

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

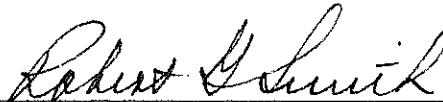
)
)
)

RESOLUTION NO. 3
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 a labor contract with the International Association of Firefighters, AFL-CIO, Local 2163, effective July 1, 1981 through June 30, 1984. 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 28th day of January, 1981.



Mayor

ATTEST:



Recorder

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, LOCAL 2163

TABLE OF CONTENTS

	Page
AGREEMENT AND PURPOSE	1
I RECOGNITION	
1.1 MEMBERSHIP/EXCLUSIONS	1
1.2 NON-DISCRIMINATION	1
II UNION RIGHTS	
2.1 HISTORICAL CLAUSE	2
2.2 UNION REPRESENTATION	2
2.3 UNION SECURITY	3
III EMPLOYEE BENEFITS	
3.1 EDUCATIONAL INCENTIVE PROGRAM	4
3.2 HEALTH AND INSURANCE BENEFITS	4
3.3 LEAVES	5
3.4 RETIREMENT	8
3.5 VACATION & HOLIDAYS	8
3.6 WAGES	8
IV POLICY	
4.1 MAINTENANCE OF MANPOWER	9
4.2 OUTSIDE EMPLOYMENT	9
4.3 OVERTIME	10
4.4 PROBATIONARY PERIOD	12
4.5 RESIDENCY	13
4.6 SENIORITY	13
4.7 SETTLEMENT OF DISPUTES	14
4.8 UNIFORMS AND PROTECTIVE CLOTHING	16
4.9 WORK RULES	17
V CITY RIGHTS	
5.1 CITY SECURITY	17
5.2 MANAGEMENT RIGHTS	17
VI TERM OF AGREEMENT AND MODIFICATION	
6.1 TERM	18
6.2 MODIFICATION PROVISION	19
VII SAVINGS CLAUSE	
7.1 SEVERABILITY PROVISION	19

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 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.

ARTICLE I RECOGNITION

1.1 MEMBERSHIP/EXCLUSIONS.

The City recognizes the Union as the sole and exclusive bargaining agent for permanent, full-time (regular 20 hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix A, attached hereto and by reference incorporated herein, is a listing of all currently covered positions. Fire Chief, Fire Marshal, Battalion Chiefs, confidential employees (as defined by state law) irregular, part-time employees, seasonal employees, and persons hired for a limited period under a specific government act such as CETA, are specifically excluded. The City also recognizes that qualified personnel means those people who are covered by this agreement.

1.2 NON-DISCRIMINATION.

This agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, color, national origin or political affiliation. The Union and the City shall equally share the responsibility for upholding this provision of the agreement and this provision shall not be subject to the arbitration step of the grievance procedure. All references to employees in this agreement designates both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.

ARTICLE II
UNION RIGHTS

2.1 HISTORICAL CLAUSE.

(A) 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.

(B) Any benefit not used since July 1, 1978 will not qualify as a historical benefit.

2.2 UNION REPRESENTATION.

(A) 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, however, the City will not pay overtime as a result of such meetings or negotiations.

(B) In all cases, the shift officer shall be given at least forty-eight (48) hours 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.

(C) The City will allow up to ten (10) shifts (non-compensated time) per year to the Union for the members to attend Union functions other than those listed above. In such instances, a replacement must be arranged for by the Union and approved by the shift officer and in no instance shall the City incur any cost by virtue of allowing a member to be relieved of duty. In no instance shall a member be allowed time off for union business if such action will result in a shift being under-manned from normal manning standards.

(D) 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).

2.3. UNION SECURITY.

(A) 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 Union 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 Union. This authorization shall remain in full force and effect during the term of this agreement.

(B) 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 Fire Department 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 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.

(C) Provided the City acts in compliance with the provisions of this article, the Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provision, or as a result of any check-off errors.

