

RESOLUTION NO. 2021-62

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND
FOREST GROVE PAID FIREFIGHTER'S ASSOCIATION (FGPFA),
EFFECTIVE JULY 1, 2021 AND EXPIRING JUNE 30, 2024**

WHEREAS, representatives of the City of Forest Grove and Forest Grove Paid Firefighter's Association (FGPFA) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2021, through June 30, 2024; and

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

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

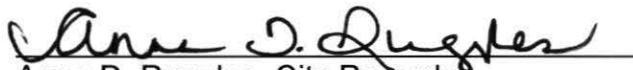
Section 1: That the City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and FGPFA.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2021, and expiring June 30, 2024.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2021, and expiring June 30, 2024.

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

PRESENTED AND PASSED this 22nd day of November, 2021.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 22nd day of November, 2021.



Peter B. Truax, Mayor

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON

AND

FOREST GROVE PAID FIREFIGHTER'S ASSOCIATION

JULY 1, 2021 TO JUNE 30, 2024

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AGREEMENT

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

ARTICLE 1 - RECOGNITION

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

Firefighter
Apparatus Operator
Fire Inspector I
Deputy Fire Marshal
Fire Lieutenant
Fire Captain

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

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

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, determining the financial, budgetary, accounting and organizational policies and procedures of the City; directing the activities of the Fire Department; determining standards and levels of service and

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

- 2.2 Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 21. It is further agreed that the City retains all rights, powers, and privileges not expressly limited by a provision of this Agreement. Aside from the management rights preserved above, nothing in this Agreement shall be construed as a waiver of the Association's right to bargain any mandatory issues or changes that may rise during the course of this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

- 3.1 It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.
- 3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation, Association affiliation or other status protected by state or federal law. The parties agree that nothing in this Agreement shall interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law.
- 3.3 All references to employees in this Agreement designate both sexes and, whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

- 4.1 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slow-down strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

- 4.2 In the event of a violation of this article by the Association and/or the employees, the Employer may, in addition to other remedies, discipline such employees up to and including discharge.
- 4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. The Association shall be the holder of all records regarding employee membership status in the Association and any disputes about employee membership status shall be resolved by the Association. The City will deduct from an Association member's pay and remit monthly to the Association the normal and usual dues, fees, and assessments uniformly required of its members. The Association will notify the City in writing of the monthly amount of Association dues, fees, and assessments. Employees who are not members of the Association may voluntarily agree to pay representation fees to the Association as specified in a written payroll deduction authorization between the Association and the employee.
- 5.2 Any employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, a written payroll deduction authorization authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Association. The Association shall also forward to the City the written payroll deduction authorization of any employee who is not a member of the Association but who has voluntarily agreed to pay representation fees to the Association. The City will adhere to all provisions in the written authorizations discussed above. The City shall refer bargaining unit employees to the Association for answers to questions about payroll deduction authorization.
- 5.3 The City agrees to deduct Association dues from the paycheck of each employee member covered by this Agreement. The amounts to be deducted shall be certified to the City by the Association by the fifteenth (15th) day of the month for the succeeding month. The City shall not be held liable for check off error, but, upon written notification from the Association, shall make proper adjustments as soon as practicable. The Association agrees to indemnify, defend and hold the City harmless from any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of Sections 5.1 and 5.2. This includes all costs associated with the claim, including attorney fees, court costs, and similar. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the Association shall be solely responsible for any reimbursement to affected employees.

ARTICLE 6 - HOURS OF WORK

- 6.1 Except as discussed below, the standard work period for twenty-four (24)-hour shift employees covered by this Agreement shall be twenty-seven (27) days, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. The standard work period for forty (40)-hour employees shall be a schedule normally consisting of five

(5) eight (8) hour days or four (4) ten (10) hour days. The traditional work period for shift employees is a schedule consisting of twenty-four (24) hours on/forty-eight (48) hours off. The twenty-four (24)/forty-eight (48)-hour schedule and the forty (40)-hour workweek are referred to as “traditional schedules.”

Personnel assigned to a traditional twenty-four (24) on /forty-eight (48) off schedule shall be granted one “Kelly” day after every sixteen (16) shifts in order to maintain a fifty-two point six four (52.64)-hour week. Trading of “Kelly” days is prohibited.

6.2 The Fire Chief or their designee may establish non-traditional schedules for employees on twenty-four (24)/forty-eight (48) schedule at their sole discretion, including one (1) and two (2) person alternative staffing and other shift models. No more than five (5) bargaining unit employees shall be assigned to non-traditional work schedules at any given time. Examples include:

1. A 40-hour workweek consisting of ten (10) hour and/or eight (8) hour shifts.
2. A 48-hour workweek consisting of twelve (12) hour shifts.
3. A thirteen (13)-hour shift on the following two (2)-week rotation (2-2-3):
 - Week One: two (2) thirteen (13)-hour shifts followed by two (2) days off and then three (3) thirteen (13)-hour shifts (65-hour workweek).
 - Week Two: two (2) days off followed by two (2) thirteen (13)-hour shifts and then three (3) days off (26-hour workweek).

When staffing apparatus with a single employee utilizing non-traditional schedules, the Fire Chief or their designee shall assign one (1) Lieutenant Paramedic or AIC qualified Paramedic to one (1) of the schedules as outlined in Section 6.2.

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

None of the mentioned schedules shall be construed as to prohibit the use of employees for “up-staffing” of apparatus for special events, including red-flag fire weather, community events, etc., in accordance with Article 7 (Overtime).

New hires may be assigned a 40-hour week schedule at the discretion of the Fire Chief or their designee.

