

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF NEWBERG

FIRE DEPARTMENT

Ratified August 16, 1999

For the Period

July 1, 1999 - June 30, 2002

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - NON-DISCRIMINATION	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - STRIKES	2
4.1 No Strike	2
4.2 Association Obligation	3
4.3 Lockout	3
ARTICLE 5 - GENERAL PROVISIONS	3
5.1 Seniority	3
5.2 Probationary Period	4
5.3 Dues Checkoff	4
5.4 Uniforms	4
5.5 Promotions	4
5.6 Union Security	5
ARTICLE 6 - PERSONNEL RECORDS	5
6.1 Files	5
6.2 Signature Requirement	5
6.3 File Purging	5
ARTICLE 7 - LEAVE OF ABSENCE	6
7.1 Without Pay	6
7.2 Witness or Jury Duty	6
7.3 Family Leave	6
7.4 Military Leave	7
7.5 Funeral Leave	7
7.6 Medical Leave	7

ARTICLE 8 - ASSOCIATION BUSINESS	7
8.1 Representatives	7
8.2 Visits	7
8.3 Internal Business	8
8.4 Bulletin Boards	8
ARTICLE 9 - HOURS OF WORK	8
9.1 Hours of Work Defined	8
9.2 Normal Work Schedule	8
9.3 Overtime	8
9.3.1 Firefighters and Captain Positions	8
ARTICLE 10 - COMPENSATION	9
10.1 Wages	9
10.2 Insurance	10
10.3 Retirement	10
10.3.1 Retirement for Employees Blodgett and Meade	10
10.3.2 Retirement for All Other Employees	10
10.4 Ambulance Standby	10
10.5 Disability Insurance	10
10.6 Life Insurance Benefits	10
10.7 Longevity Pay	11
ARTICLE 11 - DISCIPLINE	11
11.1 Standard	11
11.2 Probationary Employee	11
11.3 Imposition	11
11.4 Due Process	11
11.5 Just Cause Standards	12
ARTICLE 12 - GRIEVANCE PROCEDURE	12
12.1 Procedure	12
12.2 Arbitration	13
12.3 Time Limits	14
12.4 Termination of Grievance	14
ARTICLE 13 - VACATION	14
13.1 Accrual	14
13.1.1 Accrual Schedule	14
13.1.2 Maximum Accrual	15
13.3 Scheduling	15
13.4 New Hires	15
13.5 Labor Management Team	15

ARTICLE 14 - HOLIDAYS	15
ARTICLE 15 - SICK LEAVE	16
15.1 Accrual	16
15.1.1 Firefighter/Paramedics and All Employees	16
15.2 Utilization	17
15.3 Integration with Worker's Compensation	17
15.4 Notification	17
15.5 Unused Sick Leave Credit Upon Retirement, Total Disability or Death	17
ARTICLE 16 - SAVINGS CLAUSE	18
ARTICLE 17 - TERM OF AGREEMENT	18
APPENDIX A - WAGES	20

PREAMBLE

This Agreement is entered into by and between the City of Newberg, hereinafter referred to as the "City", and the International Association of Firefighters, Local 1660, hereinafter referred to as the "Association" and is the full and complete agreement between the parties.

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ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for all full-time, paid fire suppression, inspection, prevention and firefighter/paramedic employees, excluding all volunteers and all part-time, temporary, casual, management (including Division Chiefs) and confidential employees.

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ARTICLE 2 - NON-DISCRIMINATION

The City and the Association agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, mental or physical handicap, sex, age, or political or Union affiliation. Any references to gender in the agreement includes both genders.

Any disputes regarding this article may be resolved through the grievance procedure, but shall not be subject to the arbitration process.

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ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City

- a) To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and the right to purchase, dispose of and assign equipment and supplies;
- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality of work, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure, except as otherwise guaranteed by ORS 243.650 through 243.782.



4.1 No Strike

The Association and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment and to maintain the continuity of essential services, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

4.2 Association Obligation

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work.