ARTICLE III
EMPLOYEE BENEFITS

3.1 EDUCATIONAL INCENTIVE PROGRAM.

(A) 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:

- 1) The City shall pay for the cost of books required for recognized firefighter curriculums, provided these books become the property of the City upon completion of the course or courses;
- 2) The City shall pay full cost of tuition;
- 3) To be eligible for this benefit the employee must acquire his supervisor's approval of the course or courses to be taken prior to registration for the courses;
- 4) Employee must provide his supervisor 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 his supervisor 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.

(B) 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.

3.2 HEALTH AND INSURANCE BENEFITS.

(A) Health: 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:

- 1) Blue Cross Health Insurance (League of Oregon Cities Plan III)
- 2) Blue Cross Dental Insurance (League of Oregon Cities Plan III)
- 3) Blue Cross Orthodontic Supplement to Dental Insurance (LOC Plan)
- 4) Blue Cross Vision Care (League of Oregon Cities U.C.R. Plan).

(B) Life: The City will provide insurance coverage equal to or better than the existing life insurance, and mandatory insurance programs.

(C) Industrial Accidents:

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. At the end of the six (6) months disability period, the City will review each individual case and give a determination as to whether the disability period should be extended. If the extension of this period is denied, the use of sick leave will commence. Medical progress reports may be required prior to the approval of such payments.

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.

3) It is agreed herein that the City will continue to provide the coverage for full time employees in the bargaining unit under the United Pacific Insurance policy pertaining to disability.

3.3 LEAVES.

(A) Sick Leave:

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.

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.

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.

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

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.

(B) 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 Fire 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.

(C) Military Leave: An employee with six (6) months of continuous service with the City who is a member of the National Guard or a 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 or other leave and without impairment of other rights or benefits to which he is entitled providing the employee receives bona fide 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.

(D) 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 the 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.

(E) 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.

3.4 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.

3.5 VACATION & HOLIDAYS.

(A) 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

(B) 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.

(C) Employees working their regularly scheduled shift will be compensated at the rate of one and one-half (1 1/2) time their hourly rate as per Article IV Section 4.3 (Overtime) for the hours worked on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

3.6 WAGES.

(A) Wages for employees covered by this agreement shall be as set forth in Appendix D.

(B) Compensation for working out of classification shall be as set forth in Appendix E.

ARTICLE IV
POLICY

4.1 MAINTENANCE OF MANPOWER.

(A) 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 is not available for any reason to respond to a call, 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. If either of these individuals are assigned to field work they shall be provided with transportation and fire-fighting gear and be available at all times by radio to respond immediately to an alarm. 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.

(B) 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.

(C) 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 regularly 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.

4.2 OUTSIDE EMPLOYMENT.

(A) 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:

- 1) Be compatible with the employee's regular work hours;
- 2) In no way detract from the efficiency of the employee in his City work;
- 3) Must be legitimate employment;
- 4) Must not take preference over extra duty required by City employment.

4.3 OVERTIME.

(A) The normal work schedule for employees covered under this agreement is fifty-six (56) hours per week, on a twenty-four (24) hours on-duty, and forty-eight (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 as follows: gross monthly pay - 160 hours base hourly rate. Base hour rate x 1.5 + overtime rate.

(B) 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, as determined by the City, except when special skills are required to perform the work. The employee retains the right to refuse any non-emergency overtime offered to him.

(C) 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 45 minutes to 2 hours (inclusive) = 2 hours
and so on and so forth.

(D) The following overtime callback 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 - Assistant Shift Officer Vacancy
 - A. Off duty Assistant Shift Officer
 - B. Qualified personnel
- No. 2.- Engineer's Vacancy
 - A. Qualified personnel
- No. 3 - Lieutenant Vacancy
 - A. Qualified personnel
- No. 4 - Paramedic/EMT Vacancy^A
 - A. Qualified personnel
- No. 5 - Firefighter Vacancy
 - A. Qualified personnel

(E) 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) (Maintenance of Manpower), of this agreement. Notification of intent to use compensatory time must be made to the person in charge of the shift.

