


A RESOLUTION AUTHORIZING THE MAYOR AND)
RECORDER TO ENTER INTO A LABOR CONTRACT.)

RESOLUTION NO. 1
for 1977

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON,
AS FOLLOWS:

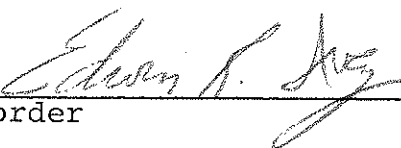
Section 1. That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a labor contract with the International Association of Firefighters, AFL-CIO, Local 2163, for the fiscal years 1977-79. A copy of said contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 26th day of January, 1977.



Mayor

ATTEST:



Recorder

AGREEMENT BETWEEN THE CITY OF LEBANON, OREGON
AND
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
AFL-CIO, LOCAL 2163, FOR THE FISCAL YEARS 1977-79

AGREEMENT AND PURPOSE

This agreement is entered into as of July 1, 1977 between the City of Lebanon, Oregon, hereinafter referred to as the "City" and the International Association of Firefighters, Local No. 2163, hereinafter referred to as the "Union". It is the purpose of this document to set forth the full agreement between the above mentioned parties. This is a two (2) year agreement.

ARTICLE I. RECOGNITION

Section 1. The City of Lebanon recognizes Local No. 2163, IAFF, AFL-CIO, as the sole and exclusive bargaining agent for all members of the bargaining unit as determined by the City Council in accordance with the regulations of the Employee Relations Board, with respect to wages, hours and other conditions of employment.

Section 2. Both parties agree that this agreement shall apply equally to all members of the unit. The parties agree not to discriminate on the basis of race, sex, color, creed, national origin or political affiliation.

Section 3. The job classifications in the bargaining unit are as follows:

Fire Department:	Captain
	Engineer/Firefighter
	Firefighter
	Firefighter (trainee)

Ambulance Division:	Lieutenant
	Paramedic/E.M.T.

ARTICLE II. UNION SECURITY

Section 1. The City agrees to deduct, by the 10th of the month, dues and assessments in an amount certified to be current by the treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by the City to the treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

Section 2. Any person who is employed as a permanent employee of the City at the time of implementation of this agreement and who thereafter joins the Union shall remain a member of such Union as a condition of continued employment, provided that no employee's employment may be terminated for non-membership in the Union if he has continued to tender the fees required for membership.

Any employee hired by the City after the date of implementation of this agreement shall, within thirty (30) days become and remain a member of the Union as a condition of continued employment, provided that no employee's employment may be

Article II continued:

terminated for non-membership in the Union if he has continued to tender the fees required for membership.

This agreement recognizes the rights of non-association employees, based on bonafide religious tenents or teachings of a Church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular union dues and initiation fees and assessments to a non-religious organization mutually agreed upon by the affected employee and the treasurer of the Union. The employee shall pay above stated fees to the treasurer and the treasurer shall forward to said organization.

ARTICLE III. CITY SECURITY

Section 1. The Union agrees that, during the term of this contract, its membership will not participate in a strike, work stoppage, slow-down or interruption of City services.

ARTICLE IV. MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- 1) To determine the services to be rendered to the citizens of the City;
- 2) to determine and to follow the City's financial, budgetary, and accounting procedures, in compliance with ORS Statutes;
- 3) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;
- 4) To manage and direct the work force, including, but not limited to, the right to hire, promote, and retain employees; the right to determine schedules of work; and the right to determine the methods, processes, quality, and manner of performing work;
- 5) To determine the need for a reduction or an increase in the work force;
- 6) To establish, revise and implement standards for hiring, classification, promotion, materials and equipment;
- 7) To implement new and discard old equipment, materials and facilities;
- 8) To contract or subcontract work as may be determined by the City;
- 9) To assign shifts, workdays, hours of work and work locations. When an individual employee must be transferred to a shift other than his normal duty shift, the employee shall be given no less than twenty-four (24) hours notice of such change;
- 10) To designate and assign work duties;

Article IV. continued:

11) To determine the need for and the qualifications of new employees, transfers and promotions with procedures set forth in this contract;

12) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause;

13) To determine the need for additional training programs, on-the-job training, and cross-training and to assign employees to such duties for such periods to be determined by the City;

14) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;

15) Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this agreement.

ARTICLE V. WORK RULES

Section 1. For the purpose of establishing continued harmony and strong relations the Union shall participate in the formation and/or modification of work rules.