4.3 Lockout

There will be no lockout of employees in the unit by the City during the term of this agreement.

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ARTICLE 5 - GENERAL PROVISIONS

5.1 Seniority

Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit.

Seniority shall be terminated if an employee:

- a) Resigns;
- b) Is discharged for just cause;
- c) Is laid off and fails to respond to a written notice of recall;
- d) Is laid off work for a period of time greater than 18 months or a period of time equal to the employee's seniority, whichever is shorter;
- e) Is retired.

The firefighter/paramedics who were previously assigned to the Newberg Community Hospital have the following hire dates. Their seniority within the department shall be based on these hire dates:

Greg Meyers	September 1, 1988
Cheryl Corum	July 1, 1988
Dale Mount	August 1, 1985

5.2 Probationary Period

Every employee hired into the bargaining unit shall serve a probationary period of 12 months from date of hire, including those listed in paragraph 5.1. The Association recognizes the right of the City to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

5.3 Dues Checkoff

The City agrees to deduct the uniformly required association membership dues and other authorized fees or assessments from each monthly paycheck and remit once each month from employees who have authorized such deductions in writing. The Association shall inform the City in writing of the dues amount, whenever that amount changes.

5.4 Uniforms

All required Coveralls will be provided for employees.

The City shall pay to all firefighting personnel a uniform allowance of \$390 per year. This allowance shall be annually adjusted to the nearest \$10.00 increment based on the March to March Consumer Price Index - West. The City will pay the yearly uniform allowance on July 25th of each year during the term of this contract.

5.5 Promotions

The City shall hold in-house promotional exams for any positions covered under this labor agreement whenever fifty percent (50%) of the represented employees meet the minimum requirements for the vacant position and qualify through a bona fide testing process at a passing level.

After represented positions in the fire department reach six (6) or more, only three (3) qualified candidates would be necessary for in-house promotion.

5.6 Union Security

The City and the association agree that a "Fair Share" agreement exists for all members of the bargaining unit and includes all new employees after thirty (30) days of employment.

The parties agree that the provisions of ORS 243.666 regarding fair share shall be applied to all employees in the bargaining unit who decline membership in the association and that the association shall inform those employees of their obligation to pay association membership dues or fair share contribution.

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ARTICLE 6 - PERSONNEL RECORDS

6.1 Files

Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized City representative. Personnel records from the Newberg Community Hospital will be combined with City personnel records.

6.2 Signature Requirement

No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees shall be required to sign such material to be placed in their personnel file with the understanding their signature does not indicate agreement.

6.3 File Purging

Upon request of the employee, written warnings shall be removed from their personnel file after three (3) years, so long as no warnings or discipline occur within that time period.

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ARTICLE 7 - LEAVE OF ABSENCE

7.1 Without Pay

The City will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by ten (10) days written notice, mailed to the address given by the employee on his/her written application for such leave, in the event of an emergency which requires the employee to return to work. Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position.

Employees on leave without pay, for any reason, shall not accrue any benefits unless otherwise specified in this agreement.

7.2 Witness or Jury Duty

Employees shall suffer no loss of pay as a result of a requirement to serve on a jury or in the event they are subpoenaed to be a witness in a matter resulting from their official duties with the City.¹ If the employee is released from jury duty early, they will return to work.

All compensation, less mileage, will be transferred to the City.

7.3 Family Leave

The City shall allow family leave in accordance with state statute.

¹ In the event an employee is subpoenaed for something other than that described herein, the City will allow time off without pay or the employee may use vacation or comp time.

7.4 Military Leave

Military leave shall be granted in accordance with state and federal statutes.

7.5 Funeral Leave

In the event of a death in the employee's immediate family, an employee may be granted leave with pay up to three (3) working days with the Chief's approval. Immediate family includes current spouse, children, step-children, parents, parents-in-law, siblings, and grandparents. In the case of a close friend or relative other than those listed, the employee may be given the time necessary to attend the funeral.