The Fire Chief or their designee shall determine the starting and ending times of work schedules to meet operational needs and will provide two (2) weeks’ notice (or sooner upon mutual agreement between the employee and the department) prior to implementing a non-traditional schedule or changing start and stop times. Assignment of employees to a non-traditional work schedule will be based upon the operational requirements as determined by the Fire Chief or designee, including factors such as the rank and/or certification level of the employee on the following basis:

1. Voluntary
2. Reverse Seniority

Section 6.2 only applies to employees who would otherwise be assigned to a twenty-four (24)/forty-eight (48) schedule. For example, this section does not apply the Deputy Fire Marshal currently working a forty (40)/ten (10) schedule.

- 6.3 The ability to implement non-traditional work schedule is in response to the City agreeing to implement one “Kelly” day every sixteen (16) shifts. If, at any time in the future, the Association bargains and the City agrees to increase the frequency of “Kelly” days, the Department is authorized to increase the number of employees assigned to a non-traditional work schedule.
- 6.4 Temporary firefighters may cover short-term needs to fill vacancies as the fourth (4th) career staff firefighter for long-term disability of the same career staff firefighter for four (4) or more consecutive shifts, and for educational coverage. Temporary firefighters may work a maximum of one thousand twenty-four (1024) hours in a twelve (12)-month period, and there will only be one (1) temporary firefighter on duty per twenty-four (24)-hour shift.

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

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

Temporary firefighters may drive (if trained and qualified):

- Rescue
- Type VI brush rigs
- Staff vehicles
- Heavy brush (Type III) units

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

- Fire engines
- Ladder trucks
- Water tenders

Hiring of a temporary firefighter for long-term disability will be at the sole discretion of the Fire Chief or their designee. Hiring a temporary firefighter for educational coverage will be at the discretion of the Fire Chief or their designee.

- 6.4 Relief shifts shall be scheduled according to seniority in the following manner:
1. Starting from the most senior employee in a job class and through the least senior, the shift or hours of a shift needing coverage shall be offered.
 2. Relief shift or hours of a shift worked shall be tallied, and this tally will determine the employee’s position on the relief shift rotation list.

3. Subsequent relief shifts or hours needed to cover a shift shall be offered to the employee in the affected classification with the least total hours.
4. The tally of hours worked on relief shall be zeroed out at the beginning of a ratified contract.
- 6.5 Employees shall be assigned to a work schedule by the Fire Chief or designee, and may be reassigned consistent with operational requirements. Work schedules showing shift, work day, and hours assigned shall be posted.
- 6.6 The City shall provide rest periods as required by law and when feasible based on operations.
- 6.7 When fire suppression personnel are subjected to fire combat duty of at least two (2) hours, the Fire Chief or designee may authorize the provision of an appropriate meal for affected personnel.
- 6.8 The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within twelve (12) months. The Fire Chief or designee may approve exceptions to trade shifts on a case-by-case basis if operational requirements warrant. No trade shift shall result in any cost to the City where such cost would be controllable. The City reserves the right to limit trade shifts to no more than two (2) sequential shifts. A minimum of one (1) ALS (Paramedic) unit must be staffed on each shift for the purpose of trade shifts.

In the event that a shift will be working short one (1) or more members for an extended amount of time, that open position will become available for other Association members on other shifts to trade into. Trades into that open shift will occur in accordance with current shift trading policies.

ARTICLE 7 - OVERTIME

- 7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Fire Department.
- 7.2 Employees assigned to work twenty-four (24)/forty-eight (48) shifts or a non-traditional schedule shall be compensated at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of two hundred four (204) hours in a twenty-seven (27)-day cycle. Forty (40)-hour employees shall be compensated at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of forty (40) in a one (1) week pay period.
- 7.3 Employees assigned to a relief shift shall be compensated at one and one-half (1 1/2) times their regular rate of pay when required to return to work, while off duty, in response to an alarm.
- 7.4 Employees working fifty-two point six four (52.64) hours per week shall be paid at the overtime rate for hours worked or for a minimum of one (1) hour when called back to work on an off-duty day.

- 7.5 Overtime shall be computed to the nearest one-quarter (1/4) hour.
- 7.6 For the purpose of computing overtime to be paid in accordance with this article, the effects of shift trading and regular shift reassignment shall not be included.
- 7.7 Off-duty employees required to report to court in connection with their official duties, as an employee of the City, shall receive a minimum of two (2) hours of compensation at their overtime rate or actual hours of work, whichever is greater. In order to be eligible for this compensation, employees shall be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.
- 7.8 Up to sixty (60) hours of pay in excess of straight time for regularly scheduled work hours in excess of two hundred four (204) hours in a twenty-seven (27)-day FLSA cycle may be paid in the form of compensatory time in a calendar year. The maximum compensatory time accrual shall be sixty (60) hours. Compensatory time will be scheduled in accordance with current department practice.

ARTICLE 8 - SICK LEAVE

- 8.1 All regular fifty-two point six four (52.64)-hour week employees shall be entitled to sick leave benefits at the rate of sixteen (16) hours for each full month of service. The maximum accrual shall be one thousand five hundred seventy-eight (1,578) hours. Forty (40)-hour employees shall be entitled to sick leave benefits at the rate of eight (8) hours per month for each full month of service. The maximum accrual shall be one thousand two hundred (1,200) hours.

For employees on the identified non-traditional schedules (i.e. employees who would otherwise be assigned to a twenty-four (24)/forty-eight (48) schedule), accruals shall be as follows:

Schedule	Monthly Accrual	Maximum Accrual
48 hour/week	12 hours	1,200
45.5 hour/week	11 hours	1,200
40 hour/week	8 hours	1,200

- 8.2 When employees are terminated, all accrued sick leave credits shall be canceled.
- 8.3 The City may require acknowledgment from the employee’s doctor with regard to time off due to illness or off the job injury. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City.
- 8.4 Sick leave may be used for the following reasons:
 - For an employee’s mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours).

