

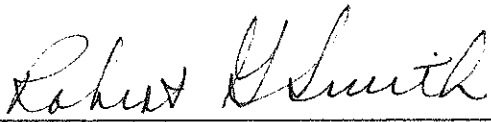
A RESOLUTION AUTHORIZING THE MAYOR  
AND CITY RECORDER TO ENTER INTO A  
CONTRACT AGREEMENT WITH THE LEBANON  
FIRE DEPARTMENT FOR THE FISCAL YEARS  
1984-1987

RESOLUTION NO. 14  
for 1984

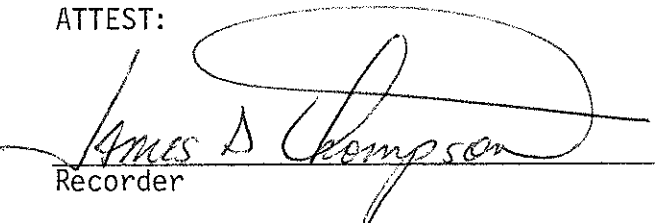
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON, AS FOLLOWS:

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, for the fiscal years 1984-1987. 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 23rd day of May, 1984.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, LOCAL 2163

JULY 1, 1984

TO

JUNE 30, 1986

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## AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into as of July 1, 1984 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, 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

Agreements to this contract are not intended to nullify existing historical benefits to employees unless specifically included in this agreement. Without limitation to, but by way of illustration, the historical benefits will include:

1. Use of the department facilities for the cleaning of uniforms;
2. Use of the department facilities for minor repair of personal vehicles during non-business hours;
3. Use of home alerting device for response to emergencies;
4. The right to trade shift when needed;
5. The use of department facilities for preparing meals;
6. The right to enter the working area when off duty to conduct Union business as long as this in not an interruption of the on-duty shift work routines.

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.

B. In all cases, an officer of the Union shall notify the Shift Officer no less than forty eight (48) hours prior to when representatives must be away from the duty station.

2.3 UNION SECURITY

A. The City agrees to deduct 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 by the 5th day of the month to the treasurer of the Union. Should there be any changes to the monthly Union dues or assessments, the Union will notify the City Finance Department no less than fourteen (14) working days to when the union dues or assessments are to be deducted.

### 2.3 UNION SECURITY CONT:

B. Any person who is a member of the bargaining unit 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 fees required for membership.

Any employee covered by this agreement as listed in Article 1 (1.1) 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 fees required for membership.

This agreement recognizes the rights of non-association for employees based on bonafide religious 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 or charity mutually agreed upon by the affected employee and the treasurer of the Union, except as such would be in violation of any federal or state law or administrative ruling.

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 development. Employee's 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 assist city employees, within annual approved budgeted appropriations, for the cost incurred through job-related development.

For an employee to be eligible for these benefits he must submit the form (Appendix C) by December 31st to indicate the college classes, seminars, and other outside courses he plans to attend the following year. In January the Chief and the Training Division will review all forms submitted for appropriateness and completeness.

The required forms will be submitted to the budget process and the total will be adjusted in the training line item proportionately to final approved budget appropriations.

To be eligible for class registration, the employee must receive his supervisor's verification that the course or courses are in fact job related. Verification must be received prior to registration. In order for any course or courses to be accepted, any one of the following requirements must be met:

1. Be of benefit to the department;
2. Be appropriate training in relation to employee's present or anticipated job assignment.
3. Be a required class for job re-certification.
4. Be a class or course required for a job related degree.

B. The City shall pay for all costs of tuition, books, transportation, meals and lodging for all classes required by the City, and for all classes required for state certification as determined by the City. All books and materials purchased by the City remain City property.

C. Employee must provide his supervisor proof of successful completion of the course or a grade of "C" or better; or must repay all costs in full, (except books) to the City within sixty (60) days.



### 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. Health Insurance
2. Dental Insurance
3. Orthodontic Supplement to Dental Insurance
4. Vision Care

The City may change, upon approval of the Union, the insurance carrier as long as the benefits are equal to or exceed present benefits. If health insurance premiums increase over twenty percent (20%), the Union will be liable for those costs.

B. Life: The City will provide insurance coverage equal to or better than the existing life insurance and mandatory insurance program. If life insurance premiums increase over ten percent (10%) the Union will be liable for those costs.

C. Industrial Accidents:

1. The City provides insurance coverage for all employees for injuries and illness 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 insurance company 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 as per 3.3 A 3 b. Medical progress reports may be required prior to the approval of such sick leave usage.

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.

### 3.2 HEALTH AND INSURANCE BENEFITS CONT.

3. City will pay \$15.00 per employee per month for use in purchasing a disability policy. The Union will be responsible for administering the policy and will file a certificate of insurance with the City as proof thereof.

### 3.3 LEAVES

#### A. Sick Leave:

1. Employees covered under this agreement who work a fifty-six (56) hour work week will accrue sick leave at the rate of twenty-four (24) hours sick leave earned for each full month worked and will utilize twenty-four (24) hours of sick leave for each shift missed. 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 may be sold back at the straight time rate earned (See Appendix D). Those employees covered under this contract who work a forty (40) hour work week will accrue sick leave at the rate of ten (10) hours sick leave earned for each full month worked and will utilize ten (10) hours sick leave for each day of work missed. Maximum accrual of sick leave will be seven hundred twenty (720) hours and any excess of the maximum may be sold back to the City at the rate of three and one-third (3 1/3) hours for each ten (10) hours earned. 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 illness in the immediate family (i.e. husband, wife, son, daughter, step-children) such time will be granted upon request to the Chief, or his designate, and charged against sick-leave time.

When an employee must be away from the job because of a serious illness in the extended family (i.e. sister, brother, step-sister, step-brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother), such time may be granted upon request to the Chief or his designate, and charged against sick-leave time, vacation or compensatory time.

### 3.3 LEAVES CONT:

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 as a result of an on-the-job injury, job-related or induced illness, he will be charged eight (8) hours sick leave for each shift missed. Employees who work forty (40) hour work weeks shall be charged three and one-third (3 1/3) hours sick leave. Use of sick leave for on-the-job injuries will start after the sixth (6th) month period allowed in Article III Section 3.2 (c) Industrial Accidents.

When an employee requests time off for a previously planned appointment that could be scheduled on an employee's day off, sick leave will not be used, unless the employee presents a physician's documentation that such was a required date of treatment.