7.6 Medical Leave

Each employee is entitled to an unpaid leave of absence for medical reasons up to 90 days without a loss of benefits or employee status. All accrued sick leave must be used before leave without pay will be granted. No medical leave of absence can be granted without verification of need from a medical doctor. Either the same position or a comparable position with equal pay will be granted upon return from medical leave. Failure to return as specified will be considered voluntary resignation. All medical leaves must be approved by the City Manager.



ARTICLE 8 - ASSOCIATION BUSINESS

8.1 Representatives

The Association will notify the City, in writing, of the names of its representatives.

8.2 Visits

Association representatives, other than City employees, may visit with employees during breaks, meal periods or after normal working hours - employee representatives are not required to provide notification. Visits outside of those allowed for above, may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the work flow.

8.3 Internal Business

The internal business of the Association shall only be conducted outside normal working hours.

8.4 Bulletin Boards

Bulletin board space will be provided the Association for the posting of meeting notices and other information of interest to its members.

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ARTICLE 9 - HOURS OF WORK

9.1 Hours of Work Defined.

Hours worked shall be comprised of all of the time during which an employee is necessarily required to be on the City's premises on duty or at a prescribed work place. Time spent in conducting bona fide volunteer activities are not be to considered hours worked.

Paid regular hours, vacation leave, compensatory and jury duty leave are hours worked for purposes of calculating overtime.

9.2 Normal Work Schedule

The normal work schedule shall consist of 53 hours per week (212 hour/28 day work periods), two schedules: one at 24-48 for a minimum of six FF/P positions, and another at 4/10 and 14 standby hours.

9.3 OVERTIME

9.3.1 Firefighters and captain positions

All time worked in excess of 212 hours per work period (overtime) shall be approved by the Fire Chief or a designee. Overtime shall be earned in 15 minute increments, with the exception of the first two (2) hours of emergency callback.

When an employee is required to work emergency callback, they shall be compensated for a minimum of two (2) hours.

When an employee on emergency callback is required to respond to an additional assignment before they have returned to off-duty status, the employee shall be compensated as an extension of the original callback.

When an employee is required to respond to an additional emergency after being placed back on off-duty status, they shall be compensated with an additional two (2) hours minimum, unless the callback occurs within the previous two hour time frame.

Overtime can be added to compensatory time (comp time) at 1-1/2 times the hours worked if the Department management is notified ahead of time. Maximum accrual of comp time shall be 100 hours. All overtime not added to comp time accruals shall be compensated at a rate of 1-1/2 times their normal hourly rate. The employee's normal hourly rate shall be based on 212 hours in a 28 day work period.



ARTICLE 10 - COMPENSATION

10.1 WAGES

1. Effective July 1, 1999 through the term of this contract, the wage plan will be as stated in Appendix A.
2. In addition to the above wage plan, an employee who meets the City's criteria for bilingual employees shall receive an additional 5%.
3. The Mechanic incentive is 4% in addition to the pay for the position of Firefighter, Firefighter/Paramedic, or Captain as listed on Appendix A of this Agreement.
4. The Paramedic incentive is 8% in addition to the pay for the position of Firefighter or Captain as listed on Appendix A of this Agreement.

10.2 INSURANCE

Effective August 1, 1999 the City shall provide through the League of Oregon Cities Employee Benefit Trust the following benefit plans: HMO Oregon, Blue Cross UCR Vision, Blue Cross Dental Plan 3, Blue Cross Orthodontia.

Effective August 1, 1999 and for the duration of this contract, the Association agrees to split the total premium increase for the above listed plans as follows:

City pays 95% of premium

Employee pays 5% of premium

The City shall provide employee pre-tax premium deduction for members.

10.3 Retirement

10.3.1 RETIREMENT FOR Employees Blodgett and Meade

The City agrees to maintain a retirement plan so that it is equal to or better than PERS as provided by ORS and the applicable Oregon Administrative Rules. Effective December 21, 1994, each employee shall pay 6% of their salary as contribution to their retirement plan. The City shall, with due diligence, make all good faith efforts to allow the employee to pay the contribution as a pretax contribution.