ARTICLE VI. OVERTIME

Section 1. The normal work schedule for employees covered under this agreement is fifty-six (56) hours per week, on a 24 hours on-duty, and 48 hours off-duty basis. A normal work day is 7:00 a.m. to 7:00 a.m. Eligible employees, who are required to work more than the above schedule, shall be paid for such extra hours at the rate of one and one-half (1 1/2) times their regular rate of pay, computed on a forty (40) hour work week, four (4) week month formula: gross monthly pay ÷ 160 hours base hourly rate. Base hour rate x 1.5 = overtime rate.

Section 2. The City reserves the right to determine when overtime is to be worked and in what classification, consistent with good safety standards. When non-emergency overtime is required, it shall be offered to permanent employees on a classification basis, except when special skills are required to perform the work. The employee retains the right to refuse any non-emergency overtime offered to him.

Section 3. A minimum of one (1) hour overtime pay shall be guaranteed when an employee is called back to work outside his regular work hours. Overtime shall be computed to the nearest one-half (1/2) hour. When an employee is called to work outside his regular work hours on any of the specified holidays, overtime will be paid at the rate of two and one-half (2 1/2) times the regular computed hourly rate for overtime, with a guarantee of a minimum of one (1) hour. For the purpose of clarification, the overtime hour or hours shall be:

1 hour guaranteed

1 hour to 1 hour 15 minutes (inclusive) = 1 hour

1 hour 16 minutes to 1 hour 45 minutes (inclusive) = 1 1/2 hours

1 hour 46 minutes to 2 hours (inclusive) = 2 hours

and so on and so forth

Article VI continued:

Section 4. The following overtime call back procedural roster (by classification) shall be used only when, at the judgment of the City, the callback of off duty personnel is necessary:

- No. 1 - Captain Vacancy
 - A. Off duty Captains
 - B. Qualified Personnel
- No. 2 - Engineers Vacancy
 - A. Qualified Personnel
- No. 3 - Lieutenant Vacancy
 - A. Qualified Personnel
- No. 4 - Para-medical/E.M.T. Vacancy
 - A. Qualified Personnel
- No. 5 - Firefighters Vacancy
 - A. Qualified Personnel

ARTICLE VII. MAINTENANCE OF MANPOWER

Section 1. The City shall provide at least two (2) full-time firefighters, per shift, for the purpose of responding on the first engine company. In the event that one of these members must leave the station for any reason, the Fire Chief or the delegated officer in charge, will make provision in order to maintain the minimum engine response of two (2) qualified men. In the event of lay-off due to budgetary difficulties, this section shall be nullified, however, if personnel who have been layed-off should return to work this section shall be reinstated.

Section 2. In the event that a position becomes vacant, and the procedures for transfer are not applicable, overtime shall be offered to off-duty personnel as prescribed in this agreement, however, in the event that there is not an employee who wishes to voluntarily work the overtime, the Chief or his designate may appoint an individual to work such overtime.

Section 3. Personnel going off duty or coming on duty shall report to the officer in charge. In the event that the personnel replacing off going duty personnel, for any reason cannot report for duty at the regular scheduled time, the shift officer can hold the person being replaced, up to one hour, while arranging for replacement. Such time shall be paid as overtime.

Section 4. An emergency situation exists when normal procedures for replacement of manpower, as specified in this agreement, cannot be adhered to when the time element involved is reduced either by a fire or ambulance emergency or when the absence of an employee for any reason does not allow sufficient time for normal replacement procedures. In the event of such an emergency, the Chief or his designate may require an individual to work other than his normal duty schedule. Such time shall be paid as overtime.

ARTICLE VIII. SENIORITY

Section 1. Seniority means a permanent employee's length of continuous service with the department since his last date of hire. An employee who has not completed six (6) months of continuous employment (the period of probation) shall not be considered to have seniority. A letter will be placed in the employee's personnel file establishing his date of hire.

A. Preference on vacation scheduling shall be by seniority, but in no instance can a junior man be bumped from his vacation sixty (60) days or less before his vacation is to start, without his consent.

B. In the event of layoff, employees shall be laid off in the inverse order of their seniority. Recalls from layoffs shall be made according to seniority. No new employees may be hired in the department until all laid off employees have been given an opportunity to return. The City may require the successful completion of a medical examination as a prerequisite returning to work following a layoff.

C. Seniority will be considered a factor in determining promotional eligibility and in promotional examinations.

Section 2. An employee shall lose all seniority credit in the event of:

- A) voluntarily quitting;
- B) Discharge;
- C) Failure to return from layoff within fourteen (14) calendar days following notification;
- D) Layoff of more than two (2) years;
- E) Failure to return from leave of absence within three (3) calendar days following the expiration of such leave after the City has made a reasonable effort to notify the employee of such expiration.