(F) Employees who are registered voters may be granted time off to vote on election day if they otherwise would not be able to vote due to their work schedule.

(G) The Union agrees to attend four (4) department meetings in a calendar year without any compensation. These meetings would be mutually agreed upon by the City and the Union and would be reserved for important department information and safety.

(H) In the event that the regular overtime procedure cannot obtain callback personnel, the person in charge may recall the first employee contacted and require him to report for duty.

4.4 PROBATIONARY PERIOD.

(A) The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing an employee's work, training and aiding employees in adjustment to their position and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new full-time employee hired into the bargaining unit shall serve a probationary period of six (6) full months. Employees promoted into a higher classification shall serve a probationary period of six (6) full months.

(B) The Union recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal and to exercise all rights not specifically modified by this agreement with respect to such employees, including but not limited to the assignment of on-the-job training in other job classifications. The Union also recognizes the right of the City to demote an employee on probationary status to his previous position. On the sixth month of any probationary period, the Chief officers of the department will meet and decide as to whether the employee has successfully completed his probationary period and a decision will be rendered at that time.

4.5 RESIDENCY.

All employees of the Lebanon Fire Department shall have the option of residing anywhere within a fifteen (15) mile radius of the Lebanon Main Station.

4.6 SENIORITY.

(A) 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.

1) Preference on vacation scheduling shall be by departmental 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.

2) In the event of a 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.

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

(B) An employee shall lose all seniority credit in the event of:

- 1) Voluntarily quitting;
- 2) Discharge;
- 3) Failure to return from layoff within fourteen (14) calendar days following notification;
- 4) Layoff of more than two (2) years;
- 5) 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.

(C) In the event of a shift change on job assignment, such changes will be done by classifications and seniority within the classification. In the event that this cannot be accomplished, it shall be done on a departmental seniority basis. The procedure by which shift transfers will be implemented is as follows:

- 1) An employee shall be guaranteed at least twenty-four (24) hours off going to a new shift, and seventy-two (72) hours off returning to his regular shift, or seventy-two (72) hours off going to a new shift and twenty-four (24) hours off returning.

In the event that an employee is required to work other than his regularly assigned shift, and the preceding time limits cannot be followed, then that employee shall be guaranteed that the provisions of Article VI (Overtime) under the current contract between the City of Lebanon and IAFF Local 2163 shall be followed:

(D) Vacation Procedures (See Appendix F).

4.7 SETTLEMENT OF DISPUTES.

(A) 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 any alleged violation of the agreement.

(B) Time Limits: The time limits set forth herein shall be modified only by written agreement. Failure by the City or the Union to respond within a specified time limit shall constitute rejection of the grievance at that step and thereby allow the other party to proceed to the next step within the applicable time limit. If the Union wishes to abandon the grievance at any point in the grievance process, it must be done in writing. All time limits specified in this article exclude Saturdays, Sundays, and Holidays.

(C) In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1: The employee shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within five (5) days

of the occurrence thereof. The written grievance shall include:

(1) submittal date and date grievance occurred; (2) a statement of the specific city action or lack of action which is the cause of grievance; (3) specific provisions of the contract by Article and section or sections violated; and (4) remedy sought. The supervisor shall meet with the aggrieved party and make a written response to the grievance within five (5) days.

Step 2: If after five (5) days from the submission of the grievance to the supervisor in Step 1 hereof, the grievance remains unresolved, the grievance may be submitted within five (5) days to the Fire Chief or his designee by forwarding a copy of all materials submitted or received at all prior steps to the Fire Chief or his designee, with a cover letter specifying that the matter is being pursued to the second step. The Chief or his designee shall meet with the aggrieved party who may have a union representative at the meeting and make a written response to the grievance within five (5) days from the date the grievance was submitted to Step 2.