10.3.2 RETIREMENT FOR ALL OTHER EMPLOYEES

The City agrees to place all other employees and any new employees in the PERS system. Each employee shall pay 6% of their salary as contributions to the retirement plan. The City shall continue to make all good faith efforts to allow the employee to pay the contribution as a pretax contribution.

10.4 Ambulance Standby

Whenever an employee is on ambulance standby, the employee will receive on call pay of \$1.30 per hour.

10.5 DISABILITY INSURANCE

The City shall maintain current disability insurance for members of the Association.

10.6 LIFE INSURANCE BENEFITS

The City shall provide a \$50,000 group term life insurance policy to members of the Association.

10.7 LONGEVITY PAY

Each member of the bargaining unit shall receive additional pay to encourage longevity of employment with the City. The additional pay shall begin the first full month after the eligible length of service is completed and shall be paid into a City-approved deferred compensation plan. If the City has more than one plan, the employee may select the plan of choice. After 10 full years of employment, the additional pay shall be paid based on the following schedule:

11 through 15 Years	\$ 20 per month after 10 full years of employment
16 through 20 Years	\$ 30 per month
20+ Years	\$ 50 per month

ARTICLE 11 - DISCIPLINE

11.1 STANDARD

No employee shall be disciplined or discharged except for just cause. Oral or written warnings are not considered to be discipline and may not be protested through the grievance procedure.

11.2 PROBATIONARY EMPLOYEE

This article shall not apply to any employee on probation as defined in ARTICLE 5 - GENERAL PROVISIONS, 5.2 PROBATIONARY PERIOD.

11.3 IMPOSITION

If the City has reason to discipline an employee, he/she shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

11.4 DUE PROCESS

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified, in writing, of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Association representation at the informal hearing.

11.5 JUST CAUSE STANDARDS

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied even handedly.
- c) The City must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.



ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 PROCEDURE

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

Grievances must be presented within ten (10) days from the occurrence of the event from which the grievance derived or the employee's knowledge thereof. The grievance shall be reduced to writing and signed by the employee or the Association and shall include a statement of the grievance and the facts upon which it is based and the section of the agreement to which the grievance relates.

Step 1

A copy of the grievance shall be forwarded to the Fire Chief, who shall, within 15 calendar days, render a decision after meeting with the aggrieved employee and/or the Association representative. If the grievance is not resolved, the employee shall, within ten (10) calendar days, proceed to Step 2.

Step 2

The grievance, along with all pertinent written information shall be submitted to the City Manager. The City Manager shall meet with employee and/or the Association representative and the aggrieved and shall render a decision within 15 calendar days. If the City Manager's decision does not resolve the grievance it shall be processed as outlined in Step 3 within ten (10) days of the City Manager's decision.

Step 3

A list of seven (7) arbitrators shall be requested from the Employment Relations Board and the parties, beginning with the Association, shall alternately strike one (1) name until one (1) person is left.

12.2 ARBITRATION

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to the interpretation and enforcement of this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The parties shall share the arbitrator's fees and expenses.

12.3 TIME LIMITS

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b) If the City at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

12.4 TERMINATION OF GRIEVANCE

A grievance may be terminated at any time upon receipt of a signed statement from the party filing the grievance that the matter has been resolved.

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ARTICLE 13 - VACATION

13.1 ACCRUAL

13.1.1 ACCRUAL SCHEDULE

Full-time employees shall accrue vacation from date-of-hire, on a monthly basis, according to the following schedule:

YEARS OF SERVICE	ACCRUAL AMOUNT (PAY PERIOD)
UP TO 5 YEARS	11.2 HOURS (269 MAXIMUM)
5 BUT LESS THAN 10	14 HOURS (336 MAXIMUM)
10 BUT LESS THAN 15	16.8 HOURS (403 MAXIMUM)
15 BUT LESS THAN 20	18.6 HOURS (439 HOURS)
20 OR MORE	20.5 HOURS (492 HOURS)

13.1.2 MAXIMUM ACCRUAL

Employees may not maintain a vacation balance greater than twice their annual accrual.