4. Upon retirement or termination due to disability, the City shall comply with ORS 236.153.

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.

6. In an effort to reduce sick leave used for other than the aforementioned reasons, the following sick leave incentive is offered:

Employees who use less than three (3) work shifts or days in the period from July 1 to June 30 shall be paid for those hours unused in cash the following December 1st at the straight time rate on a separate check. Sick leave paid will be deducted from employee's balance.

#### B. Compassionate Leave:

In the event of a death in the immediate family (i.e. mother, father, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and 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 two (2) shifts (for shift personnel) or one (1) working week (for personnel on a forty (40) hour week) will be granted if requested by the employee. Such leave will not be charged to sick leave time.

### 3.3 LEAVES CONT:

Leave with pay up to four (4) hours may be granted when an employee serves as 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 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 to other rights or benefits to which he is entitled, providing the employee received 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 approval by the Fire Chief or City Administrator. Leaves of absence for longer than thirty (30) days must be approved by the City Administrator.

### 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

A. After one (1) continuous year of employment, employees covered under this contract will receive the following number of shifts per year for vacation:

#### Suppression Personnel:

1	-	5	years of service	-	nine (9) shifts
6	-	10	years of service	-	ten (10) shifts
		Over 10	years of service	-	twelve (12) shifts

#### Forty Hour Per Week Personnel:

1	-	5	years of service	-	three (3) weeks
6	-	10	years of service	-	four (4) weeks
		Over 10	years of service	-	five (5) weeks

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 ( $\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) times 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, Veteran's Day, Thanksgiving, and Christmas. See Appendix D for example of the way holiday pay is to be figured.

### 3.6 WAGES

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

ARTICLE IV  
POLICY

4.1 MAINTENANCE OF MANPOWER

A. The City shall provide at least three (3) full-time firefighters per shift for the purpose of responding on first line apparatus; which will consist of no less than two (2) members of Local 2163. In the event of lay-off due to budgetary difficulties, this section shall be nullified; however if all 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 and that refusal has been properly documented, the Chief or his designate may appoint an individual to work such overtime.

C. In order to meet the requirements of Section A of the Article, the City reserves the right to fill vacant positions as outlined herein with a temporary firefighter:

1. When the vacancy exceeds three shifts, or it appears the vacancy will exceed three shifts;
2. To fill a vacant position until the regular hiring process can be completed;
3. When a vacancy occurs for any reason, and no other member of Local # 2163 wishes to fill said vacancy as outlined in Section B of this Article;
4. For the purposes of clarification, the job qualifications and a statement of duties for temporary firefighter is included in Appendix E of this agreement.

D. Personnel going off duty or coming on duty shall report to the officer in charge. In the event that personnel replacing those going off duty 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. Be legitimate employment;
4. 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 AM to 7:00 AM. Eligible employees who are required to work more than the above schedule shall be paid for such extra hours at the overtime rate. All persons will have their overtime paid as stated in Appendix D.

B. The City reserves the right to determine when overtime is to be worked and in what classification. 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. 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.

D. The following overtime callback procedural roster (by classification) shall be used only when, at the judgement of the City, the callback of off-duty personnel is necessary:

- No. 1 Assistant Shift Officer Vacancy (until July 1, 1985)
  - A. Off-duty Assistant Shift Officer
  - B. Qualified Personnel
- No. 2 Company Officer (After July 1, 1985)
  - A. Off-duty Company Officer
  - B. Qualified Personnel
3. Engineer/Medic
  - A. Off-duty Engineer/medic
  - B. Qualified Personnel

#### 4.3 OVERTIME CONT:

E. 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 ( $\frac{1}{2}$ ) hour. When an employee is called to work outside his regular work hours on any of the specified holidays, holiday overtime will be paid as per Appendix D. 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) =  $1\frac{1}{2}$  hours

1 hour 46 minutes to 2 hours (inclusive) = 2 hours; and so on

F. 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 one hundred (100) hours compensatory time.

Employees shall have the right to utilize compensatory time in blocks of one (1) hour or two (2) hours 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. Notification of intent to use compensatory time must be made to the person in charge of the shift. If any employee anticipates that he will need to be gone more than two (2) hours, but less than six (6) hours, he will notify the person in charge, one (1) shift prior. Any time a person anticipates the need to be gone more than six (6) hours on compensatory time, it will be scheduled the same as vacation.

G. 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.



#### 4.3 OVERTIME CONT:

H. The parties agree that the overtime rate as stated in Appendix D is frozen for the life of this contract and not subject to the opener clause as provided for in Article VIII, Section 8.1.

I. Employees who are registered voters will be granted time off to vote on election day if they otherwise would not be able to vote due to their work schedule, but in no case will overtime be paid.

J. Mandatory Departmental Meetings: The Union agrees to attend four (4) departmental meetings per year. The meeting will be mutually agreed upon in writing as to time and place and will be reserved for important department information and safety. The Chief will post an agenda for the meeting no less than five (5) working days prior to the meeting and the meetings will be no longer than (2) hours in duration. Any time in excess of the two (2) hours will be compensated as overtime.

#### 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 twelve (12) full months. Employees promoted into a higher classification shall serve a probationary period of twelve (12) 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 with just cause to his previous position. On the twelfth (12) month of any probationary period, the Chief will decide as to whether the employee has successfully completed his probationary period and a decision will be rendered at that time. The Chief retains the right to extend probation.

#### 4.5 RESIDENCY

All employees of the Lebanon Fire Department shall reside within the boundaries of the Fire District. Those employees currently residing outside the Fire District shall move into the Fire District on their next move; or within ninety (90) days after successful completion of probationary period. The Fire Chief may grant extension of time to comply with this provision due to hardship.

#### 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 twelve (12) months of continuous employment 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 department seniority of all personnel on shift, including Chief Officer. At no time may an employee with less seniority be bumped sixty (60) days or less before his vacation is to start without his consent. At no time will the seniority of non-shift personnel be a factor in determining vacation preference for shift personnel.

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 lay off.

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

#### 4.6 SENIORITY B CONT:

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 temporary shift change, such change will be done by classification 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.

2. In the event of a permanent shift change, one (1) days vacation will be paid in the case of a backward rotation and three (3) days off will be given in the case of a forward rotation. Supervisors will attempt to avoid at all costs a forty-eight (48) hour shift. However, if such is absolutely necessary, the second twenty-four (24) hour shift will be paid at the overtime rate.