Step 3: If after five (5) days from the date of submission of the grievance to the Chief the grievance remains unresolved, the grievance may be submitted within five (5) days to the City Administrator of the City by forwarding a copy of all materials submitted or received at all prior steps to the City Administrator with a cover letter specifying that the matter is being pursued to the third step. The City Administrator or his designee shall meet with the Union and make a written response to the grievance within five (5) days from the date the grievance was formally submitted to the City Administrator.

Step 4: If the grievance is not resolved within five (5) days from submission of the grievance to the City Administrator, it may be submitted within five (5) days to mediation. The City and the Union will jointly

request in writing a mediator from the State of Oregon Conciliation Service. 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.

Step 5: If the grievance is not resolved within ten (10) days of receipt of the mediator's recommendation, both parties shall submit the grievance immediately to an arbitrator in the following manner:

(D) Arbitration: A list of five (5) members of the American Arbitration Association shall be requested and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall determine whether City or Union is to strike the first name. The one name remaining following striking shall be the arbitrator. One 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 cost 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. Attorney fees as incurred by the Union shall be borne by the Union.

(E) Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City.

(F) 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.

4.8 UNIFORMS AND PROTECTIVE CLOTHING:

(A) Uniforms shall be furnished by the City. It shall be the responsibility of each person issued uniforms to clean and care for uniforms issued.

(B) 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.

(C) At the request of the Union Safety Chairman, uniforms and protective clothing will be inspected every six (6) months by the Fire Chief and the Safety Chairman. Action taken on repairs or replacement will commence within thirty (30) days of inspection.

4.9 WORK RULES.

For the purpose of establishing continued harmony and strong relations, the Union shall participate in the formation and/or modification of work rules as they pertain to department working conditions and/or safety.

ARTICLE V CITY RIGHTS

5.1 CITY SECURITY.

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

5.2 MANAGEMENT RIGHTS.

(A) 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;
- 11) To determine the need for and the qualifications of new employees, transfers and promotions;
- 12) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bath faith, or without just cause. Just cause does not apply to probationary employees;
- 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. Except where abrogated by specific provisions of this agreement, management rights are not subject to the grievance procedure.

ARTICLE VI TERM OF AGREEMENT AND MODIFICATION

6.1 TERM.

This agreement shall be in effect as of July 1, 1981 and shall be binding upon the City, the union and their members and shall remain in full force and effect through June 30, 1984.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been knowledge or contemplated of either or both of the parties at the time that they negotiated and signed this agreement. All items and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control. Notwithstanding, this agreement, or any part of it, may be terminated or re-negotiated at any time by mutual consent of both parties.

6.2 MODIFICATION PROVISION.

This agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the union gives written notice to the other, not later than December 15th next prior to the aforesaid expiration date of the agreement of its desire to modify the agreement.

ARTICLE VII SAVINGS CLAUSE

7.1 SEVERABILITY PROVISION.

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 4th day of February, 1981.

FOR THE CITY:

Robert H. Smith
Mayor

Edwin B. King
City Administrator

Arthur Fuller
Fire Chief

Sam A. Arnold
Battalion Chief

FOR THE UNION:

Howard D. White
President

Joseph M. Spencer
Bargaining Team Member

Thomas H. Miller
Secretary-treasurer

APPENDIX A

Assistant Shift Officer

Engineer

Firefighter

Lieutenant (Ambulance)

Paramedic/EMT

APPENDIX B

NAME OF ORGANIZATION _____ Employee No. _____

DATE OF AUTHORIZATION _____

AMOUNT OF AUTHORIZATION _____

For City use, do not write above this line.

CITY OF LEBANON
Employee Organization Membership Dues
Payroll Deduction Authorization Form

I, _____, having voluntarily elected to become a member of _____ do hereby authorize the City of Lebanon as my employer to deduct from my accrued earnings the amount of \$_____ (amount of dues per month). This deduction shall be made only if my accrued earnings are sufficient to cover the above amount.

I understand that I may withdraw this authorization or amend the amount of dues deducted as provided in the terms of the applicable labor agreement.