Section 3. In the event of a shift change or job assignment, such changes will be done by classification and by seniority within classification. In the event that this cannot be accomplished, it shall be done on a departmental seniority basis.

ARTICLE IX. UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Uniforms, if required, shall be furnished by the City. The cleaning of uniforms, if necessary, shall be provided by the City. Any uniforms or protective clothing purchased, will be equal to or better than the uniforms and protective clothing presently provided by the City.

Section 2. The selection and purchase of uniforms and protective clothing will be the responsibility of the Fire Chief. However, the Fire Chief will notify the Union Safety Committee of his intent to perform such action, and the Union will have ten (10) days, excluding weekends and holidays, to submit any recommendations with regard to Quality, Quantity, and Brand of clothing.

ARTICLE X. UNION REPRESENTATION

Section 1. Union representatives shall not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating labor agreements or under the grievance procedure.

Section 2. In all cases, the shift commander shall be given reasonable notice of when such a representative will be away from the duty station. The City reserves the right, after proper notice to the Union, to reduce the amount of time thus paid for when, in the judgment of the City such privilege is being abused.

Section 3. Allowed shifts off:

A) The City will allow up to ten (10) shifts per year to the Union for the officers to attend Union functions other than those listed above;

B) If all allowed shifts are not used in a given year, up to four (4) shifts may be carried over to the next year, provided that at no time shall the maximum allowable shifts exceed fourteen (14).

C) Time off allowed for the above functions shall not be compensated time.

ARTICLE X. WAGES AND SALARY COMPENSATION

Section 1. Wages for employees covered by this agreement shall be in accordance with the following schedule:

Firefighter (trainee)	\$ 901 base	\$ 979 (6 months) after successful completion of probation
*Firefighter	1,102	By appointment
Firefighter/Engineer	1,169	By appointment
Paramedic/EMT	1,169	By appointment
Lieutenant	1,249	By appointment
Captain	1,314	By appointment

*Effective for personnel hired on or after July 1, 1976.

Firefighting personnel without experience or training shall serve a six (6) month trainee probationary period at \$901 per month.

Rates established above are based on a six percent (6%) salary increase for the fiscal period of 1977-78. Except Captain which reflects seven percent (7%) for first year only.

During the second year of this contract commencing July 1, 1978, the City agrees to pay, in addition to the rates listed above, an increase of six percent (6%). The City and the Union further agree, that should the Cost of Living Index as determined by the Portland Area Consumer Price Index for October to October, 1976-77 increase above seven percent (7%) or below five percent (5%), this contract will automatically be opened for salary negotiations for the fiscal year 1978-79.

ARTICLE XII. SICK LEAVE

Section 1. Employees covered under the agreement shall be credited with twelve (12) hours sick leave for each full month worked, starting with the date of hire. Any such leave accrued in any year shall be cumulative for succeeding years to a maximum of ninety (90) working days. Sick leave shall not accrue during any leave of absence without pay for more than fifteen (15) days. Accrued sick leave shall be used when necessary for injuries or illness.

Section 2. Sick leave will be allowed when an employee is unable to work because of illness or accident causing personal disability. When an employee must be away from the job because of serious illness in the immediate family, such time off may be granted by the department head and charged against sick leave time. Sick leave shall not be used as a result of minor illness or for extended serious illness in the employee's family.

Section 3. Employees shall be charged for the use of their sick leave in the following ways:

A) When an employee must be off because of illness or accident causing personal disability, he shall be charged sixteen (16) hours or two (2) eight (8) hour regular working days (per shift missed);

B) When an employee must be off one (1) shift because of illness in the immediate family, he shall be charged sixteen (16) hours or two (2) eight (8) hour regular working days (per shift missed);

C) When an employee must be off as a result of on-the-job-injury, job related or induced illness, he will be charged one (1) eight (8) hour regular working day or eight (8) hours for each shift missed. Use of sick leave for on-the-job injuries will start after the six month period allowed in Article XVIII.

Section 4. Upon retirement or termination due to disability, the City shall comply with ORS. 237.153.

Section 5. In the event that an employee should lose his life in the line of duty, fifty percent (50%) of all unused sick leave shall be granted to the employee's beneficiary by the City using the formula of total sick leave hours times hourly rate based on a forty (40) hour week.

ARTICLE XIII. COMPASSIONATE LEAVE

In the event of a death in the immediate family; husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, or step-parents, the department head will grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five (5) calendar days may be granted if warranted by the situation. Such leave shall not be charged to sick leave time. Leave with pay, up to four (4) hours, may be granted when an employee serves as a pallbearer.