3. 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 V (Overtime) under the current contract between the City of Lebanon and IAFF Local #2163 shall be followed.

#### 4.7 WORK RULES

The Union will participate in the formation, modification and implementation of rules of personal behavior. The Labor Management Team will research and submit Department Rules of Personal Behavior to the City and the Union for approval. Upon mutual agreement the Rules of Personal Behavior will be included in this contract. The rules of Personal Behavior will be included in this agreement no later than January 1, 1985, and will be found in Appendix F.

#### 4.8 VACATION PROCEDURES

The City and the Union agree to have the procedures for vacation request and approval researched by the Labor Management Team and this team will make recommendations to both the Union and the City for a procedure that is in the best interest of both the personnel and the management of the department. The procedure must be accepted by the concerned parties and included in this contract by July 1, 1984.

ARTICLE V  
LABOR MANAGEMENT TEAM

5.1 LABOR MANAGEMENT TEAM

For the sole purpose of maintaining continued harmony, there will be established a Labor Management Team consisting of not more than three representatives from Local #2163 and three members from the City. The team will meet upon request of either party to discuss all matters of mutual concern. The team shall have the authority to make recommendations to the Union and the City. See Appendix G for other criteria of the Labor Management Team.

5.2 GRIEVANCE AND IMPASSE RESOLUTION

The procedures for Grievance and Impasse Resolution will be re-searched for modification by the Labor Management Team and any modifications to the present procedure will be presented and accepted by the City and Union by July 1, 1984.

ARTICLE VI  
SAFETY

6.1 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

A. Uniforms and all items considered as part of the uniform will be provided by the City. It will be the responsibility of the person issued the uniform to clean and care for all articles of that person's uniform. It is also the responsibility of the person issued the uniform to report needed repairs to his supervisor in a timely manner. The following articles are considered part of the uniform:

- |                          |   |
|--------------------------|---|
| 1. Shirts and/or blouses | 5. Hats (as required)                               |
| 2. Pants and coveralls   | 6. Badges, nameplates and patches                   |
| 3. Footwear              | 7. Accessories, such as holsters, belts, ties, etc. |
| 4. Coats or jackets      |   |

B. The selection and purchase of protective clothing will be the responsibility of the Fire Chief or his designate. The Fire Chief or his designate will notify the Union of the intent to change the quality or style of protective clothing no less than thirty (30) days prior to the purchase of said clothing. The Union will have (15)days to research and make recommendations to the Fire Chief or his designate as to quality and type of protective clothing.

## 6.1 UNIFORMS, PROTECTIVE CLOTHING AND EQUIP CONT,

C. Upon request, the Union Safety Chairman and the Fire Chief, or his designate, will inspect all uniforms and protective clothing. Any action deemed necessary by the Fire Chief or his designate regarding repairs or replacement will commence within forty-five (45) days of inspection.

D. Employees will be responsible for providing undergarments in accordance with department policy.

## ARTICLE VII CITY RIGHTS

### 7.1 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.

### 7.2 MANAGEMENT RIGHTS

A. Except as otherwise specifically limited by the terms of this agreement, the City possesses all of the customary, usual and exclusive rights, decision making perogatives, 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 perogatives, 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;

## 7.2 MANAGEMENT RIGHTS CONT:

8. To contract or subcontract work, other than that work which relates to Fire Suppression, Fire Prevention, and Emergency Medical Service as determined by the City. However, the City will notify the Union at least sixty (60) days prior to contracting or sub-contracting of Fire Department work;
9. To assign shift, 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 bad 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 VIII TERM OF AGREEMENT AND MODIFICATION

### 8.1 TERM

This agreement shall be in effect as of July 1, 1984 and shall be binding upon the City, the Union and their members and shall remain in full force and effect through June 30, 1986. However, Article III, 3.2 and 3.6 and Article X, 10.1, will be reopened as per the normal guidelines for negotiating collective bargaining agreements with the exception of overtime.

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.

## 8.1 TERM CONT:

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 matter, even though such subjects or matters may not have been knowledge of 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 anypart of it, may be terminated or re-negotiated at any time by mutual consent of both parties.

## 8.2 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 their desire to modify said agreement.

## ARTICLE IX SAVINGS CLAUSE

### 9.1 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.

ARTICLE X  
CAREER DEVELOPMENT PROGRAM

10.1 COMPANY OFFICER

The City agrees to develop and implement by July 1, 1984, a career development program for the purpose of promoting three (3) members of Local # 2163 to the position of Company Officer on July 1, 1985.

This career development program will be offered to all interested members of Local # 2163 and the promotion to Company Officer will be based on the criteria established by the Fire Chief. Company Officers will receive the title, rank and privledges commensurate to lieutenant.

The Union and City agree that Staff Officer positions including Assistant Training Officer and Emergency Medical Services Coordinator will be revised for possible exclusion from the bargaining unit.



DATED this 30<sup>TH</sup> day of June, 1984.

FOR THE CITY:

Robert G. Smith  
Mayor

James D. Thompson  
City Administrator

Bruce D. Piche  
Fire Chief

Johnny Wilkerson  
Battalion Chief

FOR THE UNION:

Terry S. Adams  
PRESIDENT

Leslie D. Lumsden  
Vice-President

Howard D. White  
Bargaining Team Member

Dale Mines  
Secretary-Treasurer

APPENDIX A

STAFF OFFICER  
COMPANY OFFICER  
ENGINEER-MEDIC

APPENDIX B

NAME OR ORGANIZATION \_\_\_\_\_  
DATE OF AUTHORIZATION \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_  
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: \_\_\_\_\_ Date: \_\_\_\_\_  
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: \_\_\_\_\_

