

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AGREEMENT
WITH THE BATTALION CHIEFS OF THE
LEBANON FIRE DEPARTMENT FOR THE
FISCAL YEARS 1981-84.

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RESOLUTION NO. 30
for 1981

BE IT RESOLVED BY THE 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 an agreement with the Battalion Chiefs of the Lebanon Fire Department for the fiscal years 1981-84. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 24th day of June, 1981.

Robert Y. Smith
Mayor

ATTEST:

P. S. H. —
Recorder

AGREEMENT BETWEEN THE CITY OF LEBANON, OREGON
AND
BATTALION CHIEFS OF THE LEBANON FIRE DEPARTMENT
FOR THE FISCAL YEARS 1981-84

AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into as of July 1, 1981 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 three (3) year agreement.

ARTICLE I
RECOGNITION

1.1 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.

1.2 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.

1.3 The job classification in the Association is as follows: Battalion Chief.

ARTICLE II
ASSOCIATION SECURITY

2.1 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 "B", 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.

2.2 The City agrees to provide the 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

3.1 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

4.1 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

5.1 The normal work schedule for employees covered under this agreement is fifty-six (56) hours per week on a twenty-four (24) hour on-duty and forty-eight (48) hour off duty basis. A normal work day is 7:00 a.m. to 7:00 a.m.

5.2 When an employee is required to work more than that specified in Section 5.1 on a "non-emergency" call back, the employee shall be compensated for such time at one and one-half (1 1/2) times the normal rate of compensation.

5.3 When an employee is required to work more than eight (8) hours in a normal work day for an "emergency" call back, the employee shall be compensated for such time over eight (8) hours at one and one-half (1 1/2) times the normal rate of compensation. No additional compensation is granted for the first eight (8) hours.

5.4 A minimum of one (1) hour overtime pay shall be guaranteed when an employee

is called to work a "non-emergency" call back.

5.6 All overtime shall be computed to the nearest one-half (1/2) hour. When an employee is on a "non-emergency" call back on any of the specified holidays, overtime will be compensated at the rate of two and one half (2 1/2) times the regular computed hourly rate for overtime with minimum guarantee of one (1) hour. Overtime shall be computed on a forty (40) hour work week, four (4) week month formula: gross monthly salary ÷ 160 hours per 4 week month. Base hourly rate x 1 1/2 or 2 1/2 = overtime pay.

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

5.8 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 at their option may convert only those hours in excess of fifty (50) hours to vacation and/or cash (at the rate earned), not to exceed fifty (50) hours sold or converted. Employees shall have the right to utilize the first fifty (50) hours of accrued time in blocks of one hour or more at any time 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 IV 4.1(A) 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

6.1 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 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.

6.2 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

7.1 Uniforms shall be furnished by the City. It shall be the responsibility of each person issued uniforms to clean and care for these uniforms issued, unless dry cleaning is required. All dry cleaning costs will be the responsibility of the City.

7.2 The purchase of uniforms and protective clothing will be the responsibility of the Fire Chief. However the uniforms and protective clothing shall be the same color, make, quality and quantity for all Chief level officers.

7.3 Blazer style coats are an optional accessory and are not covered as uniforms in this article.

7.2 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

8.1 The Association members 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.

8.2 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

9.1 The salary ranges for employees covered by this agreement shall be in accordance with Appendix "A" which by its reference is incorporated into and made a part of this agreement.

ARTICLE X
SICK LEAVE

10.1 Employees covered under this agreement shall be credited with twenty-four (24) 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 (1,440) hours. Any excess of the maximum can be sold back to the City on the following basis: for each twenty-four (24) hours earned, eight (8) hours can be sold back at the rate earned. For each shift taken as sick leave, twenty-four (24) hours will be deducted from sick leave accumulation. 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 any misuse will constitute grounds for disciplinary action.

10.2 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.

10.3 Employees shall be charged for the use of their sick leave in the following ways:

- (A) When an employee must be off because of off-duty illness or accident causing personal disability, he shall be charged twenty-four (24) hours for each shift missed, but sick leave cannot be used for accident or illness resulting from outside employment.
- (B) When an employee must be off one (1) shift because of illness in the immediate family, twenty-four (24) hours shall be charged to sick leave accumulation.
- (C) When an employee must be off as a result of on-the-job injury, job-related or induced illness, he will be charged eight (8) hours sick leave for each shift missed. Use of sick leave for on-the-job injuries will start after the six (6) month period allowed in Article III Section 3.2(c) Industrial Accidents.

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

10.5 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

11.1 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 Chief 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

12.1 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 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

13.1 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

14.1 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 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

15.1 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.

ARTICLE XVI
INDUSTRIAL ACCIDENTS AND ILLNESS

16.1 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.

16.2 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

17.1 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).

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

ARTICLE XVIII
VACATIONS AND HOLIDAYS

18.1 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
6 - 10 years of service	-	10 shifts
Over 10 years of service	-	12 shifts

18.2 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.

18.3 Employees working their regularly scheduled shift will be compensated at the rate of one and one-half (1 1/2) times their hourly rate as per Article V, Section 5.3 (Overtime) for the hours worked on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

ARTICLE XIX
RETIREMENT

19.1 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 XX
GRIEVANCE PROCEDURE

20.1 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 this agreement.