ARTICLE XIV. MILITARY LEAVE

A permanent or probationary employee with six (6) month's service with the City who is a member of the National Guard or Reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) calendar days in any calendar year. Such leave shall be granted without loss of pay

Article XIV. continued:

or other leave and without impairment of other rights or benefits to which he is entitled providing the employee receives bonafide orders to active or training duty for a temporary period and providing he returns to his position immediately upon expiration of the period for which he was ordered to duty. Leave without pay shall be allowed in accordance with Oregon State Laws for employees entering military service for extended or indefinite periods of active duty.

ARTICLE XV. WITNESS OR JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his control and where such duties can be construed to be in public interest, he will be continued at full salary for the period of required service. All monies received as witness fees or pay for jury duty must be signed over to the City unless such fees are earned on employee's days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required by jury or witness duties.

ARTICLE XVI. LEAVE WITHOUT PAY

A permanent employee may be granted leave of absence without pay up to one (1) year. Requests for such leave must be in writing and must establish reasonable justification for the approval by the Fire Chief or City Administrator. Leaves of absence for longer than two (2) weeks must be approved by the City Administrator. Abuse of this privilege will be grounds for termination.

ARTICLE XVII. OUTSIDE EMPLOYMENT

Section 1. Employees gainfully employed other than with the City will advise the Fire Chief of such employment on forms provided by the City for that purpose. Outside employment must:

- A) Be compatible with the employee's regular work hours;
- B) In no way detract from the efficiency of the employee in his City work;
- C) In no way be a discredit to City employment;
- D) Must not take preference over extra duty required by City employment.

Section 2. Part-time employees of the City will not be subject to the provisions of this rule.

ARTICLE XVIII. INDUSTRIAL ACCIDENTS AND ILLNESS

The City provides insurance coverage for all employees through the State Accident Insurance Fund (formerly State Compensation Board) for injuries and illnesses arising out of, and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injury or illness, he shall receive compensation as scheduled by the State Accident Insurance Board. Additional payment by the City of an amount equal to the difference in payments received from the State and the employee's regular salary shall be authorized by the Fire Chief for a period not to exceed six (6) months. In exceptional circumstances, use of accrued sick leave for payments beyond the six (6) months may be approved by the City Administrator. Medical progress reports may be required prior to the approval of such payments.

ARTICLE XIX. HEALTH BENEFITS TO EMPLOYEES

Section 1. The City will provide an insurance benefit program for employees and dependents with family protection including dental, hospitalization, medical, doctor and major medical programs equal to or better than the current Blue Cross program.

Section 2. The City will provide insurance coverage equal to or better than the existing life insurance, and mandatory insurance programs.

Section 3. A long term disability insurance program will be provided to supplement existing sick leave benefits. The disability plan shall pay sixty percent (60%) of the basic monthly salary (to a \$1,000 maximum); it shall have an elimination period of ninety (90) days and a maximum benefit period of two (2) years.

Section 4. For the duration of this agreement, the City agrees to cover the cost of premium increases required to maintain the current level of benefits with no cost limitation.

ARTICLE XX. VACATIONS AND HOLIDAYS

Section 1. After one (1) continuous year of employment, employees covered under this agreement shall receive the following number of shifts off per year for vacation and holiday allowance:

1 - 5 years of service	9 shifts
5 -10 years of service	10 shifts
Over 10 years of service	12 shifts

Section 2. Personnel shall be encouraged to take their vacation between the twelve (12) months immediately following the year in which vacation is earned. Vacation time may be accrued and carried over in the following year at the rate of one-half (1/2) total earned vacation for the year. At no time may time carried over be used to count in the following year carry over.

ARTICLE XXI. RETIREMENT

Section 1.

The City of Lebanon shall participate in a retirement program for Firefighters at no less benefit than the retirement plan presently in effect with the Public Employees Retirement System, or its successor.

ARTICLE XXII. GRIEVANCE PROCEDURE

Section 1. For the purpose of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this agreement or about an alleged violation of the agreement.

Section 2. Grievances will be processed in the following manner and within the following time limits:

Step 1. The grievance shall be reduced to writing, signed by the employee and shall include the following information:

- a) A statement of the grievance and the facts upon which it is based;
- b) The remedial action requested;
- c) The section of the agreement to which the grievance relates.

Article XXII continued:

The grievance must be submitted by the employee to the Fire Chief or his designate within five (5) calendar days, excluding Sundays and holidays.

If the grievance cannot be resolved within ten (10) days, it shall be submitted to the Union Grievance Committee by the employee and the procedure will move to Step 2.