## LEBANON FIRE DEPARTMENT

## 1984-85 SALARIES

POSITION	PAY STEP	TIME	MONTHLY SALARY	STRAIGHT TIME HR.	REGULAR OT HR.	HOLIDAY PAY HR.	HOLIDAY OT HR.
TEMP F/F EMT II	A	HIRING	1328	5.53	N/A	N/A	N/A
TEMP F/F EMT III	B	HIRING	1410	5.87	N/A	N/A	N/A
ENGINEER-MEDIC	C	HIRING	1492	6.21	13.98	13.98	23.31
ENGINEER-MEDIC	D	6 MONTH	PERS	0.00	0.00	0.00	0.00
ENGINEER-MEDIC	E	1 YEAR	1574	6.55	14.75	14.75	24.59
ENGINEER-MEDIC	F	2 YEAR	1657	6.90	15.53	15.53	25.89
ENGINEER-MEDIC	G	3 YEAR	1739	7.24	16.30	16.30	27.17
ENGINEER-MEDIC	H	4 YEAR	1822	7.59	17.08	17.08	28.46
ENGINEER-MEDIC	I	5 YEAR	1905	7.93	17.85	17.85	29.76
COMPANY OFFICER	J	PROMOTION	1952	8.13	18.30	18.30	30.50
COMPANY OFFICER	K	1 YEAR	2001	8.33	18.75	18.75	31.26
COMPANY OFFICER	L	2 YEAR	2051	8.54	19.22	19.22	32.04
STAFF OFFICER	M	HIRING	2102	12.15	19.70	19.70	32.84
STAFF OFFICER	N	6 MONTH	PERS	0.00	0.00	0.00	0.00
STAFF OFFICER	O	1 YEAR	2155	12.45	20.20	20.20	33.67
STAFF OFFICER	P	2 YEAR	2209	12.76	20.70	20.70	34.51

## APPENDIX E

### Temporary Firefighter Position

#### 1) Job Assignment

- A. Temporary firefighters will be generally assigned to perform all regular duties as an Engineer Medic based on their qualifications.
- B. The position will only be given to certified EMT II's and III's. EMT III's will be given the first opportunity to work.
- C. If at any time there are less than two (2) EMT III's who are members of the bargaining unit on duty, and a temporary firefighter is used, the temporary firefighter must be an EMT III or an EMT IV.
- D. The City will maintain no less than one Union EMT III per shift.
- E. In order to maintain two (2) EMT III's for response on all ALS ambulance, temporary firefighters with and EMT II certification will only be used on a four (4) man shift.

#### 2. Salary

- A. Salary for EMT II will be at a rate of \$1,328.00 per month.
- B. Salary for EMT III or EMT IV will be at a rate of \$1,410.00 per month.
- C. Temporary firefighters will not be eligible for overtime compensation.
- D. 2% of the salary for temporary firefighters will be paid to the Secretary-Treasurer of Local 2163 as fair share.

#### 3. Selection Process

The City and the Union agree that there will be a formalized selection process for the appointment of temporary firefighters.

## APPENDIX F

### DEPARTMENT RULES OF PERSONAL BEHAVIOR

The following list of directives represents the personal conduct standards for members of the Lebanon Fire Department. The basis for these regulations is the following policy:

Every member of the Lebanon Fire Department is expected to operate in a highly self-disciplined manner and is responsible to regulate his own conduct in a positive, productive, and mature way.

#### EVERY MEMBER SHALL:

1. Follow written directives of both the Lebanon Fire Department and the City of Lebanon.
2. Use their training and capabilities to protect the public at all times.
3. Work in a reasonable and prudent manner in their positions to cause department programs to operate effectively.
4. Supervisors will manage in an effective, considerate manner. Subordinates will follow instructions in a positive, cooperative manner.
5. Conduct themselves in a manner that creates good order inside the department.
6. Keep themselves informed to do their jobs effectively.
7. Be concerned and protective of each member's welfare.
8. Operate safely and use good judgement.
9. Keep themselves physically capable of performing their job.
10. Observe the work hours of their position.
11. Obey the law.
12. Use department equipment and property with reasonable care.

#### MEMBERS SHALL NOT

13. Use their position with the department for personal gain or influence.
14. Use alcoholic beverages, debilitating drugs or any substance which could impair their physical or mental capacities while on duty.
15. Engage in physical conflicts other than to defend themselves and/or others.
16. Engage in any sexual activity while on duty.
17. Abuse their sick leave.

APPENDIX G

THE ROLL OF THE L.M.T.

- 1) Provide a flow of communication between employees and staff
- 2) Assess, resolve, and clarify problems dealing with:
  - A) Contract matters
  - B) Personnel matters
  - C) Grievances
  - D) Disciplinary matters
- 3) Information exchange on specific issues.

MEMBERSHIP OF THE L.M.T.

- 1) Union representation  
Two (2) members or alternates
- 2) Staff representation
  - A) Chief
  - B) Staff Officer
  - C) Alternate
3. L.M.T. will normally function with the two (2) primary members representing each group.
4. Any member of the L.M.T. who has a conflict of interest, or who is unable to attend, will be replaced by the alternate.

MEETING CRITERIA

1. Upon request from either the staff or union representative.
2. Upon submission of an action request form concerning management/labor issues.
3. Any grievance is advanced to Step III of the process.
4. When a disciplinary action is appealed, by the employee in writing.
  - A) A written request for appeal will be submitted by the employee to the Chief or the Union President within five (5) weekdays of notification of said disciplinary action.
  - B) The Chief or the Union President will notify all members of the LMT and a hearing will be conducted within ten (10) weekdays following the notification of the employee request to the Chief or Union President.
  - C) Any decision from the LMT will be rendered and the employee notified in writing within five (5) weekdays of said meeting.
  - D) Any employee who is not satisfied with the LMT's decision may pursue this issue through the Settlement of Disputes Section of the Contract. This must be submitted in written form five (5) weekdays from receipt of the LMT's decision.



### 3.5 HOLIDAY POLICY

(D) All conditions of this section apply only to 40 hour per week personnel.

Those personnel that regularly work 40 hours per week will be given time off for legal paid holidays.

This time off will be subject to all of the conditions of vacation.

#### LEGAL PAID HOLIDAYS:

- |                     |                                  |
|---------------------|----------------------------------|
| 1) New Year's Day   | 6) Thanksgiving Day              |
| 2) President's Day  | 7) Friday Following Thanksgiving |
| 3) Memorial Day     | 8) Christmas                     |
| 4) Veteran's Day    | 9) Labor Day                     |
| 5) Independence Day |                                  |

40 hour personnel that work on a paid holiday will not receive additional pay, except if they are working emergency call-back. In the case of emergency, call-back compensation will be at the normal overtime rate.