- For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
- As specified in Article 10 – Leave of Absence, for Oregon Family Leave (OFLA) Bereavement Leave and family and medical leave.
- Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).
- For a purpose specified in Oregon’s Domestic Violence, Sexual Assault or Stalking Leave Law (ORS 659A.272).
- In the event of a public health emergency, including but not limited to: (a) Closure of the employee’s place of business, or the school or place of care of the employee’s child, by order of a public official due to a public health emergency; (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

When an employee must be away from the job because of illness in the immediate family, such time off may be granted by the Fire Chief or designee on a day-to-day basis and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision.

8.5 Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment when injury resulted from employment with other than the City of Forest Grove.

8.6 *Upon retirement of a twenty-four (24)-hour employee, a dollar amount based on the following table shall be credited to the employee’s retirement account:

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

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

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

*Note: Section 8.6 will either need to be amended in the retirement plan and contract revised via MOU OR employees will be required to move to one (1) of the shifts above at least three (3) months prior to retiring.

ARTICLE 9 - ON-THE-JOB INJURY

- 9.1 Association members who sustain an injury, illness, or accident compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness, or accident shall be compensated by the City's insurance carrier for the period of time loss.
- 9.2 The difference between the Worker's Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, may be supplemented by the use of a prorated share of the employee's accrued leave time until such leave time is exhausted. Whenever an employee receives a check from the City's insurance carrier, the Association member shall report the amount and the period which it represents to the City's payroll department.
- 9.3 It is in the mutual interest of the City and the Association to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the department for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment until such time as the Association member is released for normal duties. It is the intention of this Section 9.3 to provide a limited duty assignment for a reasonable period of time and not as an indefinite assignment.

A fifty-two point six four (52.64)-hour workweek employee or an employee assigned to a non-traditional schedule who is temporarily assigned to work a 40-hour workweek due to an approved limited duty assignment shall:

1. Have the recognized City holidays off and be required to use accrued paid leave for the hours they were scheduled to work; and
2. Accrue vacation and sick leave in accordance with the schedules in Sections 8.1 and 14.1 for 40-hour workweek employees if limited duty assignment continues beyond fourteen (14) days.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 In the event of the death of a member of an employee's immediate household, including wife, husband, same-sex domestic partner, parent, child or step child, child or step child

of the same-sex domestic partner, the Fire Chief or designee shall grant leave with pay for fifty-two point six four (52.64)-hour/week shift employees not to exceed four (4) twenty-four (24)-hour shifts and for forty (40)-hour employees and employees on a non-traditional schedule not to exceed two (2) weeks.

In the event of the death of a sister, brother, grandchild, grandparent, and in-laws, the Fire Chief or designee shall grant leave with pay for fifty-two point six four (52.64)-hour/week not to exceed two (2) twenty-four (24)-hour shifts to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Forty (40)-hour employees and employees on a non-traditional schedule shall receive up to one (1) week of leave with pay.

OFLA BEREAVEMENT LEAVE. An employee may request additional unpaid leave under the Oregon Family Leave Act (OFLA) to attend the funeral or an alternative to a funeral of a covered family member as defined by OFLA (the employee's spouse, parent, parent-in-law, child, grandparent, grandchild, same sex domestic partner and an individual standing in loco parentis), to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. An eligible employee may take up to fourteen (14) calendar days of leave within a twelve (12)-month period per death of a covered family member. Bereavement Leave taken under the provisions of this Section, Section 10.1, and Section 10.4 will be combined and credited against the employee's twelve (12) weeks of family leave allowed under OFLA. Per City policy, employees will be required to use appropriate available accrued paid leave to cover OFLA Bereavement Leave absences. Bereavement leave will be credited against the employee's twelve (12) weeks of leave under OFLA.

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

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

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

ARTICLE 11 - OUTSIDE EMPLOYMENT

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

ARTICLE 12 - INSURANCE

- 12.1 Effective January 1, 2019, the City will allow the members of the Bargaining Unit, as a group, to join the Northwest Firefighters Relief Association (NFRA) Healthcare Trust. The City's premium contribution for medical, vision and dental insurance will be set at ninety-five percent (95%) of the composite premium rate of whichever plan is selected by the employee. If the Trust changes to a tiered from a composite premium structure, the City and Union agree to reopen Article 12 to negotiate the change.

The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

- 12.2 Upon retirement from City service, employees shall be subject to the terms and conditions of the Trust and shall not be eligible to enroll in the City's group medical insurance coverage.
- 12.3 The City shall provide a life insurance policy on each employee in an amount equal to their annual salary rounded to the nearest thousand dollars.
- 12.4 The City shall provide long-term disability insurance. The coverage shall provide an employee unable to work due to an accident or illness for ninety (90) days with a maximum of sixty-six and two-thirds (66 2/3) of the first seven thousand five hundred (\$7,500) of monthly salary up to a maximum of five thousand (\$5,000) per month up to age sixty-five (65) or until the employee is able to return to work.
- 12.5 Voluntary Employees' Beneficiary Association (VEBA)

Effective January 1, 2019, the City shall make monthly contributions to a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code, for each employee of the Association who is eligible for, and enrolls in, one of the NFRA Health Insurance Plans listed below in the following amounts:

- a. Regence Premier Plan: amount equal to one percent (1%) of the employee's base salary
- b. Regence Advantage Plan: amount equal to one percent (1%) of the employee's base salary
- c. Regence Select Plan: four hundred (\$400.00) per month
- d. Kaiser HMO Plan: four hundred (\$400.00) per month

ARTICLE 13 - RETIREMENT

- 13.1 The City agrees to provide a retirement plan(s) to ensure a retirement benefit equal to or better than that provided by the Public Employees Retirement System (PERS) as required by statute. The City shall pay the employee's contribution to that plan.
- 13.2 All employees hired on or after February 1, 2016, shall be enrolled in Oregon Public Employee's Retirement System (PERS). The City shall pay the employee's contribution to that plan.

