours per each full pay-period for each 56-hour employee. Sick leave shall be accumulated at this rate until the unused balance equals 1,172 hours for 40-hour employees and 1,776 hours for 56-hour employees. Sick leave in excess of 1,172 hours for 40-hour work week employees (1,776 hours for 56-hour employees) may be accrued and used, but any such excess remaining on June 30 of each year shall be paid off at fifty percent (50%) of each respective employee's base wage rate, exclusive of any pay differential. Sick leave for the pay-period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours for 40-hour employees (24 hours for 56-hour employees), except if the absence without pay qualifies for FMLA/OFLA purposes.

During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in paid status using other available accrued leave for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

Definitions – For all sections of 13.7 Sick Leave, the following definitions shall apply:

“Spouse” means a husband or wife as defined or recognized under Oregon law or a same-sex domestic partner who has completed an Affidavit of Marriage or Domestic Partnership.

“Child” means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex domestic partner's child. Child may be an adult or a minor.

“Other Family Member” means “parent” and “grandparent”

“Parent” means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law, and parent of the same-sex domestic partner.

“Grandparent” means the biological, adoptive or foster grandparent.

“Grandchild” means the biological, adopted, foster, or stepchild of the child of an employee or the employee's spouse.

“Parent-in-Law” means the “parent” of the employee's spouse

“Sibling” means biological, adopted, or foster brother or sister of the employee.

Statutory Leave - Unpaid - Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain

purposes. If the leave is for FMLA/OFLA, the employee shall be required to use sick leave for the absence. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

- B. Utilization for Illness or Injury - Employees may use sick leave for an illness or injury of the employee, spouse or child. In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the employee must complete the leave request form on the day he/she returns to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department supervisors may authorize the use of sick leave with less than 24 hours notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements - In the event of illness or injury, the employee shall notify his/her immediate supervisor, on-duty supervisor, or other department supervisor as designated in writing of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to beginning of his regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to illness or injury shall, prior to leaving work, notify his/her immediate supervisor, on-duty supervisor, or other departmental supervisor.

Physician's Certification - The City may, at its option, require a physician's statement of the need for the employee's absence and an estimated duration of the absence for any illness or injury if the employee is absence of three (3) or more consecutive workdays, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to his normal duties without risk of aggravating the illness or injury. The City may request a physician's verification of an injury or illness of a family member that does not qualify for FMLA/OFLA if the employee has used more than three days of family sick leave during a calendar year. If the City asks for the certification, the City will pay for each certification, if the employee/family member has not been seen by a doctor related to the illness/injury.

Certification for sick child - Under OFLA, if an employee takes more than three days of leave in a 12-month period for a child's illness requiring home care, the City may require medical certification for each additional time the child is ill during the remaining 12 months.

If the City asks for certification, the City will pay for each certification if the child has not been seen by a doctor related to the illness/injury.

Certification for Serious Health Condition FMLA/OFLA - For leaves taken because of the employee's or covered family member's serious health condition, the employee may be required to submit a completed "Physician or Practitioner Certification" form and return the certification to his supervisor who shall forward it to the Human Resources Department. Where the leave is anticipated with at least 30 days notice, the City may make a written request to the employee for medical certification prior to the start of the leave. If the leave is not anticipated, and the employee cannot provide 30 days notice, the employee must provide medical certification within 15 days of the City's request.

Uses for "Other Family Member" Illness/Injury (non FMLA/OFLA) - For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for, an "Other Family Member" as defined above with an illness or injury, the employee may use up to eight (8) hours of sick leave per occurrence for 40-hour employees (24 hours for 56-hour employees). Accrued vacation or compensatory time may be used in such cases, at the discretion of the City. The City may not unreasonably withhold approval of the use for said purpose.

Sick Leave without Pay - Upon application by the employee, or in the event the City determines that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability.

Bereavement Leave - An employee shall be granted up to three (3) days bereavement leave with regular salary for 40-hour per week employees (two shifts for 56-hour employees) in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step grandchild. Up to two (2) days leave taken for 40-hour per week employees (1 shift for 56 hour employees) from sick leave or any other accumulated leave shall be granted upon request.

Limits to Sick leave Usage and Accruals - Sick leave shall not be used or accrued during layoff periods. Sick leave shall not be used during a scheduled leave (i.e. vacation or holiday) if the employee and/or family member has an injury or becomes ill.

