

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Local 1660

JULY 1, 2024 TO JUNE 30, 2027

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AGREEMENT

The City of Forest Grove, Oregon, hereinafter referred to as “the City,” and the Forest Grove Paid Firefighter’s Union, hereinafter referred to as “the Union,” 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 Union 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:

Fire Logistics Technician
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 Union 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 Union for review of the wage scale. Within ten (10) days, the Union 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 Union 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 Union 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 Union'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 Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union 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, Union 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 Union 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 Union 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 - UNION SECURITY

- 5.1 Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The Union shall be the holder of all records regarding employee membership status in the Union and any disputes about employee membership status shall be resolved by the Union. The City will deduct from an Union member's pay and remit monthly to the Union the normal and usual dues, fees, and assessments uniformly required of its members. The Union will notify the City in writing of the monthly amount of Union dues, fees, and assessments. Employees who are not members of the Union may voluntarily agree to pay representation fees to the Union as specified in a written payroll deduction authorization between the Union and the employee.
- 5.2 Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, 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 Union. The Union shall also forward to the City the written payroll deduction authorization of any employee who is not a member of the Union but who has voluntarily agreed to pay representation fees to the Union. The City will adhere to all provisions in the written authorizations discussed above. The City shall refer bargaining unit employees to the Union for answers to questions about payroll deduction authorization.
- 5.3 The City agrees to deduct Union 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 Union 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 Union, shall make proper adjustments as soon as practicable. The Union 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 Union 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 Union 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 Union 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 Union 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 Union 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 Union 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 Union 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 upon agreement effective date, the City's contribution toward employees' monthly premium for membership in the Northwest Firefighters Relief Association (NFRA) Healthcare Trust for medical, vision and dental insurance will be set at the following rates based on which plan is selected by the employee.
 1. Kaiser HMO Medical, Vision, Moda Dental: 95% of the composite premium rate.
 2. Regence Select Medical, VSP Vision, Moda Dental: 95% of composite premium rate.
 3. Regence Advantage Medical, VSP Vision, Moda Dental: 90% of composite premium rate.

4. Regence Premier Medical, VSP Vision, Moda Dental: 85% of composite premium rate.

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)

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 Union 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 point eight seven seven (5.877) shifts off per year to be scheduled with approval of the Fire Chief. Holiday time shall be accrued at the rate of eleven point seven-five (11.75) 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 two (2) 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 Union 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 Union upon request.

ARTICLE 19 - SUBSTANCE ABUSE POLICY

- 19.1 The City and the Union 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 UNION

22.1 Whenever agents of the Union 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 Retroactive to July 1, 2024 *all classifications shall be increased by four percent (4%).

Effective July 1, 2025 and July 1, 2026, all classification ranges shall be increased by four percent (4%).

In addition to the classification increases, the following classifications shall receive market adjustments as follows:

	<u>Retroactive to July 1, 2024</u>	<u>July 1, 2025</u>
Lieutenant	3%	n/a
Captain	3%	1%
Deputy Fire Marshal	2%	n/a

*Retroactive to July 1,2024 the Fire Logistics Technician’s pay range will be set at \$4,517 - \$5,420 per month; \$26.0596 - \$31.2692 per hour. The employee’s wage rate will be set at step 6 of the pay range. The employee will be eligible for the general pay increases outlined above on July 1, 2025 and July 1, 2026.

- 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 Oregon Licensure as follows:

Intermediate EMT	4%
Paramedic	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 licensure from 7/1/2005 forward shall maintain, in good standing, their Paramedic EMT licensure 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 EMS 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.

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%

24.4 Bi-lingual Pay Premium: An employee that demonstrates proficiency in speaking and understanding Spanish may be eligible to receive a premium of two and one-half percent (2.5%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of proficiency to communicate effectively in that language. An employee that demonstrates fluency in speaking and understanding Spanish shall be eligible to receive a premium of five percent (5.0%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of fluency.

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 Union 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 Union 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 Union 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 Union 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 Union 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 Union 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 Union agree to negotiate substitute provisions for those articles that may be in question.