Step 2. The grievance along with all pertinent information shall be submitted by the Fire Chief or his designate to the City Administrator. The Fire Chief shall meet with the aggrieved party, the Union representative or his designate, and the City Administrator or his designate. A decision shall be rendered within ten (10) calendar days, excluding weekends and holidays. If the grievance cannot be resolved within ten (10) calendar days, excluding weekends and holidays, it shall be forwarded to Step 3. If the aggrieved party is not satisfied with this decision he may at his option, appeal any decision rendered in Step 2 to the City Council within fifteen (15) days of said decision. Election of this option by the aggrieved party will not alter the time limits given in this Article unless it is mutually waived by both parties.

Step 3. Mediation. The City and the Union will jointly request a mediator from the Employee Relations Board. The mediator shall have ten (10) days from the date of his appointment to investigate the grievance and shall then make recommendations to both parties. If the grievance is still not resolved, it shall be submitted to Step 4.

Step 4. Arbitration. An arbitrator shall be selected in the following manner: A list of five (5) members of the American Arbitration Assoc. shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. The toss of a coin shall determine whether City or Union strikes the first name. The one (1) name remaining following striking shall be the arbitrator. One (1) day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) calendar days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. The decision shall be binding on both parties. The costs of arbitration shall be shared equally by the parties up to \$500 per grievance. Additional arbitration costs above \$500 shall be paid by the City.

Section 3. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City. Failure to submit the grievance in accordance with these time limits, without such waivers shall constitute abandonment of the grievance. Failure of the City to comply with these time limits without a waiver from both parties shall constitute acceptance of the aggrieved party's requested remedial action.

Section 4. A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Union that the matter has been resolved.

ARTICLE XXIII. HISTORICAL BENEFITS

Section 1. Agreements in this contract are not intended to nullify existing benefits to employees under the City's current practices unless specifically included in this agreement.

Section 2. Any benefit not used since July 1, 1972, will not qualify as a historical benefit.

ARTICLE XXIV. EDUCATION, INCENTIVE PROGRAM

Section 1. Employees who earn, or who have earned forty-five (45) credit hours in Fire Science, EMT and/or related classes shall receive an additional 1/2 of one percent (1%) of their base salary. Employees who have earned a two (2) year Fire Science Degree, or the equivalent of ninety (90) credit hours in Fire Science, EMT and/or related classes shall receive one percent (1%) of their base salary. Employees will also receive an additional 1/2 of one percent (1%) of their base salary for each additional forty-five (45) credit hours they achieve. Employees who have not successfully completed their six (6) month probationary period will not be eligible for this program.

Section 2. A board consisting of the Fire Chief or his designated representative, two City Council members, two Rural Fire Board members and two Union representatives shall be responsible for the overall plan of maintaining skills and proficiency in the Fire Department and for compliance with the requirements set forth by state and federal laws pertaining thereto. The month of January will be the annual review month for the program. When the execution of this plan requires additional training, costs for such items as books, tuition, supplies and travel expenses shall be paid by the City. Educational courses and training programs covered in this article must have the approval of the board and remain within budgetary limitations.

Section 3. Costs that may be anticipated for programs covered in this article shall be presented through regular budgetary procedures by the board.

ARTICLE XXV. TERMINATION

Section 1. This agreement, or any part of it, may be terminated or renegotiated at any time, by mutual consent of both parties.

Section 2. If the City should, at any time during the period of this agreement, merge, consolidate, or change their obligations to employees covered by this agreement in any way, the City will assure that the new governing body will maintain this contract as well as the rights in the City Charter as amended by the Firefighters.

ARTICLE XXVI. MODIFICATION

Section 1. If either party wishes to modify, amend, add to, or delete any of the provisions of this agreement, they shall give written notice to the other party on or before January 5th of the last contract year. If neither party shall give such notice as provided above, this agreement shall remain in effect from year to year.

Section 2. During the 1st yr of this agreement, modification of this agreement, excluding Article XI will be limited to those articles which have been disputed through the grievance procedure. The period of modification will be January, 1978. If either party wishes to modify a disputed article they may do so in accordance with the City Charter.

ARTICLE XXVII. SAVINGS CLAUSE

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

ADDENDUM

Upon completion of a study by the City of comparable disability programs, the City and the Union agree to open Section 3. paragraph C) of Article XII, Article XVIII, and Section 3. of Article XIX for discussion and negotiation.

DATED this 27th day of January, 1977.

FOR THE CITY:

FOR THE UNION:

W. F. Spires
Mayor

Joseph M. Spencer
Chairman

Edwin R. Gray
Administrator/Recorder

Danny D. Williams

Lincoln A. Oeder