#### 4.8 VACATION PROCEDURE

To assure adequate coverage for the City and to provide each employee use of their vacation, the procedures outlined below will be followed:

- A. The employee shall submit a vacation request form to the shift officer for approval the number of shifts prior, as is requested to be used. For example, the employee requests four (4) shifts off, therefore the employee must submit the request four (4) shifts prior to actual use.
- B. The shift officer will generally deny all requests not meeting the time frames outlined in Section A of this Article unless the shift officer determines that granting the vacation request would not cause problems with the effective operation of the shift by conflicting with on-going projects, scheduled projects, special schools and classes and other similar functions of equal importance.

4.8.1 In order to maintain a systematic use of vacation for the employees benefit and prevent over accumulation of vacation, the procedures outlined below will be followed:

- 1) Prior to December 31st and June 30th of each year, the employee shall submit a request for vacation that will pre-schedule excess shifts of vacation in the following six months. Excess shifts of vacation are figured as the number over accrual rate as per Section 3.5.
- 2) The City reserves the right to block out times during the year to be designated as "Project Time" any time after December 31st and June 30th. Example: Each employee will have six months to pre-schedule vacation between December 31st and June 30th, on June 30th and December 31st after which the City may schedule project times. An employee may however, receive one (1) day of vacation during scheduled project times by following procedures outlined in Article 4.8.

#### 4.9 SETTLEMENT OF DISPUTES

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

B. Time limits: The time 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 identify the problem. This is done by documenting the nature, time, and place of occurrence of the alleged violation. The employee shall bring the above mentioned information to his immediate supervisor, and these two individuals will try to remedy the situation. This process shall not exceed seven (7) days from the occurrence of the alleged grievance.

Step 2: If the employee is not satisfied with the outcome of Step 1, he can then contact the Union Grievance Chairman. A formal written grievance will then be submitted to the employee's immediate supervisor.

The written grievance shall include:

- 1) Submittal date and the date the alleged violation occurred.
- 2) A statement of the action or lack of action that is the cause for the grievance.
- 3) Specific provisions of the contract by Article and Section or Sections violated.
- 4) Remedial action sought.

The supervisor shall meet with the aggrieved party and the Union Grievance Chairman and make a written response within five (5) days from receipt of the grievance by the supervisor.

Step 3: If after five (5) days from submission of the grievance to the supervisor in Step 2, the grievance is still unresolved, the grievance will be submitted to the Fire Chief or his designate by the supervisor within two (2) days. The grievance will then be heard by the Labor Management Team. A date for the meeting of the LMT will be set within five (5) days from date of submission of the grievance to the Fire Chief or his designate. The meeting will take place within ten (10) days from submission to the Fire Chief or his designate. The LMT will make a written response to the aggrieved party within five (5) days after the meeting.

Continued:

#### 4.9 SETTLEMENT OF DISPUTES CONT:

Step 4: If after the LMT step, the employee is still not satisfied, he shall request an emergency meeting of the Local members. The purpose for this meeting is for the members to hear and review the findings of the LMT so as to be able to advise and/or support the aggrieved member in his/her continuance of the grievance. This meeting shall occur within five (5) days from receipt of the LMT decision. The outcome of the meeting of the Local Members will be subject to the conditions of Step 5 of the grievance process.

Step 5: Should the grievance still not be resolved, the employee shall have five (5) days in which to submit the grievance to the City Administrator or his designate by forwarding a copy of all materials submitted or received at all prior steps with a cover letter specifying that the matter is being pursued to the fifth step. The City Administrator or his designate 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 6: 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.

Step 7: 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 Oregon Employment Relations Board 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 the 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 powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. The cost of arbitration shall be shared equally by both parties up to \$500.00 per grievance. Additional arbitration costs above \$500.00 shall be paid by the City. Attorney fees 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 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.

DATED this \_\_\_\_\_ day of June, 1984

FOR THE CITY:

Robert Smith  
Mayor

James D. Thompson  
City Administrator

Sam A. Hill  
Fire Chief

Danny D. Wilkerson  
Battalion Chief

FOR THE UNION:

Henry S. Palmer  
President

\_\_\_\_\_  
Vice-President

Howard D. Hoff  
Bargaining Team Member

Dale L. Miles  
Secretary-Treasurer

AGREEMENT AND PURPOSE

*replaced by  
existing one*

THIS AGREEMENT is entered into as of July 1, 1984 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  
RECOGNITION

1.1 MEMBERSHIP/EXCLUSIONS

The City recognizes the Union as the sole and exclusive bargaining agent for permanent, full-time (regular twenty (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, Chief Officers, temporary firefighter, 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.

1.2 NON-DISCRIMINATION

This agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, color, handicap, 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 employee 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. If recourse to state or federal agencies is pursued by the employee, said employee shall have no rights under the grievance procedure.

## ARTICLE II UNION RIGHTS

### 2.1 HISTORICAL CLAUSE

Agreements to this contract are not intended to nullify existing historical benefits to employees unless specifically included in this agreement. Without limitation to, but by way of illustration, the historical benefits will include:

1. Use of the department facilities for the cleaning of uniforms;
2. Use of the department facilities for minor repair of personal vehicles during non-business hours;
3. Use of a home alerting device for response to emergencies;
4. The right to trade shift when needed;
5. The use of department facilities for preparing meals;
6. The right to enter the working area when off duty to conduct Union business as long as this is not an interruption of the on-duty shift work routines.

### 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.

B. In all cases, an officer of the Union shall notify the Shift Officer no less than forty-eight (48) hours prior to when representatives must be away from the duty station.

### 2.3 UNION SECURITY

A. The City agrees to deduct 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 by the 5th day of the month to the treasurer of the Union. Should there be any changes to the monthly Union dues or assessments, the Union will notify the City Finance Department no less than fourteen (14) working days to when the union dues or assessments are to be deducted.

B. Any person who is a member of the bargaining unit 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 fees required for membership.

Any employee covered by this agreement as listed in Article I (1.1) 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 fees required for membership.

This agreement recognizes the rights of non-association for employees based on bonafide religious tenants 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 or charity mutually agreed upon by the affected employee and the treasurer of the Union, except as such would be in violation of any federal or state law or administrative ruling.

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 development. Employee's 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 assist city employees, within annual approved budgeted appropriations, for the cost incurred through job-related development.

For an employee to be eligible for these benefits he must submit the form (Appendix C) by December 31st to indicate the college classes, seminars, and other outside courses he plans to attend during the following fiscal year. In January the Chief and the Training Division will review all forms submitted for appropriateness and completeness.