20.2 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 five (5) days, it shall be submitted to the Association 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 five (5) calendar days, excluding weekends and holidays. If the grievance cannot be resolved within five (5) calendar days, excluding weekends and holidays, it shall be forwarded to Step 3.

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 Association 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 per grievance. Additional arbitration costs above \$100 shall be paid by the City. Attorney's fees incurred by the Association shall be borne by the Association.

20.3 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.

20.4 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

21.1 Agreements in this contract are not intended to nullify existing benefits to employees or rights to the City unless specifically included in this agreement.

21.2 Any benefit not used in the last five (5) years will not qualify as a historical benefit.

ARTICLE XXII
EDUCATION INCENTIVE PROGRAM

22.1 The City of Lebanon encourages its employees to improve their skills and qualifications through job-related educational development. Employees' educational development benefits both the City and the employee and allows for increased employee access to promotional opportunities. It is therefore the City's policy to reimburse City employees within annual approved budgetary guidelines, for the cost incurred through job-related educational development. The City of Lebanon shall participate in this program as follows:

- (A) The City shall pay for the cost of books required for recognized Battalion Chief curriculums, provided these books become the property of the City upon completion of the course or courses;
- (B) The City shall pay full cost of tuition;
- (C) To be eligible for this benefit the employee must acquire the Fire Chief's approval of the course or courses to be taken prior to registration for the courses;
- (D) Employee must provide the Fire Chief proof of completion of the course or courses with a grade of "C" or better.

For an employee to be eligible for this benefit he must indicate to the Fire Chief the intent to register in an approved course or courses during the month of January of each year, by completing the required form for educational benefits (See Appendix C). This program will require the utmost cooperation of all eligible employees in order to best utilize budgetary resources.

22.2 The City will pay for tuition, books and mileage, unless transportation is provided, for any classes required to maintain certification level as required by the City or the State.

ARTICLE XXIII
RESIDENCY

23.1 All employees which are covered by this agreement shall have the option of residing anywhere within an eight (8) mile radius of the Lebanon Main station.

ARTICLE XXIV
TERMINATION

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

24.2 If the City Council should, at any time during the period of this agreement merge, consolidate, or change its 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

25.1 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.

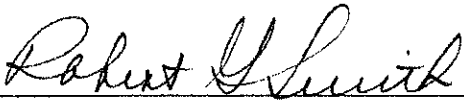
25.2 Modification of this agreement shall be limited to those articles which have been disputed through the grievance procedure. Article IX shall be exempt from this modification procedure. If either party wishes to modify a disputed article they may do so in accordance with the City Charter.

ARTICLE XXVI
SAVINGS CLAUSE

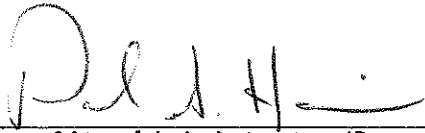
26.1 The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, 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 24th day of June, 1981.

FOR THE CITY:

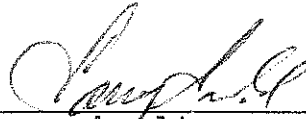


Mayor

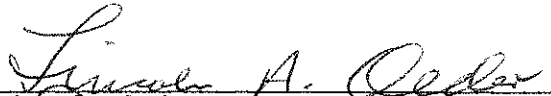


Acting City Administrator/Recorder

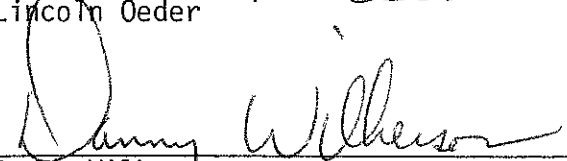
FOR THE ASSOCIATION:



Larry Arnold



Lincoln Oeder



Danny Wilkerson

APPENDIX "A"

SALARY SCHEDULE FOR BATTALION CHIEFS:

July 1, 1981

<u>Job Title:</u>	<u>Low</u>	<u>Salary Range High</u>	<u>Maximum</u>
Battalion Chief	1,700	1,960	2,200

1) Salaries effective July 1, 1981 shall be \$2,100 per month. The salary ranges effective July 1, 1981 are shown above.

2) Second and third year of contract, salaries and salary ranges shall be adjusted by full Consumer Price Index (C.P.I.) (All Urban) with a minimum adjustment of six percent (6%) and a maximum of twelve percent (12%). The C.P.I. shall be based on the Portland Index for the period of January 1981 to January 1982 for the second year adjustment and January 1982 to January 1983 for the third year adjustment.

3) Employees whose salaries are between the low and high range shall receive an automatic two and one-half percent (2 1/2%) increase each year on their employment anniversary date up to the high salary.

4) The Fire Chief may grant an additional five percent (5%) increase each year for meritorious performance by the employee. Such increases will be based on the employee's annual performance evaluation.

5) An employee's salary may be increased to the range between the high and maximum salaries for meritorious performance as described in (4) above. Employees within this salary range are only eligible for the annual cost of living increase as described in (2) and meritorious performance increase.

6) After six (6) full months of employment the City will pay the employee's portion of the P.E.R.S. retirement contribution.

7) New employees shall be placed in the salary range between the low and high salaries in keeping with their experience level as determined by the Fire Chief.