- C. Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Worker's Compensation laws, and the employee's regular pay. In such instances, the employee will retain the Worker's Compensation payment and be paid by the City the difference between it and his regular pay. The employee will be charged one (1) hour of sick leave for every hour absent, except that the employee shall be reimbursed with the number of hours equivalent to the Worker's Compensation payment based on that employee's hourly wage. The deduction of sick leave shall not apply to the 31st through the 90th calendar day of such work-related disability.

An exception to this procedure shall be allowed, upon request, for employees who (1) are eligible for retirement based on the PERS age and years of employment formula and (2) have provided the City with one year advance written notice of intent to retire. In such cases, employees shall continue to receive their regular monthly salaries during the period(s) of

disability and shall turn the worker's compensation payments over to the City. This benefit shall be available only during an employee's final year of employment and only if the employee's final year's salary is to be used by PERS in the calculation of the employee's retirement benefit.

- D. Disability Leave. Each new employee will be loaned ten (10) shifts of disability leave to be used for a job incurred injury, subject to acceptance of Worker's Compensation. Normal sick leave, from which the employee may draw for any illness or injury, will accrue at the rate indicated above except that: for each one-half shift accrued will result in the reduction of one-half shift in the original ten (10) shifts of disability leave until the ten (10) shifts are amortized. Upon termination, the employee shall reimburse the City for any sick leave paid for not accrued.
- E. Sick Leave Fold-In – On retirement on or after January 1, 1992, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided by ORS 238.350 and regulations established by the Oregon Public Employees Retirement system (PERS) in the form of increase retirement benefits.

An employee who terminates employment with the City for reasons other than retirement shall be entitled to no cash compensation or any other type of compensation payment for unused sick leave except that all remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for future retirement benefit purposes.

#### ARTICLE XIV - REDUCTIONS IN PERSONNEL

14.1 Reduction in class not resulting in a layoff situation will be made on the basis of the last man promoted to that class. The subject in question will be reduced in rank to that rank last held permanently. Additional reduction resulting will be treated similarly.

14.2 Reductions in force resulting in a layoff situation will be made in the inverse order of department seniority, including probationary employees. When the necessary number are removed from the force, Section 1 above will be followed for the redistribution of manpower.

14.3 Return from Layoff. The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter, return receipt requested, to the last known address of the subject. Recall will be made on the basis of seniority. Individuals demoted due to reductions in personnel will be allowed the first available opening in their previously held rank.

The City may require the successful completion of a physical examination by a City doctor prior to reinstatement following a layoff in excess of twelve (12) months. The "12 months" standard for physical fitness will be the same as would have been applied in making a termination/retention determination had the layoff not occurred. If the City refuses such reinstatement, the employee may at his own expense have a physical examination by a doctor of his own choice. The City will consider the report of such examination. If the City still declines to reinstate the employee, the City's doctor and the doctor selected by the employee shall select a third doctor to examine the employee. The decision of a majority of the three doctors shall be final and binding on the question of whether the employee is capable of performing the duties of his classification. The City and the employee shall share the cost of such arbitration equally. Recall rights shall expire three (3) years after the date of

layoff. An employee who fails to respond to a recall, given at least thirty (30) days notice by the City, shall forfeit any recall rights.

## ARTICLE XV - GENERAL PROVISIONS

### 15.1 Physicals

The City shall provide a mandatory physical examination program for all employees in the bargaining unit. The current program is attached as Exhibit C. No modifications to this program that would constitute changes in "Employment Relations" shall be made without the Union's consent.

The examining physician may determine that the employee is fit for duty or unfit for duty or may recommend that the employee be placed on accrued sick leave (if available) or other leave status pending further tests or examinations.

If the physician determines that the employee is not fit for duty, the employee shall immediately apply for PERS disability. Accrued sick leave, vacation and holiday time may be used pending acceptance by PERS or eligibility for long-term disability benefits.

If an employee initially determined to be not fit for duty is ultimately returned to duty pursuant to Section 15.2, the panel of physicians shall also order the degree (if any) that the employee is to be made whole for the loss of any accrued benefits as a result of the initial determination.