The required forms will be submitted to the budget process and the total will be adjusted in the training line item proportionately according to final approved budget appropriations.

To be eligible for class registration, the employee must receive his supervisor's verification that the course or courses are in fact job related. Verification must be received prior to registration. In order for any course or courses to be accepted, any one of the following requirements must be met:

1. Be of benefit to the department;
2. Be appropriate training in relation to employee's present or anticipated job assignment;
3. Be a required class for job re-certification;
4. Be a class or course required for a job related degree.

B. The City shall pay for all costs of tuition, books, transportation, meals and lodging for all classes required by the City, and for all classes required for state certification as determined by the City. All books and materials purchased by the City remain City property.

### 3.1 EDUCATIONAL INCENTIVE PROGRAM (continued)

C. Employee must provide his supervisor proof of successful completion of the course or a grade of "C" or better; or must repay all costs in full, (except books) to the City within sixty (60) days.

### 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. Health Insurance
2. Dental Insurance
3. Orthodontic Supplement to Dental Insurance
4. Vision Care

The City may change, upon approval of the Union, the insurance carrier as long as the benefits are equal to or exceed present benefits. If health insurance premiums increase over twenty percent (20%), the Union will be liable for those costs.

B. Life: The City will provide insurance coverage equal to or better than the existing life insurance and mandatory insurance program. If life insurance premiums increase over ten percent (10%) the Union will be liable for those costs.

C. Industrial Accidents:

1. The City provides insurance coverage for all employees for injuries and illness arising out of and in the course of employment with the City of Lebanon. When an employee must take time off 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 insurance company 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

### 3.2 HEALTH AND INSURANCE BENEFITS (continued):

be extended. If the extension of this period is denied, the use of sick leave will commence as per 3.3 A 3 b. Medical progress reports may be required prior to the approval of such sick leave usage.

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. City will pay \$15.00 per employee per month for use in purchasing a disability policy. The Union will be responsible for administering the policy and will file a certificate of insurance with the City as proof thereof.

### 3.3 LEAVES

#### A. Sick Leave:

1. Employees covered under this agreement who work a fifty-six (56) hour work week will accrue sick leave at the rate of twenty-four (24) hours sick leave earned for each full month worked and will utilize twenty-four (24) hours of sick leave for each shift missed. 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 may be sold back at the straight time rate earned (See Appendix D). Those employees covered under this contract who work a forty (40) hour work week will accrue sick leave at the rate of ten (10) hours sick leave earned for each full month worked and will utilize ten (10) hours of sick leave for each day of work missed. Maximum accrual of sick leave will be seven hundred twenty (720) hours and any excess of the maximum may be sold back to the City at the rate of three and one-third (3 1/3) hours for each ten (10) hours earned. Accrued sick leave shall be used when necessary for injuries or illness and any misuse will constitute grounds for disciplinary action.

### 3.3 LEAVES (continued):

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 illness in the immediate family (i.e. husband, wife, son, daughter, step-children) such time will be granted upon request to the Chief, or his designate, and charged against sick-leave time.

When an employee must be away from the job because of serious illness in the extended family (i.e. sister, brother, step-sister, step-brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother), such time may be granted upon request to the Chief or his designate, and charged against sick-leave time, vacation or compensatory time.

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 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. Employees who work forty (40) hour work weeks shall be charged three and one-third (3 1/3) hours sick leave. Use of sick leave for on-the-job injuries will start after the sixth (6th) month period allowed in Article III Section 3.2(c) Industrial Accidents.

When an employee requests time off for a previously planned appointment that could be scheduled on an employee's day off, sick leave will not be used, unless the employee presents a physician's documentation that such was a required date of treatment.

4. Upon retirement or termination due to disability, the City shall comply with ORS 236.153.

### 3.3 LEAVES A. Sick Leave (continued)

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.

6. In an effort to reduce sick leave used for other than the aforementioned reasons, the following sick leave incentive is offered:

Employees who use less than three (3) work shifts or days in the period from July 1 to June 30 shall be paid for those hours unused in cash the following December 1st at the straight time rate on a separate check. Sick leave paid will be deducted from employee's balance.

#### B. Compassionate Leave:

In the event of a death in the immediate family (i.e. mother, father, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and 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 two (2) shifts (for shift personnel) or one (1) working week (for personnel on a forty (40) hour week) will be granted if requested by the employee. Such leave will 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

### 3.3 LEAVES C. Military Leave (continued)

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 approval by the Fire Chief or City Administrator. Leaves of absence for longer than thirty (30) days must be approved by the City Administrator.

### 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

A. After one (1) continuous year of employment, employees covered under this contract will receive the following number of shifts per year for vacation:

### 3.5 VACATION (continued):

#### Suppression Personnel:

1 - 5 years of service	-	nine (9) shifts
6 - 10 years of service	-	ten (10) shifts
over 10 years of service	-	twelve (12) shifts

#### Forty Hours per week Personnel:

1 - 5 years of service	-	three (3) weeks
6 - 10 years of service	-	four (4) weeks
over 10 years of service	-	five (5) weeks

Vacation carryover is to be discussed by the Labor Management Team.

C. Employees working their regularly scheduled shift will be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times 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, Veteran's Day, Thanksgiving and Christmas. See Appendix D for example of the way holiday pay is to be figured.

### 3.6 WAGES

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

## ARTICLE IV POLICY

### 4.1 MAINTENANCE OF MANPOWER

A. The City shall provide at least three (3) full-time firefighters per shift for the purpose of responding on first line apparatus; which will consist of no less than two (2) members of Local 2163. In the event of lay-off due to budgetary difficulties, this section shall be nullified; however if all 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

#### 4.1 MAINTENANCE OF MANPOWER (continued)

as prescribed in this agreement; however, in the event that there is not an employee who wishes to voluntarily work the overtime and that refusal has been properly documented, the Chief or his designated may appoint an individual to work such overtime.

C. In order to meet the requirements of Section A of this Article, the City reserves the right to fill vacant positions as outlined herein with a temporary firefighter:

1. When the vacancy exceeds three shifts, or it appears the vacancy will exceed three shifts;
2. To fill a vacant position until the regular hiring process can be completed;
3. When a vacancy occurs for any reason, and no member of Local #2163 wishes to fill said vacancy as outlined in Section B of this Article;
4. For the purposes of clarification, the job qualifications and a statement of duties for temporary firefighter is included in Appendix E of this agreement.