Signed: _____ Date: _____
Employee

Signed: _____
Union Treasurer

Name of employee organization:

APPENDIX C

EDUCATIONAL AID REQUEST

NAME: _____ DATE: _____

PHONE: _____

School you will be attending: _____

Course(s) to be taken: _____

(Use other side if needed)

Approximate cost of tuition: _____

Approximate cost of books: _____

Employee signature constitutes agreement to pay back education aid received within ninety (90) days if that employee does not successfully complete the course.

Employee signature: _____ Date: _____

Department Head approval: _____ YES _____ NO

Reason for disapproval: _____

Department Head Signature: _____

APPENDIX D

JULY 1, 1981	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII	Step IX	Step X
Firefighter	1,300	PERS	1,330	1,360	1,395	1,430	1,465	1,505	1,540	1,580
Engineer/EMT	1,360	PERS	1,395	1,430	1,465	1,505	1,540	1,580	1,620	1,660
Lieutenant	1,430	PERS	1,465	1,505	1,540	1,580	1,620	1,660	1,700	1,745

PERS = PERS Pickup

- 1) Step II granted at 6 months after initial employment date
- 2) New employees placed on salary schedule in keeping with experience level as determined by department head
- 3) Promoted employees will receive a minimum 5% increase from existing salary upon promotion from one class to a higher class
- 4) One Step Annual Automatic increase) 1
- 5) Merit Increase - Two Step possible annually) $\frac{2}{3}$ Step maximum possible each 12 months
- 6) Second and third year cost of living addition on all steps as follows:
 - a) July 1, 1982 Cost of Living increase of minimum 6% - not to exceed 12% based on Portland Consumer Price Index (All Urban) for the period January 1981 to January 1982
 - b) July 1, 1983 Cost of Living increase of minimum 6% - not to exceed 12% based on Portland Consumer Price Index (All Urban) for the period January 1982 to January 1983
- 7) Designated Assistant Shift Officer will receive \$20 above his current salary for each shift worked in that capacity (only applicable in absence of Battalion Chief on shift for periods of twelve (12) hours or more).

APPENDIX D

APPENDIX E

WORKING OUT OF CLASSIFICATION: When an employee is required to work out of classification for more than five (5) shifts within a thirty (30) day period, or five (5) consecutive shifts, he shall be compensated at that higher classification.

APPENDIX F

VACATION PROCEDURES:

Vacation requests shall be submitted seven (7) shifts prior to the dates requested when you are asking for two or more shifts off. As long as vacation requests are submitted the seven (7) shifts prior, all efforts will be made to grant the request. The need for overtime will be considered when granting a vacation request. Vacation requests shall be submitted to the Battalion Chief for his approval. Battalion Chiefs shall, if at all possible, approve or disapprove vacation the same day, or in no instance, any longer than the next regularly scheduled shift of that employee, as long as no other vacations have been approved for the same period. Special vacations for one shift may be submitted to the Battalion Chiefs up to the date requested. Again, vacation would be approved only if there are no other conflicts. Under these conditions, employees are subject to callback if another employee becomes sick. All vacation requests will be filled out in duplicate form with the employee keeping one copy after proper submittal to the person in charge. When request has been approved or disapproved, a copy will be returned to the employee. There will be a vacation calendar posted in the Battalion Chief's office. All vacations, after approval, shall be entered on the calendar and the vacation slip shall be put in the folder provided below the vacation calendar.

VACATION REQUEST FORM

NAME: _____ DATE: _____

SHIFT OR DAYS OFF REQUESTED: _____ OR WEEK OF: _____
1. _____ 4. _____ FROM: _____
2. _____ 5. _____ TO: _____
3. _____ 6. _____

REMARKS: _____

SIGNATURE OF EMPLOYEE: _____

OFFICIAL ACTION ON APPLICATION

APPROVED: ()

DISAPPROVED: ()

IF DISAPPROVED, GIVE REASON: _____

SIGNATURE AND DATE OF APPROVAL: _____