15.2 In the event the employee is found to be ineligible for PERS disability and he desires to retain his old position, he may request reinstatement to that position. If the City refuses such reinstatement, the employee may at his own expense have a physical examination by a doctor of his own choice. The City will consider the report of such examination. If the City still declines to reinstate the employee, the City's doctor and the doctor selected by the employee shall select a third doctor to examine the employee. The decision of a majority of the three doctors shall be final and binding on the question of whether the employee is capable of performing the duties of his position. The City and the employee shall share the cost of such arbitration equally.

15.3 Personnel Records. Employees shall have the right, upon request during City Hall business hours, to review their personnel files and to obtain, at cost, copies of any documents in such file.

Employees shall be provided copies of any evaluations placed in their personnel file.

Employees may respond, in writing, to any item of derogatory nature placed in their personnel file. Such response shall become a part of the file and be attached to the item in question.

15.4 Trading Procedures. Shift trading will be allowed under the following guidelines:

- A. Trades will occur on a volunteer basis.
- B. Trades will be subject to having the recommendation of the affected Fire Captain(s). The Battalion Chief may override the recommendation of the Fire Captain, but he will strongly consider the Fire Captain's position on the matter.

- C. Working a fire suppression company person for more than forty-eight (48) consecutive hours or more will be avoided.
- D. Trades will not be arbitrarily denied.
- E. Trades in the Fire Department will be at equal position classification only, except at the Fire Chief's discretion, fully qualified employees from a move-up list may be utilized.
- F. No trade may result in overtime expense.

15.5 Vacation, Holiday, and Compensatory Credits. In the event of termination, payment in lieu of vacation, holiday, and compensatory time shall be made to the employee. In the event of death of an employee, payment for earned vacation, holiday, and compensatory time shall be made to his beneficiary.

This section shall not apply to new hire probationary employees.

15.6 Safety. Alleged violations of state or federal safety laws may be processed through the grievance procedure up to but excluding arbitration; it being the intent of the parties that the final resolution of any safety claim shall be in accordance with the procedures of the appropriate federal and/or state administrative agencies.

15.7 Outside Employment. Permission to work at outside employment while a full-time employee of the City may be granted by the appointing authority. No employee may work at outside employment not approved by the appointing authority. In order to be approved, the outside employment must:

- A. Not be in conflict with the interests of his City employment.
- B. In no way detract from the efficiency of the employee in his City work.
- C. In no way be a discredit to City employment.
- D. Not take preference over extra duty required by City employment.

15.8 Uniform Allowance. The City will provide uniforms and footwear as required by the City for all members of the unit. No member will wear uniforms or footwear for off-duty activity without permission of the Fire Chief.

#### 15.9 Promotions

1. The City will provide employees with at least 60 days advance notice of promotional exams.
2. For promotional purposes, lists shall be current for two years or whenever replaced with a new list, whichever occurs first.
3. The City shall continue the practice of using promotional lists for move-up opportunities.

4. The City may, at its discretion, recruit applicants for available Fire Inspector positions from outside the department. Qualified department employees may apply for any available position and shall be considered for appointment on an equal basis with outside applicants.

15.10 Temporary Assignments. The use of temporary assignments shall be governed by the following items:

- A. Bargaining members will be limited to a maximum of six (6) months of total length in a twelve (12) consecutive month period, that period starting from the last day of the six-month period.
- B. Temporary assignments involving classifications described in the Preamble shall be compensated at the Step 4 rate for that classification or at the employee's present rate, whichever is higher.
- C. Temporary assignments will not be used to avoid the filling of permanent positions.
- D. If an employee in a temporary position is permanently appointed to that position without a break in service, the employee's seniority date shall be the date of appointment to the temporary position.
- E. Temporary assignments within an established classification will be offered first to those employees on a promotional list if a current list is available for that classification.

15.11 Restricted Use of Tobacco Products. No employee (except those who currently use as of June 30, 1993) shall use any tobacco product, on or off the job. Use of tobacco at any time, on or off the job, shall be considered just cause for progressive discipline.

#### ARTICLE XVI - STRIKES AND LOCKOUTS

16.1 No employee in the bargaining unit shall engage in a strike or recognize a picket line while in the performance of his duties with the City.

16.2 Lockout. There shall be no lockout of employees by the City as a consequence of any dispute arising during the period of this agreement.