D. Personnel going off duty or coming on duty shall report to the officer in charge. In the event that personnel replacing those going off duty 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. Be legitimate employment;
4. 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 overtime rate. All persons will have their overtime paid as stated in Appendix D.

B. The City reserves the right to determine when overtime is to be worked and in what classification. 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. 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.

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 (until June 30, 1985)
  - A. Off-duty Assistant Shift Officer
  - B. Qualified personnel
- No. 2. Company Officer (after July 1, 1985)
  - A. Off-duty Company Officer
  - B. Qualified personnel
- No. 3. Engineer/Medic
  - A. Off-duty Engineer/Medic
  - B. Qualified personnel

E. 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 ( $\frac{1}{2}$ ) hour. When an employee is called to work outside his regular work hours on any of the specified holidays, holiday overtime will be paid as per Appendix D. For the purpose of clarification, the overtime hour or hours shall be:

#### 4.3 OVERTIME E. (continued):

1 hour guaranteed  
1 hour to 1 hour 15 minutes (inclusive) = 1 hour  
1 hour 16 minutes to 1 hour 45 minutes (inclusive) = 1½ hours  
1 hour 46 minutes to 2 hours (inclusive) = 2 hours; and so on and so forth

F. 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 one hundred (100) hours compensatory time.

Employees shall have the right to utilize compensatory time in blocks of one (1) hour or two (2) hours 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. Notification of intent to use compensatory time must be made to the person in charge of the shift. If any employee anticipates that he will need to be gone more than two (2) hours, but less than six (6) hours, he will notify the person in charge, one (1) shift prior. Any time a person anticipates the need to be gone more than six (6) hours on compensatory time, it will be scheduled the same as vacation.

G. 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.

H. The parties agree that the overtime rate as stated in Appendix D is frozen for the life of this contract and not subject to the opener clause as provided for in Article VIII, Section 8.1.

I. Employees who are registered voters will be granted time off to vote on election day if they otherwise would not be able to vote due to their work schedule, but in no case will overtime be paid.

J. Mandatory Departmental Meetings. The Union agrees to attend four (4) departmental meetings per year. The meeting will be mutually agreed upon in writing as to time and place and will be reserved for important department

#### 4.3 OVERTIME (continued)

information and safety. The Chief will post an agenda for the meeting no less than five (5) working days prior to the meeting and the meetings will be no longer than two (2) hours in duration. Any time in excess of the two (2) hours will be compensated as overtime.

#### 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 twelve (12) full months. Employees promoted into a higher classification shall serve a probationary period of twelve (12) 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 with just cause to his previous position. On the twelfth (12th) month of any probationary period, the Chief will decide as to whether the employee has successfully completed his probationary period and a decision will be rendered at that time. The Chief retains the right to extend probation.

#### 4.5 RESIDENCY

All employees of the Lebanon Fire Department shall reside within the

#### 4.5 RESIDENCY

boundaries of the Fire District. Those employees currently residing outside the Fire District shall move into the Fire District on their next move; or within ninety (90) days after successful completion of probationary period. The Fire Chief may grant extension of time to comply with this provision due to hardship.

#### 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 twelve (12) months of continuous employment 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 the department seniority of all personnel on shift, including Chief Officer. At no time may an employee with less seniority be bumped sixty (60) days or less before his vacation is to start without his consent. At no time will the seniority of non-shift personnel be a factor in determining vacation preference for shift personnel.

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 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;

#### 4.6 SENIORITY B. (continued)

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 temporary shift change, such change will be done by classification 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.

2. In the event of a permanent shift change, one (1) days vacation will be paid in the case of a backward rotation and three (3) days off will be given in the case of a forward rotation. Supervisors will attempt to avoid at all costs a forty-eight (48) hour shift. However, if such is absolutely necessary, the second twenty-four (24) hour shift will be paid at the overtime rate.

3. 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.

#### 4.7 WORK RULES

The Union will participate in the formation, modification and implementation of rules of personal behavior. The Labor Management Team will research and submit Department Rules of Personal Behavior to the City and the Union for approval. Upon mutual agreement the Rules of Personal Behavior will be included in this contract. The Rules of Personal Behavior will be included in this agreement no later than January 1, 1985 and will be found in Appendix F.

#### 4.8 VACATION PROCEDURES

The City and the Union agree to have the procedures for vacation request

#### 4.8 VACATION PROCEDURES (continued):

and approval researched by the Labor Management Team and this Team will make recommendations to both the Union and the City for a procedure that is in the best interest of both the personnel and the management of the department. The procedure must be accepted by the concerned parties and included in this contract by July 1, 1984.

### ARTICLE V LABOR MANAGEMENT TEAM

#### 5.1 LABOR MANAGEMENT TEAM

For the sole purpose of maintaining continued harmony, there will be established a Labor Management Team consisting of not more than three representatives from Local #2163 and three members from the City. The Team will meet upon request of either party to discuss all matters of mutual concern. The Team shall have the authority to make recommendations to the Union and the City. See Appendix G for other criteria of the Labor Management Team

#### 5.2 GRIEVANCE AND IMPASSE RESOLUTION

The procedures for Grievance and Impasse Resolution will be researched for modification by the Labor Management Team and any modifications to the present procedure will be presented and accepted by the City and Union by July 1, 1984.

### ARTICLE VI SAFETY

#### 6.1 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

A. Uniforms and all items considered as part of the uniform will be provided by the City. It will be the responsibility of the person issued the uniform to clean and care for all articles of that person's uniform. It is also the responsibility of the person issued the uniform to report needed repairs to his supervisor in a timely manner.

## 6.1 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT (continued)

The following articles are considered part of the uniform:

- |                        |   |
|------------------------|---|
| 1. Shirts or blouses   | 5. Hats (as required)                                 |
| 2. Pants and coveralls | 6. Badges, nameplates and patches                     |
| 3. Footwear            | 7. Accessories such as holsters,<br>belts, ties, etc. |
| 4. Coats or jackets    |   |

B. The selection and purchase of protective clothing will be the responsibility of the Fire Chief or his designate. The Fire Chief or his designate will notify the Union of the intent to change the quality or style of protective clothing no less than thirty (30) days prior to the purchase of said protective clothing. The Union will have fifteen (15) days to research and make a recommendation to the Fire Chief or his designate as to quality and type of protective clothing.

