

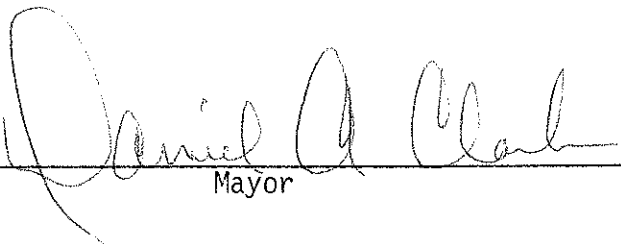
A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO ENTER INTO A LABOR)
CONTRACT.)

RESOLUTION NO. 24
for 1979

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

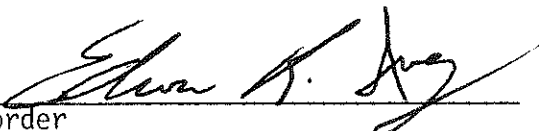
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a labor contract with the Battalion Chiefs of the Lebanon Fire Department for the fiscal years 1979-81. A copy of said contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 13th day of June, 1979.



Mayor

ATTEST:



Recorder

AGREEMENT BETWEEN THE CITY OF LEBANON, OREGON
AND
BATTALION CHIEFS OF THE LEBANON FIRE DEPARTMENT
FOR FISCAL YEAR 1979-81

AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into as of July 1, 1979 between the City of Lebanon, Oregon, hereinafter referred to as the "City" and the Battalion Chief's Association of the Lebanon Fire Department, hereinafter referred to as the "Association". 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 the Battalion Chief's Association, as the sole and exclusive bargaining agent for all members of the Association 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 classification in the Association is as follows:

Battalion Chief

ARTICLE II. ASSOCIATION SECURITY

Section 1. The City agrees to deduct, by the tenth (10th) of each month, dues and assessments in an amount certified to be current by the treasurer of the Association from the pay of those employees who individually request in writing, on the form outlined in Appendix "A" which by this reference, is incorporated with and made a part of this contract, that such deductions be made. The total amount of deductions shall be remitted, each month, by the City to the treasurer of the Association. This authorization shall remain in full force and effect during the term of this agreement.

Section 2. The City agrees to provide Association members all rights granted in the City Charter. The City further agrees not to discipline, suspend, demote or discharge members of the Association in an arbitrary manner, in a manner that shows bad faith, or without just cause. Nothing in this section shall have the effect of nullifying agreements entered into in other sections of this agreement.

ARTICLE III. CITY SECURITY

The Association 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. WORK RULES

Section 1. For the purpose of establishing continued harmony and strong relations, the Association shall participate in the formation and/or modification of work rules, job descriptions and S.O.P.'s.

ARTICLE V. 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 \div 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) hours. 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

Section 4. In the event overtime call back is necessary, the Battalion Chief's will be called back on a rotating basis in their classification.

Section 5. All overtime compensation shall be in the form of compensatory time off or cash. An employee shall, at his option, designate at the time earned, which option will be selected. All overtime paid will be at the rate earned. Employees may accrue up to a maximum of 100 hours of compensatory time. When maximum accrual occurs an employee will utilize fifty (50) hours of total accrual in twelve (12) hour blocks or more. Employees shall have the right to utilize the first fifty (50) hours of accrued time in blocks of one hour or more at anytime of their choosing, so long as the use thereof will not require the department to pay overtime in order to maintain the minimum manning standards outlined in Article VII, Section 1, of the agreement between the City of Lebanon and IAFF Local No. 2163. Notification of intent to use compensatory time must be made to the Fire Chief or his designate.

ARTICLE VI. 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 of 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.

ARTICLE VII. UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Uniforms shall be furnished by the City. It shall be the responsibility of each person issued uniforms to clean and care for uniforms issued. Any savings derived by the City not having to pay the costs for cleaning uniforms shall be computed into the salary settlement set forth in this contract.

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 Association Safety Committee of his intent to perform such action, and the Association will have ten (10) days, excluding weekends and holidays, to submit any recommendations with regard to quality, quantity and brand of clothing.

ARTICLE VIII. ASSOCIATION REPRESENTATION

Section 1. The Battalion Chief's Association 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 Fire Chief or his designate 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 Association, to reduce the amount of time thus paid for when, in the judgment of the City such privilege is being abused.

ARTICLE IX. WAGES AND SALARY COMPENSATION

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

Battalion Chief	monthly: \$1,517
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The above salary rate reflects the period covering July 1, 1979 - June 30, 1980 and comply with the wage guidelines established by President Carter on October 24, 1978. It is agreed herein that should the President withdraw his request for compliance to these wage guidelines during the first year of this contract, that the City will agree to a request from the Association to reopen this section of the contract.