#### ARTICLE XVII - SAVINGS CLAUSE

17.1 Should any article, section or portion thereof of this agreement be held unlawful and/or unenforceable by any proper state or federal legislative body or court of competent jurisdiction, such a decision shall apply only to the specific article, section, or portion thereof, directly specified in said decision. Upon issuance of said decision the employer and the Union agree to negotiate a substitute for the invalidated article, section or portion thereof.

#### ARTICLE XVIII - TERMINATION AND REOPENING

18.1 Provisions of this agreement shall be effective on the date of execution or July 1, 2005, whichever is later, except as otherwise specifically provided and shall remain in effect through June 30, 2008. Any wage adjustments shall be effective on July 1, 2005, except for the new Fire Inspector certifications provided in Exhibit A, which shall be effective on the first of the pay period following the City's notification of certification by the issuing authority. Either party may request negotiations toward a successor agreement by giving written notice to the other party of such intent not later than January 1 of the year in which the contract expires. Negotiations shall begin not later than February 1 of said year. All initial proposals, including the language necessary for the implementation of such proposals, shall be submitted not later than the second negotiating session.

During such negotiations and during the pendency of all procedures being used for settlement of the dispute under applicable law, the terms and conditions of the contract shall remain in full force and effect but in no event for more than one year after the expiration date.

**CITY OF MEDFORD**

/s/ Michael Dyal

\_\_\_\_\_  
City Manager

5/11/2006

\_\_\_\_\_  
Date

/s/ Gary H. Wheeler

\_\_\_\_\_  
Mayor

5/11/2006

\_\_\_\_\_  
Date

**IAFF - LOCAL 1431**

/s/ Lance E. Gray

\_\_\_\_\_  
Lance E. Gray

5/11/2006

\_\_\_\_\_  
Date

/s/ Timothy G. Harvey

\_\_\_\_\_  
Timothy G. Harvey

5/11/2006

\_\_\_\_\_  
Date

EXHIBIT A

SALARY SCHEDULE

The monthly amounts listed below are to be paid with the understanding they include 12 hours of FLSA overtime pay for every 27-day work period. The hourly rates listed are the base rates on which FLSA overtime included in the monthly amount is computed and from which the monthly amounts are derived.

July 1, 2005

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Firefighter	\$3,838.58 (\$15.8182)	\$4,082.50 (\$16.8234)	\$4,320.92 (\$17.8059)	\$4,559.33 (\$18.7885)	\$4,800.50 (\$19.7824)
Fire Engineer				\$5,037.50 (\$20.7590)	\$5,281.58 (\$21.7646)
Fire Captain				\$5,520.00 (\$22.7473)	\$5,761.17 (\$23.7412)
Fire Inspector I	\$3,838.58	\$4,082.50	\$4,320.92	\$4,559.33	\$4,800.50
Fire Inspector II				\$5,037.50	\$5,281.58
Fire Inspector III				\$5,520.00	\$5,761.17

The above changes reflect a 6% increase in base wages effective July 1, 2005 from the rates in effect on June 30, 2005 under the predecessor agreement.

Effective July 1, 2006, a 4% increase in base wages shall be implemented.

Effective July 1, 2007, a 4% increase in base wages shall be implemented.

Minimum time in for movement in range with satisfactory performance:

- 1 to 2 - 12 months
- 2 to 3 - 12 months
- 3 to 4 - 12 months
- 4 to 5 - 12 months

Advancement from Step 5 Fire Inspector 1 to Step 4 Fire Inspector 2 requires a satisfactory employee performance evaluation and certification as a Fire Inspector 2 through the Oregon Department of Public Safety Standards and Training.

Advancement from Step 5 Fire Inspector 2 to Step 4 Fire Inspector 3 requires a satisfactory employee performance evaluation and certification as a Fire Inspector 3 through the Oregon Department of Public Safety Standards and Training.

At the discretion of the city, hiring or transfers into Fire Prevention may be initially placed anywhere in the Fire Inspector 1-3 salary schedule based on their years of experience and fire prevention certifications / accreditations. Personnel transferring from Operations into Prevention shall be placed on the salary scale so they are at least equal to their current base pay with differentials up to Step 5 of Fire Inspector 3.