ARTICLE 31 - TERMINATION

- 31.1 This Agreement shall be effective upon ratification by both parties and shall remain in effect until June 30, 2027. 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 Union shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the City

and the Union are not bound by any unwritten past practices of the City or the Union, unless such past practices or understandings are specifically stated or referred to in this Agreement.

The Union 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 Union 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 smart phone 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 newer 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.

**CITY OF FOREST GROVE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (LOCAL 1660) UNION**

Signed by:

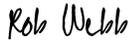
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Will Murphy, IAFF 1660 Trustee

Dated: 02/27/2025

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Jesse VanderZanden, City Manager

Dated: 02/27/25

Signed by:

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Rob Webb, IAFF 1660 Representative

Dated: 2/28/2025

Signed by:

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Peter Smith, IAFF 1660 Representative

Dated: 2/28/2025

Signed by:

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Lee Trotter, IAFF 1660 2nd Vice President

Dated: 2/28/25

International Association of Firefighters (Local 1660)
Wage Schedule A
07/01/2024
4% COLA & Spot Adjustments

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	36.2910	38.0235	39.7866	41.5170	43.2690	45.0200
F92	Lieutenant	39.2549	41.1300	43.0340	44.9007	46.7986	48.6954
F96	Captain	42.9557	45.0373	47.0906	49.1372	51.2111	53.2649
F98	Deputy Fire Marshal	43.5055	45.5889	47.6850	49.7755	51.8506	53.9620
F14	Fire Logistics Technician	27.1020	28.3661	29.2702	30.3543	31.4384	32.5200

Hourly 24/48							
F90	Firefighter	27.5767	28.8933	30.2329	31.5479	32.8792	34.2098
F92	Lieutenant	29.8290	31.2538	32.7005	34.1191	35.5613	37.0026
F96	Captain	32.6411	34.2228	35.7831	37.3383	38.9142	40.4749
F98	Deputy Fire Marshal	33.0589	34.6420	36.2348	37.8234	39.4002	41.0046

Hourly (48 hour work week)							
F90	Firefighter	30.2425	31.6862	33.1554	34.5975	36.0575	37.5166
F92	Lieutenant	32.7124	34.2750	35.8616	37.4173	38.9989	40.5794
F96	Captain	35.7964	37.5311	39.2421	40.9477	42.6759	44.3874
F98	Deputy Fire Marshal	36.2546	37.9907	39.7375	41.4796	43.2089	44.9684

Hourly (45.5 hour work week)							
F90	Firefighter	31.9042	33.4273	34.9772	36.4985	38.0387	39.5780
F92	Lieutenant	34.5098	36.1582	37.8320	39.4732	41.1416	42.8091
F96	Captain	37.7632	39.5932	41.3983	43.1975	45.0207	46.8263
F98	Deputy Fire Marshal	38.2466	40.0782	41.9209	43.7586	45.5830	47.4392

International Association of Firefighters (Local 1660)

Wage Schedule A

07/01/2025

4% COLA & Spot Adjustments

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	37.7426	39.5445	41.3780	43.1777	44.9998	46.8208
F92	Lieutenant	40.8251	42.7752	44.7553	46.6968	48.6705	50.6432
F96	Captain	45.1206	47.3072	49.4640	51.6137	53.7921	55.9494
F98	Deputy Fire Marshal	45.2458	47.4125	49.5924	51.7665	53.9247	56.1205
F14	Fire Logistics Technician	28.1861	29.5007	30.4410	31.5684	32.6959	33.8208

Hourly 24/48							
F90	Firefighter	28.6798	30.0490	31.4422	32.8098	34.1944	35.5782
F92	Lieutenant	31.0221	32.5039	34.0085	35.4839	36.9837	38.4827
F96	Captain	34.2862	35.9476	37.5866	39.2201	40.8755	42.5148
F98	Deputy Fire Marshal	34.3812	36.0277	37.6842	39.3363	40.9762	42.6448

Hourly (48 hour work week)							
F90	Firefighter	31.4522	32.9536	34.4816	35.9814	37.4998	39.0173
F92	Lieutenant	34.0209	35.6460	37.2961	38.9140	40.5588	42.2026
F96	Captain	37.6005	39.4227	41.2199	43.0115	44.8267	46.6245
F98	Deputy Fire Marshal	37.7048	39.5104	41.3270	43.1388	44.9373	46.7671