During the second year of this contract, July 1, 1980 - June 30, 1981, the City agrees on July 1, 1980 to increase the salary ranges above by seven percent (7%). The City further agrees to provide an additional salary adjustment July 1, 1980 to reflect the difference if any, between seven percent (7%) and the Portland CPI from July 1979 to July 1980.

The City further agrees that an additional cost of living increase for the period of July 1980 to January 1981 based on the Portland CPI for that period will be given January 1981.

ARTICLE X. SICK LEAVE

Section 1. Employees covered under this agreement shall be credited with eighteen (18) hours sick leave for each full month worked and will utilize twenty-four (24) hours for each shift taken on sick leave. Maximum accrual of sick leave will be one thousand four hundred forty (1440) hours. Any excess of the maximum can be sold back to the City on the following basis: for each eighteen (18) hours earned, eight (8) hours can be sold back at the rate earned. 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 and misuse will constitute immediate grounds for appropriate disciplinary action.

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);

Article X. Section 3 (continued)

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 XI. COMPASSIONATE LEAVE

In the event of a death in the immediate family namely: 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 XII. MILITARY LEAVE

A permanent or probationary employee with six (6) months'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 a 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 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 XIII. 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 XIV. LEAVE WITHOUT PAY

A permanent employee may be granted leave of absence without pay up to one (1) year. Request 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 XV. OUTSIDE EMPLOYMENT

Section 1. Employees gainfully employed other than with the City shall advise the Fire Chief of such employment preferably prior to starting work, but in no case later than five (5) days after employment commences. Forms for this purpose shall be provided by the City. 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 XVI. INDUSTRIAL ACCIDENTS AND ILLNESS

Section 1. 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. Employees shall turn over to the City any monies received from the State Accident Insurance Fund and the City shall issue the employee a check for his full monthly salary. This shall not exceed a period of 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.

Section 2. During any period of workmen's compensation related disability absence from regular employment, all existing levels of sick leave and vacation benefits will be frozen from further accrual until employee returns to work.

ARTICLE XVII. HEALTH BENEFITS TO EMPLOYEES

Section 1. The City will provide to the members and dependants of the bargaining unit during the duration of this contract the following health benefits at no cost to the employee:

- A. Blue Cross Health Insurance (League of Oregon Cities High Option Plan III)
- B. Blue Cross Dental Insurance (League of Oregon Cities Dental Plan III)
- C. Blue Cross Orthodontic Supplement to League of Oregon Cities Dental Plan III
- D. Blue Cross Vision Care (Supplement to League of Oregon Cities High Option Plan III)

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

ARTICLE XVIII. 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
- 1 -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 XIX. RETIREMENT

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 XX. 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. All time limits specified herein exclude Saturdays, Sundays, and holidays.

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.

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

Article XX. Section 2, Step 3. (continued):

Step 3. Mediation. The City and the Association 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 Association 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 \$100.00 per grievance. Additional arbitration costs above \$100.00 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 Association 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 Association that the matter has been resolved.

ARTICLE XXI. 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, 1974 will not qualify as a historical benefit.

ARTICLE XXII. EDUCATION INCENTIVE PROGRAM

Section 1. Education Incentive pay shall be granted by the City to all eligible employees. As specified below, an employee will receive one-fourth (1/4) of one percent (1%) (.025) for each step in that level of certification as outlined by the Fire Standards and Accreditation Board and Emergency Medical Services of the State of Oregon. All requests for Education Incentive pay shall be submitted on the proper form prior to the 24th of the month following completion of any given step. Payment will be made on the next regular payday.

Section 2. A board consisting of the Fire Chief and a representative of the Association shall be responsible for the overall plan of maintaining skills. All requests and approval for special schooling, other than those specified, shall be through this board.

Article XXII. Section 3 (continued):

Section 3. The City will pay full tuition and books expense and other expenses incurred for an employee to retain the appropriate certification level complementary to his classification.

ARTICLE XXIII. RESIDENCY

All employees of the Lebanon Fire Department shall have the option of residing anywhere within the boundaries of the Lebanon City-Rural Fire District.

ARTICLE XXIV. 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.

ARTICLE XXV. 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 first year of this agreement, modification of this agreement, excluding Article IX will be limited to those articles which have been disputed through the grievance procedure. The period of modification will be January, 1980. If either party wishes to modify a disputed article they may do so in accordance with the City Charter.

ARTICLE XXVI. 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.

DATED this _____ day of January, 1979.

FOR THE CITY:

Daniel A. Clark
Mayor

Edwin R. Joz
Administrator/Recorder

Arthur Fellen
Fire Chief

FOR THE ASSOCIATION:

Danny W. Wilson
Chairman

Joseph A. Smith

Lincoln A. Oakes