C. Upon request, the Union Safety Chairman and the Fire Chief, or his designate, will inspect all uniforms and protective clothing. Any action deemed necessary by the Fire Chief or his designate regarding repairs or replacement will commence within forty-five (45) days of inspection.

D. Employees will be responsible for providing undergarments in accordance with department policy.

## ARTICLE VII CITY RIGHTS

### 7.1 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.

### 7.2 MANAGEMENT RIGHTS

A. Except as otherwise specifically limited by the terms of this agreement, the City possesses 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

## 7.2 MANAGEMENT RIGHTS (continued)

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 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, other than that work which is related to Fire Suppression, Fire Prevention and Emergency Medical Service as determined by the City. However, the City will notify the Union at least sixty (60) days prior to contracting or sub-contracting of Fire Department work.
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 bad 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;



## 7.2 MANAGEMENT RIGHTS (continued)

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 VIII TERM OF AGREEMENT AND MODIFICATION

### 8.1 TERM

This agreement shall be in effect as of July 1, 1984 and shall be binding upon the City, the Union and their members and shall remain in full force and effect through June 30, 1986. However, Article III, 3.2 and 3.6 and Article X, 10.1, will be reopened as per the normal guidelines for negotiating collective bargaining agreements with the exception of overtime.

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 of 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.

## 8.2 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 their desire to modify said agreement.

## ARTICLE IX SAVINGS CLAUSE

### 9.1 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.

## ARTICLE X CAREER DEVELOPMENT PROGRAM

### 10.1 COMPANY OFFICER

The City agrees to develop and implement by July 1, 1984, a career development program for the purpose of promoting three (3) members of Local #2163 to the position of Company Officer on July 1, 1985.

This career development program will be offered to all interested members of Local #2163 and the promotion to Company Officer will be based on the criteria established by the Fire Chief. Company Officers will receive the title, rank and privileges commensurate to lieutenant.

The Union and City agree that Staff Officer positions including Assistant Training Officer and Emergency Medical Services Coordinator, will be revised for possible exclusion from the bargaining unit.

DATED this 30<sup>TH</sup> day of June, 1984.

FOR THE CITY:

Robert Schuck  
Mayor

James D. Thompson  
City Administrator

Bruce D. Picheas  
Fire Chief

Danny W. Williams  
Battalion Chief

FOR THE UNION:

Ferry S. Adner  
PRESIDENT

Leslie D. Jowles  
Vice-President

Ronald W. Hill  
Bargaining Team Member

Dale Miles  
Secretary-Treasurer

APPENDIX A

Staff Officer  
Company Officer  
Engineer-Medic

APPENDIX B

NAME OF ORGANIZATION \_\_\_\_\_  
DATE OF AUTHORIZATION \_\_\_\_\_ EMPLOYEE NO. \_\_\_\_\_  
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: \_\_\_\_\_ Date: \_\_\_\_\_  
Union Treasurer

Name of employee organization: \_\_\_\_\_

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: \_\_\_\_\_

## LEBANON FIRE DEPARTMENT

## 1984-85 SALARIES

POSITION	PAY STEP	TIME	MONTHLY SALARY	STRAIGHT TIME HR.	REGULAR OT HR.	HOLIDAY PAY HR.	HOLIDAY OT HR.
TEMP F/F EMT II	A	HIRING	1328	5.53	N/A	N/A	N/A
TEMP F/F EMT III	B	HIRING	1410	5.87	N/A	N/A	N/A
ENGINEER-MEDIC	C	HIRING	1492	6.21	13.98	13.98	23.31
ENGINEER-MEDIC	D	6 MONTH	PERS	0.00	0.00	0.00	0.00
ENGINEER-MEDIC	E	1 YEAR	1574	6.55	14.75	14.75	24.59
ENGINEER-MEDIC	F	2 YEAR	1657	6.90	15.53	15.53	25.89
ENGINEER-MEDIC	G	3 YEAR	1739	7.24	16.30	16.30	27.17
ENGINEER-MEDIC	H	4 YEAR	1822	7.59	17.08	17.08	28.46
ENGINEER-MEDIC	I	5 YEAR	1905	7.93	17.85	17.85	29.76
COMPANY OFFICER	J	PROMOTION	1952	8.13	18.30	18.30	30.50
COMPANY OFFICER	K	1 YEAR	2001	8.33	18.75	18.75	31.26
COMPANY OFFICER	L	2 YEAR	2051	8.54	19.22	19.22	32.04
STAFF OFFICER	M	HIRING	2102	12.15	19.70	19.70	32.84
STAFF OFFICER	N	6 MONTH	PERS	0.00	0.00	0.00	0.00
STAFF OFFICER	O	1 YEAR	2155	12.45	20.20	20.20	33.67
STAFF OFFICER	P	2 YEAR	2209	12.76	20.70	20.70	34.51

APPENDIX D

## APPENDIX E

### Temporary Firefighter Position

#### 1. Job Assignment:

- A. Temporary firefighters will be generally assigned to perform all regular duties as an Engineer Medic based on their qualifications.
- B. The position will only be given to certified EMT II's and III's. EMT III's will be given the first opportunity to work.
- C. If at any time there are less than two (2) EMT III's who are members of the bargaining unit on duty, and a temporary firefighter is used, the temporary firefighter must be an EMT III or and EMT IV.
- D. The City will maintain no less than one Union EMT III per shift.
- E. In order to maintain two (2) EMT III's for response on an ALS ambulance, temporary firefighters with an EMT II certification will only be used on a four (4) man shift.

#### 2. Salary

- A. Salary for EMT II will be at a rate of \$1,328.00 per month.
- B. Salary for EMT III or EMT IV will be at a rate of \$1,410.00 per month.
- C. Temporary firefighters will not be eligible for over-time compensation.
- D. 2% of the salary for temporary firefighters will be paid to the Secretary Treasurer of Local 2163 as fair share.

#### 3. Selection Process

The City and the Union agree that there will be a formalized selection process for the appointment of temporary firefighters.



APPENDIX F

DEPARTMENT RULES OF PERSONAL BEHAVIOR

(to be formulated by Labor Management Team)

APPENDIX G

LABOR MANAGEMENT TEAM CRITERIA

(to be formulāted)