Hourly (45.5 hour work week)							
F90	Firefighter	33.1804	34.7644	36.3763	37.9584	39.5603	41.1612
F92	Lieutenant	35.8902	37.6046	39.3453	41.0521	42.7872	44.5215
F96	Captain	39.6665	41.5887	43.4848	45.3747	47.2898	49.1864
F98	Deputy Fire Marshal	39.7765	41.6813	43.5977	45.5090	47.4063	49.3368

**International Association of Firefighters (Local 1660)
Wage Schedule A
07/01/2026
4.0% COLA**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	39.2524	41.1263	43.0331	44.9048	46.7997	48.6937
F92	Lieutenant	42.4581	44.4862	46.5455	48.5646	50.6174	52.6689
F96	Captain	46.9254	49.1995	51.4425	53.6783	55.9438	58.1874
F98	Deputy Fire Marshal	47.0556	49.3090	51.5761	53.8372	56.0816	58.3654
F14	Fire Logistics Technician	29.3135	30.6808	31.6586	32.8312	34.0037	35.1736

Hourly 24/48							
F90	Firefighter	29.8270	31.2510	32.6999	34.1222	35.5621	37.0013
F92	Lieutenant	32.2630	33.8041	35.3689	36.9032	38.4631	40.0220
F96	Captain	35.6576	37.3855	39.0900	40.7889	42.5105	44.2154
F98	Deputy Fire Marshal	35.7565	37.4688	39.1916	40.9097	42.6153	44.3506

Hourly (48 hour work week)							
F90	Firefighter	32.7103	34.2718	35.8609	37.4206	38.9998	40.5780
F92	Lieutenant	35.3817	37.0718	38.7879	40.4706	42.1812	43.8907
F96	Captain	39.1046	40.9996	42.8687	44.7319	46.6198	48.4895
F98	Deputy Fire Marshal	39.2130	41.0908	42.9800	44.8644	46.7348	48.6378

Hourly (45.5 hour work week)							
F90	Firefighter	34.5076	36.1549	37.8313	39.4768	41.1427	42.8076
F92	Lieutenant	37.3258	39.1088	40.9191	42.6942	44.4987	46.3023
F96	Captain	41.2532	43.2522	45.2242	47.1897	49.1813	51.1538
F98	Deputy Fire Marshal	41.3675	43.3486	45.3417	47.3293	49.3026	51.3102

**Seniority Listing
Schedule B**

Position	Name	Hire Date	Test Rank	Current Classification	Classification Date
1	Ted Penge	4/5/2004		Lieutenant	4/05/2004
2	Tony Carter	10/26/2005		Captain	9/01/2013
3	Will Murphy	2/27/2006		Captain	10/01/2013
4	Matt Johnston	09/06/2007		Fire Logistics Technician	12/12/2011
4	Matt Rawls	1/22/2008	1	Captain	1/22/2008
5	Geoff McFarland	1/22/2008	2	Firefighter	1/22/2008
6	Ivan Bratchuk	4/17/2008		Firefighter	4/17/2008
7	Brad Shinpaugh	1/13/2009		Firefighter	1/13/2009
8	Chad Toomey	1/04/2013		Deputy Fire Marshal	1/04/2013
9	Robert Webb	7/01/2015		Lieutenant	7/01/2015
10	Peter Smith	4/17/2017		Lieutenant	4/17/2017
11	Greg Cates	10/12/2020		Firefighter	10/12/2020
12	Joel Lubeck	3/02/2021		Firefighter	3/02/2021
13	Curt Herman	9/27/2021		Firefighter	9/27/2021
14	Kris Peterson	1/24/2022		Firefighter	1/24/2022
15	Mike Swhela	9/19/2022	1	Firefighter	9/19/2022
16	John Gray	9/19/2022	2	Firefighter	9/19/2022
17	Kaitie Sloan	9/19/2022	3	Firefighter	9/19/2022

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 Union 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 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