ARTICLE 14 - VACATION

- 14.1 After having served continuously in the City service for twelve (12) full calendar months, all fifty-two point six four (52.64)-hour employees shall be credited with one hundred forty-four (144) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

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

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

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

After serving twelve (12) full calendar months, all forty-eight (48)-hour employees shall be credited with ninety-six (96) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 60 months/ 1+ - 5 Years	8.00	8.00
60+ - 120 months/ 5+ - 10 Years	9.60	9.60
120+ - 180 months/ 10+ - 15 years	12.00	12.00
180+ - 240 months/ 15+ - 20 Years	16.00	16.00
240+ months/ 20 years	20.00	20.00

After serving twelve (12) full calendar months, all forty-five and one half (45.5)-hour employees shall be credited with ninety-one (91) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 60 months/ 1+ - 5 years	7.59	7
60+ - 120 months/ 5+ - 10 years	9.10	8.40
120+ - 180 months/ 10+ - 15 years	11.37	10.50
180+ - 240 months/ 15+ - 20 Years	15.17	14.00
240+ months/ 20 years	18.96	17.50

- 14.2 “Continuous Service” is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any other paid leave allowed under this Agreement. Time spent on other types of authorized leave shall not count as time of continuous service unless otherwise required by law; except that employees returning from such leave or employees who are laid off shall be entitled to credit for service prior to the leave or layoff.
- 14.3 Whenever possible consistent with the needs of the department (as determined by the Fire Chief), employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise vacation selection only once each year, completed by February 1st.
- 14.4 A schedule of each employee’s vacation time shall be posted and the roster board shall show that they are listed on vacation.
- 14.5 Upon termination of an employee for any reason, or in the event of their death, the employee or their estate shall be paid a lump sum of all earned but unused vacation credits.
- 14.6 An employee who is about to lose vacation credit due to maximum accrual may petition to the City Manager or a designee to carry over additional hours. The decision of the City Manager or a designee shall not be subject to the grievance procedure.

ARTICLE 15 – HOLIDAYS AND PAID TIME OFF

15.1 Holidays

All fifty-two point six four (52.64)-hour shift personnel, in lieu of the recognized City holidays, shall be granted five (5) shifts off per year to be scheduled with approval of the Fire Chief. Holiday time shall be accrued at the rate of ten (10) hours per month. Employees assigned to a 40-hour workweek or employees assigned to a non-traditional

work schedule shall receive the same holidays as the general employees plus one (1) additional personal holiday.

Upon termination of an employee for any reason, or in the event of their death, the employee or their estate shall be paid a lump sum for all earned but unused accrued holiday time.

ARTICLE 16 - MAXIMUM LEAVE TIME ACCRUAL CARRYOVER AND CONVERSION

16.1 A maximum of one hundred forty percent (140%) of an employee’s yearly accrual of vacation leave and holiday leave benefits, total for both benefits, may be carried over as of December 31st of each calendar year.

Employees assigned to a forty (40)-hour workweek may carry over a maximum of one hundred forty percent (140%) of their yearly accrual of vacation leave benefits as of December 31st of each calendar year.

16.2 The following rules for converting paid time off will be used when members of the union transfer between fifty-two point six four (52.64)-hour and forty (40)-hour workweeks:

- a. The factor that will be used to convert an employee’s leave banks (sick and vacation) due to a change from a fifty-two point six four (52.64)-hour workweek to a forty (40)-hour work week is point seven five nine eight (0.7598) (52.64-hour leave balance times 0.7598 equals new balance).
- b. The factor that will be used to convert an employee’s leave banks (sick and vacation) due to a change from a forty (40)-hour workweek to a fifty-two point six four (52.64)-hour work week is one point three one six (1.316)(40-hour leave balance times 1.316 equals new balance).

The same calculation model will be applied for employees transferring between any work schedules. The conversion factors are outlined below:

From	To	Conversion Factor	From	To	Conversion Factor
52.64	48	1.0966	48	52.64	.9118
52.64	45.5	1.1569	45.5	52.64	.8643
52.64	40	1.3160	40	52.64	.7598
48	45.5	1.0549	45.5	48	.9479
48	40	1.2000	40	48	.8333
45.5	40	1.1375	40	45.5	.8791

16.3 The holiday leave balance of an employee who changes from a fifty-two point six four (52.64)-hour to a forty (40)-hour workweek will be paid out at the time of transfer, or credited to the member’s compensatory leave balance, or a combination thereof based on mutual agreement of the parties.

16.4 A fifty-two point six four (52.64)-hour workweek employee or employee assigned to a non-traditional schedule who is temporarily assigned to work a forty (40)-hour work week due to an approved limited duty assignment shall:

1. Have the recognized City holidays off and be required to use accrued paid leave for the hours they were scheduled to work; and
2. Accrue vacation and sick leave in accordance with the schedules in Sections 8.1 and 14.1 for forty (40)-hour workweek employees if limited duty assignment continues beyond fourteen (14) days.

ARTICLE 17 - PROBATIONARY EMPLOYEES

- 17.1 All original and promotional appointments shall be made for a probationary period of one (1) year. The probationary period shall be deemed as part of the examining process for determining the qualification of the employee for regular employment status. A probationary employee may be dismissed or demoted, and shall not have recourse to the grievance procedure. Regular employee is defined as an employee who has successfully completed the probationary period. During the original probationary period, an employee may be terminated without good cause or appeal.
- 17.2 If the City determines at any time in its sole judgment (meaning without good cause) during the promotional probationary period that a promoted employee is not suitable to attain regular status, the employee shall be returned to their former classification and rate of pay without loss of seniority in the former classification and without recourse to the grievance procedure.
- 17.3 If an employee is promoted during their original probationary period (initial twelve (12) months of service with the City), the promoted employee will serve the remaining original probationary time concurrently with the probationary period of the promotion.