Fire Prevention personnel are only eligible for the following differentials:

3% while certified as a ICC Fire Plans Examiner (requires maintenance of certification)

3% while certified as an IAAI Fire Investigator (requires maintenance of certification)

Existing Prevention personnel shall become a Fire Inspector 3 and remain at their current pay level.

Current prevention personnel receiving any other differentials will continue to receive those, however, the total shall not exceed 6%.

If there are changes in the Fair Labor Standards Act or its application which affect the intent of the parties in regard to wages or overtime, the parties agree to make adjustments to rates and/or amounts paid to reflect the intent of the parties.

Employees shall be compensated in accordance with the salary schedule attached to this agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. If any position not listed in the salary schedule is hereafter established by the City, the City shall designate a job classification and pay rate established by the City. In the event the City establishes a classification and pay rate under the Firefighter Agreement, Appendix A, such pay rate shall then be subject to negotiations between the City and the IAFF.

Emergency Medical Technician Certification - Employees holding EMT certification shall receive a salary differential as follows:

Basic	1%
Intermediate	5%
Paramedic	9.5%

The Basic differential of 1% under the predecessor of this agreement shall continue to be paid. Employees hired after July 1, 2005 with a Basic certification shall not be entitled to any differential for such certification.

Hazardous Materials Assignment - A bargaining unit member who is assigned by the City to the Southern Oregon Hazardous Materials Response Team shall receive a three percent (3%) differential while working in such an assignment.

Stability Pay - Only those employees who received stability pay in December 1986 shall receive such pay under this successor agreement. Those employees shall receive the same dollar amounts as they received in 1986. Such monies will be paid in a lump-sum payment prior to December 15 of each year of this agreement.

EXHIBIT B

BENEFITS

1. A full-family dental plan will be provided for the duration of the contract (June 30, 2008).
2. A twenty thousand dollar (\$20,000) life insurance policy will be provided until June 30, 2006, and thereafter a \$50,000 life insurance policy for the duration of the contract (June 30, 2008).
3. A full-family major medical policy will be provided for the duration of the contract (June 30, 2008).
4. An accident insurance plan with State Accident Insurance Fund, or its successor, will be provided for the duration of the contract (June 30, 2008).
5. The City shall continue to contribute the employer's share for Oregon PERS retirement, or its successor. The City shall also pay the 6% employee contribution to Oregon PERS retirement programs.
6. The City shall continue to contribute the employer's share for Social Security, or its successor.
7. A disability insurance plan will be provided for the duration of the contract (June 30, 2008). The maximum benefit provided by this plan shall be \$2,000.
8. The City shall provide a full-family vision plan. This coverage shall be in effect for the duration of the contract (June 30, 2008).
9. Medical, dental, and vision insurance benefits in effect on June 30, 2005 shall remain in effect until December 31, 2005, and the City shall continue to pay 96% of the cost of the premium for said coverage, with the employee paying 4% of the cost of coverage. For coverage for July 1, 2005 to December 31, 2005, the city contribute \$1,150.88 per month and the employee \$47.96 per month. For coverage beginning January 1, 2006, the City shall pay \$1,135.58 and the employee will pay \$47.32 per month, which represents the same 96%/4% sharing arrangement.

Effective for coverage beginning January 1, 2007, the City's share of coverage shall not exceed \$1,200 per month. Costs of coverage exceeding \$1,200 shall be paid by the employee.

Effective for coverage beginning January 1, 2008, the City's share of coverage shall not exceed \$1,250 per month. Costs of coverage exceeding \$1,250 shall be paid by the employee.

It is further understood that, should the Union request a change in insurance carriers at any time during the contract, or its successors, the then-current carrier will have the right to calculate premiums based on the change in enrollment.