ARTICLE 18 - SENIORITY

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

18.4 The current seniority list is attached as Schedule B. This list is effective 7/1/2008. Changes to this list due to terminations or new hires will be compiled by the City as needed by the parties. Whenever a change to the list is made, a revised list will be forwarded to the Association upon request.

ARTICLE 19 - SUBSTANCE ABUSE POLICY

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

ARTICLE 20 - DISCIPLINARY ACTION

20.1 Discipline shall be limited to oral warning, written reprimand, denial of special privileges when imposed as part of disciplinary action, suspension, demotion, and dismissal, as warranted by the circumstances and the nature of the offense. If the City has reason to discipline an employee, the supervisor imposing the discipline shall make reasonable effort to avoid taking the action in the presence of other employees or the public. Notices of disciplinary action shall be in writing and given to the employee prior to taking the action, except in the case of written reprimands and oral warnings; in the case of oral warnings, employee shall receive confirmation in writing after the action is taken. No employee shall be issued a reprimand, demoted, suspended, or dismissed without just cause. It is recognized that job related counseling or admonishment shall not be considered to be an investigatory interview for purposes of disciplinary action under this Article 20.

Due Process. Pre-disciplinary "due process" means written notice of the specific charges, notice of the maximum range of disciplinary action under consideration, and an opportunity to meet with the decision maker and their designee in order to refute, mitigate, or defend against the charges. Oral warnings are not subject to due process. The employee of the Union may submit a written rebuttal to a written reprimand which shall be maintained with the record of reprimand.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

21.1 For the purpose of this Agreement, a grievance is defined as any one of the following:

- A. A claim by an affected employee covered by this Agreement and that a specific provision or clause of this Agreement has been violated.
- B. A claim by the Union's Executive Committee that a specific provision or clause of this Agreement has been violated.

21.2 Filing a grievance. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and the Union will attempt to resolve the issue informally.

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

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

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

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

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

21.4 A grievance shall be processed as follows:

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

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

Step 2: If unresolved by the parties within fifteen (15) calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Division Chief, a written statement per 21.2 of the alleged violation and remedies sought dated and signed by employee and/or the Union's Executive Committee with a copy to the City's Human Resource Manager. Such submission must be made within fifteen (15) calendar days following inaction or rejection by the Step 1 supervisor.

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

Step 4: If the grievance is unresolved at Step 3, the grievance may be referred to the City Manager within ten (10) calendar days of the rejection or inaction at Step 3

Step 5: If the grievance is unresolved at Step 4, the grievance may be submitted to arbitration at the mutual consent of the parties within ten (10) calendar days of the rejection or inaction at Step 4. If no mutual consent is achieved, the grievance is considered resolved at Step 4.

If the grievance is submitted to arbitration by mutual consent of the parties, within ten (10) days of such notice, a request will be made to the Oregon State Conciliation

Service for a list of seven (7) qualified arbitrators residing in Oregon. The City and the Union will alternately strike six (6) names from the list. The party to strike first will be determined by coin flip. The last name remaining will be the arbitrator. The parties agree that, if possible, no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved. Expenses of the arbitrator and costs incident to the conduct of the hearing will be paid split equally between the parties.

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

ARTICLE 22 - AGENTS OF THE ASSOCIATION

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

ARTICLE 23 - SCHEDULE "A" WAGES

23.1 The parties agreed to implement Kelly Days (Article 6) upon ratification in lieu of annual cost of living adjustment for 2021.

Effective July 1, 2022 and July 1, 2023, all classification ranges shall be increased by three percent (3%).

23.2 Each employee shall be evaluated in writing on a form prescribed by the City Manager in conformance with time periods noted in the salary schedule. Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance. A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.

23.3 Whenever an employee is appointed to a position in a higher classification, they shall receive at least the next higher salary in the new salary range. This salary increase shall be effective the nearest pay period following notification of appointment.

23.4 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall not have a direct cost to the City and employee participation shall be voluntary. Effective January 1, 2012, employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.

- 23.5 With the exception of those situations described in Section 23.6, employees assigned temporarily the duties and responsibilities of a higher classification for a minimum of twelve (12) hours shall receive an additional five percent (5%) increase of their base salary for the total time of the assignment.
- 23.6 The lieutenant position was created, in part, to provide routine coverage during a Captain's absence. In the event of a long-term absence of a Captain (defined as greater than two hundred forty (240) consecutive hours absent, the equivalent of ten (10) twenty-four (24)-hour shifts or approximately thirty (30) days), the Fire Chief can appoint a Lieutenant as an Acting Captain. The appointed Lieutenant will receive a five (5%) increase in base salary while appointed as an Acting Captain.

ARTICLE 24 - INCENTIVE PAY

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

Intermediate EMT certification	4%
Paramedic EMT	10%

All incentives are calculated on the base pay for the sixth (6th) step of Firefighter. The employee must make application to receive incentive pay and there shall be no retroactivity. Incentive awards shall commence the first (1st) of the month following approval by the Fire Chief or their designee.

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

24.2 The City shall establish an incentive award of two percent (2%) for employees with an acceptable Associate's degree and four percent (4%) for an acceptable Bachelor's degree subject to the following conditions:

- a. The two percent (2%) or four (4%) awards may not be combined.
- b. Due to the EMT incentives listed in this article and/or the minimum job requirements of some classifications, no employee shall receive Associate's Degree premium pay for an EMS-related degree. This provision is effective for employees hired after November 1, 2021.
- c. The employee must have successfully completed their initial employment probation period.

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

EMS Quality Improvement	5%
EMS Training Administration	5%

ARTICLE 25 – CLOTHING

- 25.1 The City shall furnish clothing and uniforms required in the performance of City duties to include, but not limited to, the list in Section 25.4 to all employees before their first (1st) day of employment. Should the City be unable to procure any uniform item required in Section 25.4 for newly hired employees, the City will notify the Association as soon as they become aware of the supply chain issue and will procure the items as soon as reasonably possible. All badges, patches, and logos will be provided by the City. The clothing and uniform design shall be determined by the Fire Chief. The replacement of these items will be on an exchange program with new items.
- 25.2 Damage to uniforms due to unauthorized use will be repaired or replaced at the Association member's expense. Uniforms are to be worn only on duty, or directly to and from work and other special occasions by permission of the Fire Chief or their designee. Personal protective equipment shall be used only for firefighter, rescue and EMS training and duties. Any other use requires permission of the Fire Chief or their designee.
- 25.3 All personal protective clothing required for the performance of firefighting duties and the safety of the fire personnel shall be provided to all employees. PPE shall meet or exceed NFPA, OR-OSHA, or ANSI (eyewear only) standards.
- 25.4 Clothing list
3 (or 4 for forty (40)-hour employees) Class B blue Nomex uniform shirts.
3 (or 4 for forty (40)-hour employees) Class B blue Nomex uniform trousers.
7 blue Forest Grove Fire & Rescue T-shirts.
2 Forest Grove Fire & Rescue cotton blue work sweatshirts.
1 all weather jacket
1 pair of uniform boots
1 uniform belt.
- Workout apparel to match duty T-shirts
1 pair of workout shorts
1 pair of workout sweatpants
- Uniforms may be replaced on an as needed basis at the discretion of the Fire Chief or their designee.
- 25.5 All uniforms and personal protective clothing shall be kept clean at all times to maintain a positive and professional image to the public.
- 25.6 A full class A uniform will be provided to each member of the Association once they have successfully passed their probation period with the City. These items shall include, hat, jacket, pants, shirt, badge, tie, belt, and shoes. The repair or alteration of these items will be at the Association members' expense, once the uniform has been fitted.

ARTICLE 26 - BOOKS AND TUITION

26.1 Employees may request reimbursement for books and tuition for college level course work relevant to their position in the department. This may include but is not limited to Advanced EMT, EMT Intermediate and Paramedic courses for certification. Requests for reimbursement must be approved by the Fire Chief prior to enrollment and shall be contingent upon completion of the course with a passing grade and available funding within the department.

ARTICLE 27 - WORKING RULES

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

ARTICLE 28 - SAFETY PROGRAM

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

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

28.3 NFPA 1582 Medical Evaluations: See Attachment A

ARTICLE 29 - PERSONNEL FILE

29.1 A personnel file shall be initiated and maintained for each employee. Personnel files shall be considered confidential and shall be accessible only to the employee, the City Manager, the Personnel Officer, the Fire Chief, and the supervisor, with the approval of the Fire Chief. An employee shall have the right to review and obtain copies of the contents of their personnel file.

29.2 No material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in their personnel file and said response shall become part of the personnel file.

29.3 Upon employee request, letters of reprimand shall be removed at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - TERMINATION

31.1 This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2024. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other between January 1 and March 1, in the year of expiration that they wish to modify this Agreement.

ARTICLE 32 - SCOPE OF AGREEMENT

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

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

ARTICLE 33 – UNION BUSINESS

33.1 Representatives. The Union will notify the Fire Chief, in writing, of the names of its representatives.

33.2 Visits. Union representatives, other than Agency employees, upon notification to the Fire Chief or their designee, may visit with employees during breaks, meal periods or after normal business hours (0800-1700) – employee representatives are not required to provide notification. Visits outside of those allowed for above may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the workflow.

33.3 Internal Business. The internal business of the Union shall only be conducted outside normal working hours.

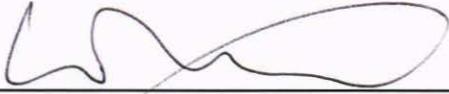
33.4 Bulletin Boards. Bulletin board space will be provided for the Union for the posting of meeting notices and other information of interest to its members.

- 33.5 The Union and the City agree to comply with the terms of ORS 243.798 by providing a reasonable amount of time to designated representatives to engage in the listed activities. Prior to engaging in activities described in ORS 243.798, the designated representative shall discuss the necessary time with the Fire Chief or their designee. The Fire Chief or designee shall approve the activity unless the activity interferes with Department operations. The designated representative shall keep a record of the time spend in such activities.

ARTICLE 34 – CELL PHONE STIPEND

- 34.1 All employees who are assigned by the City to carry a cell phone for work shall have the option to receive a stipend of thirty-five dollars (\$35) per month in lieu of receiving a City owned device. If the employee chooses to accept the cell phone stipend, the employee shall use the cell phone for work related calls and provide the cell phone number to the City. Employees required to use a Blackberry device shall receive an additional twenty-five dollars (\$25) per month and receive a one (1)-time maximum payment of up to ninety-nine dollars (\$99) for purchase or upgrade to a Blackberry device. Stipends received for this purpose shall be considered taxable compensation to the employee. If the employee receiving the stipend terminates employment, the City is not responsible for continued payments of any service the employee may have contracted for.