10. The City shall pay the premiums for the medical and dental portions of an employee's insurance coverages for up to nine (9) months subject to the following conditions:
  - A. The employee has been off work for ninety (90) calendar days due to a bona fide work-related illness or injury.
  - B. The employee is eligible for long-term disability benefits under the City's LTD insurance policy, and
  - C. The employee is on leave without pay status.
11. Employees may continue to participate in any deferred compensation program offered by the City.
12. Employees shall be permitted to participate in the Internal Revenue Code Section 125 program administered by a vendor chosen by the City. It is understood that the City shall conduct an open enrollment period for this program prior to December 15 each year for the following calendar year's deductions.
13. Effective June 10, 2006, the City shall cause to be established, for the benefit of each employee covered by this agreement at the time of its implementation, an HRA VEBA account, and shall deposit \$250 in such account. HRA VEBA funds, once deposited, are used at the employee's request for reimbursement of eligible medical expenses on behalf of the employee or eligible dependents in accordance with IRS regulations and the rules of the HRA VEBA trust.
14. Any sick leave payment pursuant to Section 13.7 A on or after July 1, 2006 shall be placed in the employee's HRA VEBA account.
15. In the event that health insurance premiums under items #9 above are less than \$1,200 per month during calendar year 2007 or \$1,250 for the period January to June 2008, the City shall contribute the difference between the applicable limit (\$1,200 for 2007 and \$1,250 for 2008) and the monthly premium amount to each employee's HRA VEBA account, said deposits to occur on a per pay period basis.

## EXHIBIT C

### CITY OF MEDFORD FIRE DEPARTMENT PHYSICALS PROGRAM FOR INFORMATIONAL PURPOSES ONLY

	<b><u>Under 30</u></b>	<b><u>30-40 years</u></b>	<b><u>40 years and over</u></b>
<b>Standard physical</b>	Every 3 years	Every 2 years	Every year
<b>EKG with interpretation</b>	Physician discretion	Every 2 years after age 35	Every year unless scheduled for stress test
<b>Chest X-ray</b>	At hire	Every 2 years	Annual
<b>Stress Test</b>	Physician discretion	Physician discretion	*Every year or at physician's discretion

Standard Firefighter physicals include the following.

- Audiogram
- Spirometry (pulmonary function test)
- Urinalysis
- Visual acuity
- Stool for occult blood
- PPD

Lab

- CBC
- CMP-13
- Uric acid
- Coronary risk panel
- PCB
- Cyanide
- Blood lead

\*Stress tests will be recommended by the provider based on presence of multiple risk factors for heart disease.

## EXHIBIT D

### CITY OF MEDFORD/IAFF DRUG AND ALCOHOL POLICY

The City believes we all have a responsibility to our employees, to those who use our services, and to the general public to ensure safe operating and working conditions and a productive workplace. To satisfy these responsibilities, we must establish a work environment in which employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, the City has adopted this drug and alcohol policy which becomes effective upon signing.

The following conditions and activities are expressly prohibited:

The manufacture, sale, use, possession, or distribution of any controlled or illegal substance (except strictly in accordance with medical authorization or authorized by the City for job related activities) or any other substances which impair job performance or pose a hazard, when use or possession occurs on City premises or property, or during work time, or while representing the City in any work-related fashion. City premises includes any and all property rented, leased, owned or controlled by the City including parking lots.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug in one's system while covered by this policy will be considered to be a violation.

Failing to fully cooperate with any aspect of our enforcement of this policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered urine samples; refusal to submit to searches of personal possessions required by this policy, failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.

Failing to promptly report conviction, arrest or plea bargaining for an alcohol or drug-related criminal offense. All drug and alcohol related convictions, plea bargains and arrests must be promptly reported to the City. This obligation to disclose applies to all convictions, arrests or plea bargaining which occur after the effective date of this policy.

Employees who are medically authorized to use drugs or other substances which can impair job performance are responsible to determine from the physician whether or not the substance can impair job performance. If it can, the employee must report the use of the substance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using such authorized drugs.

#### Reasonable Suspicion Testing

Where we have a reasonable suspicion that an employee is in violation of this policy, the employee will be required to submit to testing to determine the presence or use or any involvement with alcohol or drugs. We reserve the right to determine whether reasonable suspicion exists. Any job related accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion when human factors contribute to the occurrence and a question of sobriety exists. The Personnel office shall be consulted prior to testing being required.

### Post Accident Testing

Any employee involved in a job-related accident resulting in property damage in excess of \$1,000 or physical injury requiring off-site medical attention will be required to submit to testing to determine the presence or use or any involvement with alcohol or drugs unless the City determines in its discretion that the accident was not caused by alcohol or drug use.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. A supervisor or management employee will arrange for transportation.

### Random Testing

Unless required by state or federal law or regulations, random testing shall not be permitted under this policy.