**FOREST GROVE PAID
FIREFIGHTER'S ASSOCIATION**



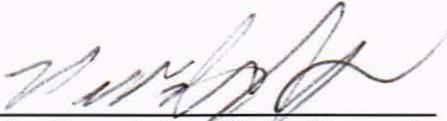
Will Murphy, Association Shop Steward

Dated: 12-10-2021



Rob Webb, Association Shop Steward

Dated: 12/10/21



Peter Smith, Association Shop Steward

Dated: 12/24/21



Ron Morgan, Local 1660 Executive Officer

Dated: 12/09/2021

CITY OF FOREST GROVE



Jesse VanderZanden, City Manager

Dated: 12/10/21

City of Forest Grove Paid Firefighters Association (IAFF Local 1660)

Wage Schedule A

07/01/21

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	32.8923	34.4625	36.0601	37.6288	39.2163	40.8034
F92	Lieutenant	34.5423	36.1923	37.8673	39.5106	41.1798	42.8490
F96	Fire Captain	37.7986	39.6303	41.4370	43.2380	45.0630	46.8702
F98	Fire Inspector	38.6577	40.5087	42.3716	44.2288	46.0731	47.9490

Hourly 24/48							
F90	Firefighter	24.9942	26.1873	27.4013	28.5933	29.7997	31.0056
F92	Lieutenant	26.2480	27.5018	28.7745	30.0232	31.2916	32.5601
F96	Fire Captain	28.7223	30.1142	31.4871	32.8556	34.2424	35.6156
F98	Fire Inspector	29.3751	30.7817	32.1973	33.6085	35.0099	36.4354

Hourly (48 hour work week)							
F90	Firefighter	27.4103	28.7188	30.0501	31.3574	32.6803	34.0028
F92	Lieutenant	28.7853	30.1603	31.5561	32.9255	34.3165	35.7075
F96	Fire Captain	31.4988	33.0252	34.5308	36.0317	37.5525	39.0585
F98	Fire Inspector	32.2147	33.7572	35.3097	36.8574	38.3942	39.9575

Hourly (45.5 hour work week)							
F90	Firefighter	28.9163	30.2967	31.7012	33.0803	34.4759	35.8711
F92	Lieutenant	30.3669	31.8174	33.2899	34.7346	36.2020	37.6695
F96	Fire Captain	33.2295	34.8398	36.4281	38.0114	39.6158	41.2046
F98	Fire Inspector	33.9848	35.6120	37.2498	38.8825	40.5038	42.1530

City of Forest Grove Paid Firefighters Association (IAFF Local 1660)

Wage Schedule A

07/01/22

3.00% Increase		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	33.8788	35.4962	37.1418	38.7577	40.3928	42.0274
F92	Lieutenant	35.5784	37.2779	39.0034	40.6957	42.4154	44.1346
F96	Fire Captain	38.9327	40.8192	42.6803	44.5351	46.4149	48.2764
F98	Fire Inspector	39.8173	41.7240	43.6428	45.5558	47.4553	49.3875

Hourly 24/48							
F90	Firefighter	25.7438	26.9728	28.2233	29.4511	30.6936	31.9357
F92	Lieutenant	27.0352	28.3267	29.6378	30.9238	32.2305	33.5369
F96	Fire Captain	29.5841	31.0177	32.4318	33.8413	35.2697	36.6842
F98	Fire Inspector	30.2563	31.7052	33.1632	34.6168	36.0602	37.5285

Hourly (48 hour work week)							
F90	Firefighter	28.2324	29.5801	30.9515	32.2981	33.6607	35.0228
F92	Lieutenant	29.6486	31.0649	32.5028	33.9131	35.3462	36.7788
F96	Fire Captain	32.4439	34.0160	35.5669	37.1126	38.6791	40.2304
F98	Fire Inspector	33.1811	34.7700	36.3690	37.9631	39.5461	41.1563

Hourly (45.5 hour work week)							
F90	Firefighter	29.7836	31.2054	32.6522	34.0727	35.5101	36.9472
F92	Lieutenant	31.2777	32.7718	34.2887	35.7764	37.2883	38.7997
F96	Fire Captain	34.2265	35.8850	37.5211	39.1517	40.8043	42.4408
F98	Fire Inspector	35.0042	36.6805	38.3673	40.0490	41.7189	43.4176

City of Forest Grove Paid Firefighters Association (IAFF Local 1660)

Wage Schedule A

07/01/23

3.00% Increase **Step 1 Step 2 Step 3 Step 4 Step 5 Step 6**
Hourly/40

F90	Firefighter	34.8952	36.5611	38.2563	39.9202	41.6048	43.2885
F92	Lieutenant	36.6457	38.3962	40.1736	41.9163	43.6880	45.4587
F96	Fire Captain	40.1005	42.0438	43.9606	45.8712	47.8072	49.7245
F98	Fire Inspector	41.0120	42.9760	44.9519	46.9226	48.8788	50.8692

Hourly 24/48

F90	Firefighter	26.5161	27.7820	29.0701	30.3345	31.6146	32.8940
F92	Lieutenant	27.8463	29.1764	30.5270	31.8513	33.1976	34.5431
F96	Fire Captain	30.4715	31.9481	33.4047	34.8565	36.3277	37.7846
F98	Fire Inspector	31.1641	32.6565	34.1580	35.6555	37.1420	38.6544

Hourly (48 hour work week)

F90	Firefighter	29.0793	30.4675	31.8802	33.2668	34.6707	36.0737
F92	Lieutenant	30.5381	31.9968	33.4780	34.9303	36.4067	37.8822
F96	Fire Captain	33.4171	35.0365	36.6338	38.2260	39.8393	41.4371
F98	Fire Inspector	34.1767	35.8133	37.4599	39.1022	40.7324	42.3910

Hourly (45.5 hour work week)

F90	Firefighter	30.6771	32.1416	33.6319	35.0947	36.5757	38.0558
F92	Lieutenant	32.2160	33.7549	35.3174	36.8495	38.4070	39.9637
F96	Fire Captain	35.2532	36.9615	38.6467	40.3263	42.0283	43.7139
F98	Fire Inspector	36.0545	37.7811	39.5182	41.2506	42.9704	44.7202