### Other Testing

We will also conduct testing as required under the provisions of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the City's policy as well as any government programs.

### Retest

Employees may request that any samples be split into two parts, with one part tested and the other retained by the testing laboratory for future testing in the event of a positive test result. If any employee requests a new test, such test will be at the employee's expense and must be conducted by a laboratory which is acceptable under this policy. A list of approved laboratories will be provided upon request.

Testing will be done by a Federal Department of Health and Human Services approved laboratory. The procedure used in obtaining a sample for testing shall be one that protects the authenticity and reliability of the sample and the privacy of the individual.

### Safeguards

Any employee who believes that his/her specimen was not collected in accordance with established procedures must report any deficiencies to the City. Test results and other information concerning drug or alcohol investigations will be treated confidentially and released only when there is a need to know. The employee shall be notified as to when and to whom information is released.

### Searches

We reserve the right to inspect and/or search any employee's personal property on our premises if we reasonably believe that our policy has been violated. Refusal to submit to any such inspection or refusal to cooperate in any investigation will result in disciplinary action which could include termination. Such search will be conducted by two management or supervisory employees and observed by a Union representative, and when feasible, by the employee. No employee will be forcibly searched or detained, and efforts will be made to respect integrity and privacy.

### Employee Assistance Program

Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program without jeopardizing his or her employment as long as this assistance is sought 24 hours before testing has been required. Other

treatment programs for drug and alcohol problems may be available through the City's health insurance coverage.

#### Discipline

Any employee who is found to be in violation of this policy, or who refuses to submit to testing as required, or who refuses to cooperate or attempts to subvert the testing process will be subject to disciplinary action up to and including termination of employment. The City also reserves the right to involve law enforcement officials for any conduct which it believes might be in violation of state or federal law according to the provisions under this policy.

As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in a drug or alcohol treatment program. An employee who is so required will be evaluated for drug and alcohol use by a professional in this field. Where such an evaluation is scheduled, we will pay the cost. An employee may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct which led to the employee's mandated participation in an alcohol and drug treatment program, the employee may be required to submit to random or unannounced screening for alcohol and/or drugs for a specified period of time not to exceed 18 months and to meet various performance standards which are imposed as a condition of continuing employment.

#### Employee Rights

1. 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.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. All negative results will be kept confidential by the City.
3. Any employee who tests positive shall 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 custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with the grievance article of this Agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary interview he will be advised of the purpose of the investigation and informed that:

“The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence

resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination.”

#### Union Held Harmless

This drug and alcohol policy is initiated solely at the request of the City. The union shall be held harmless for the violation of any employees rights arising from the agreeing to and/or signing of this policy. The City agrees to indemnify, defend, and hold the Union harmless against any claims made or suits brought against the Union as a result of this policy.

#### Definitions

Reasonable suspicion is specific articulable observations which would reasonably lead a supervisor to believe an employee is under the influence of alcohol or drugs while on the job. Specific observations may include, but are not limited to, the work performance, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Under the influence is defined as a detectable level of drugs in an employee’s blood or urine as set forth in Federal drug testing standards or any noticeable or perceptible impairment of the employee’s mental or physical faculties. For alcohol, the level shall be .02 per cent.

Controlled substances are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law.

Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription drugs are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

LETTER OF UNDERSTANDING

Implementation of Bi-Weekly Pay Date

If the City exercises its options to convert to a bi-weekly payroll, wages shall be converted as follows:

Fire Inspectors - Monthly salaries will be multiplied by twelve and divided by 26 to give the bi-weekly rate. Example: Currently monthly salary is \$2,649. Current semi-monthly amount is \$1,324.50. Bi-weekly amount equals  $\$2,649 \times 12 \text{ divided by } 26 = \$1,223$ .

All Others - Same as above with the understanding that the amount paid on a monthly basis will be converted to bi-weekly amount that includes FLSA overtime money (twelve hours every 27 day work period.)

Implementation Schedule - The City will begin the first bi-weekly payroll period on the first on a month with the first pay date to be the third Friday of the month. As an alternative, the first bi-weekly period will begin on the 16th of a month with the first pay date to be the second Friday of the following month.

(Signed) Daniel Patterson  
FOR IAFF

(Signed) Lou Hannum  
For the City

February 7, 1986  
Date

February 7, 1986  
Date