**Seniority Listing
Schedule B**

Position	Name	Hire Date	Test Rank	Current Classification	Classification Date
1	Chris Woodford	7/8/1996	2	Deputy Fire Marshall	3/03/2013
2	Joe Smith	12/2/1996		Captain	2/18/2007
3	Ted Penge	4/5/2004		Firefighter	4/05/2004
4	Tony Carter	10/26/2005		Captain	9/01/2013
5	Will Murphy	2/27/2006		Lieutenant	10/01/2013
6	Matt Rawls	1/22/2008	1	Firefighter	1/22/2008
7	Geoff McFarland	1/22/2008	2	Firefighter	1/22/2008
8	Ivan Bratchuk	4/17/2008		Firefighter	4/17/2008
9	Brad Shinpaugh	1/13/2009		Firefighter	1/13/2009
10	Chad Toomey	1/04/2013		Firefighter	1/04/2013
11	Jay Edwards	1/27/2014		Firefighter	1/27/2014
12	Robert Webb	7/01/2015		Firefighter	7/01/2015
13	Peter Smith	4/17/2017		Firefighter	4/17/2017
14	Warik Rodriguez	12/10/2018		Firefighter	12/10/2018
15	Greg Cates	10/12/2020		Firefighter	10/12/2020
16	Joel Lubeck	3/02/2021		Firefighter	3/02/2021
17	Steven Boeschenstein	9/27/2021	1	Firefighter	9/27/2021
18	Curt Herman	9/27/2021	2	Firefighter	9/27/2021

ATTACHMENT A

NFPA 1582 Medical Evaluations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B

Article 16: Conversion of Sick and Vacation Accruals between 52.64- and 40-hour/week and non-traditional schedule positions Example

Conversion of sick and vacation leave balances for employees changing work schedules

To convert the sick and vacation leave balances of an employee working a 52.64-hour/week work schedule to a 40-hour/week work schedule, the employee's current vacation and sick leave balances shall be multiplied by the conversion factor of .7598 at the time of the schedule change.

For example, the calculation of the vacation leave conversion for an employee who has 400 hours of vacation leave accrued at the time of changing from a 52.64-hour/week schedule to a 40-hour/week schedule shall be as follows:

$$400 \text{ hours} \times .7598 \text{ conversion multiplier} = 303.92 \text{ hours}$$

To convert the sick and vacation leave balances of an employee working a 40-hour/week work schedule to a of 52.64-hour/week work schedule, the current vacation and sick leave balances will be multiplied by 1.316 at the time of the schedule change.

If the same employee was changing from a 40-hour/week work schedule to a 56-hour/week work schedule, the calculation would be as follows:

$$303.92 \text{ hours} \times 1.316 \text{ conversion multiplier} = 399.96 \text{ hours}$$

Vacation carry over for 40-hour/week employees and employees working a non-traditional schedule

The amount of vacation leave an employee working a 40-hour/week or non-traditional work schedule can carry over as of December 31 of each calendar year will be based on the employee's rate of vacation leave accrual as outlined in Article 14 of the Collective Bargaining Agreement (CBA). This is an example of how this will be calculated for an employee working a 40-hour/week schedule:

Employees current years of service = 17
Annual vacation accrual per Article 14 = 12 shifts per year

Calculation:

1. 12 shifts per year X 24 hours/shift = 288 hours/year of vacation leave accrual
288 hours/year x 140% carryover percentage allowed under Article 16 = 403.20 hours annually for 52.64-hour workweek
2. 403.20 hours X .7598 conversion multiplier to 40-hour workweek = 288 hour cap for 40-hour workweek



A place where families and businesses thrive.

<u>CITY RECORDER USE ONLY:</u>	
AGENDA ITEM #:	<u>F. 6.</u>
MEETING DATE:	<u>11/22/2021</u>
FINAL ACTION:	<u>RESO 2021-62</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Brenda Camilli, Human Resources Manager
Patrick Wineman, Interim Fire Chief
Ashley Driscoll, City Attorney*

MEETING DATE: *November 22, 2021*

SUBJECT TITLE: *Resolution Adopting the Collective Bargaining Agreement between the City and the Forest Grove Paid Firefighters Association, Effective July 1, 2021 through June 30, 2024*

ACTION REQUESTED:

	Ordinance	Order	X Resolution	Motion	Informational
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X all that apply

BACKGROUND:

The current labor agreement between the City of Forest Grove and the *Forest Grove Paid Firefighters Association (FGPFA)* expired June 30, 2021. The parties have reached tentative agreement on a collective bargaining agreement, which is attached as Exhibit A. It has been approved by FGPFA's members and the agreement requires City Council approval prior to becoming effective. The substantive collective bargaining agreement modifications are as follows:

- Three year contract term.
- Implementation of "Kelly Days" at the rate of one every 16 shifts and the creation of 2 additional shift schedules, allowing maximum deployment flexibility for a variety of shifts which will allow dynamic adaptability in responding to the increased demand for fire/EMS services.
- No COLA increase for the first year due to implementation of Kelly Days which increases the hourly rate of pay for firefighters by 6.38% effective upon approval of the contract; wage increases were bargained for all classifications covered by the agreement of three percent (3.00%) each year effective on July 1, 2022 and July 1, 2023.
- Affected articles of the contract were revised due to addition of Kelly Days changing the scheduled work week of 24/48 shift employees from 56 to 52.64 hours.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the collective bargaining agreement outlined in Exhibit A for the term July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

The monetary terms of the agreement are within the parameters that were set by the City Council.

ATTACHMENT(s):

- Resolution approving the Collective Bargaining Agreement
- Exhibit A: Collective Bargaining Agreement between the City of Forest Grove and the Forest Grove Paid Firefighters Association.