13.3 SCHEDULING

Vacations will be scheduled at the discretion of the Fire Chief or his designee, but with due consideration to the desires of the employees.

13.4 NEW HIRES

New hires shall not be eligible for vacation leave during their first six months of employment.

13.5 LABOR MANAGEMENT TEAM

A Labor Management Team shall be formed to address issues identified by the team and to review the comparability of time off and develop recommendations. The team shall report their progress periodically and shall have a completed report by June 30, 2001.

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ARTICLE 14 - HOLIDAYS

The following days are designated as holidays for employees in this bargaining unit

New Year's Day

M.L. King, Jr. Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

In addition to the above holidays, all employees permanently assigned to days will be granted one floating holiday and may schedule this floating day off with the mutual agreement of the Fire Chief.

All personnel required to work on a City holiday will receive 1.5 times the time worked in a holiday comp bank or paid at an overtime rate if they are assigned to a 24/48 schedule at the time they worked the holiday, or as time off following the holiday if assigned to a 4/10 (day) schedule. Management will schedule this time off as close to the time worked as feasible.

The 14 hour standby portion of the day schedule is not subject to holiday compensation and the employee will be allowed to schedule an available alternate 14 hour standby time within the same pay period to prevent working standby on a holiday if requested.

All standby and overtime for holidays is worked on a voluntary basis and is paid at the existing rate for standby and overtime. No additional premium will be paid for choosing to work overtime or standby on a holiday.

The holiday comp bank will be limited to a maximum of 100 hours. After 100 hours has been reached, the employee will be paid for hours worked times 1.5. An employee can choose to use time from the holiday comp bank as time off, provided the management determines that coverage is adequate on the date(s) requested without hiring back personnel on overtime.

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ARTICLE 15 - SICK LEAVE

15.1 ACCRUAL

15.1.1 FIREFIGHTERS/PARAMEDICS AND ALL EMPLOYEES BEGINNING

Employees shall accrue sick leave at the rate of 11.2 hours per month. Maximum sick leave accrual is 1176 hours. Sick leave shall not accrued during unpaid leaves or layoff.

15.2 UTILIZATION

Sick leave may be used for non-occupational illness or injury, for appointments with doctors or dentists, etc., or to care for an ill immediate family member living with the employee.

15.3 INTEGRATION WITH WORKER'S COMPENSATION

In case of an injury or illness qualifying for Workers Compensation payments, employees may use sick leave accruals to provide one-third (1/3) of their regular salary, as long as enough sick leave is accrued to equal that payment. Employees receiving Worker's Compensation payments will keep the disability check. Normal payroll deductions will be taken from the paycheck received from the City as long as sufficient dollars amounts are available.

15.4 NOTIFICATION

In the event an employee is ill or cannot report as scheduled, he\she must report the reason for absence within 30 minutes of the scheduled workday. Sick leave with pay will not be allowed unless proper notification has been given except where such notification was not possible for a valid reason. The City may require written doctor's certification verifying any use of sick leave.

15.5 UNUSED SICK LEAVE CREDIT UPON RETIREMENT, TOTAL DISABILITY OR DEATH

Upon retirement, total disability or death, 50% of the employee's sick leave balance will be credited to the employee's final average salary computation for determining benefits received from the City retirement plan for employees Blodgett, and Meade. For all other employees and all new employees, upon retirement, total disability or death, 50% of the employee's sick leave balance will be credited to the employee's final average salary computation for determining benefits in accordance with state laws and the rules of PERS, if allowable by State law.

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ARTICLE 16 - SAVINGS CLAUSE

Should any provision of this agreement be found by a court of competent jurisdiction, or any administrative agency having jurisdiction, to be in violation of any federal or state law, the remainder of the provisions of this agreement shall be considered as severable and remain in full force and effect for the duration of this agreement. The parties agree to meet and negotiate as soon as reasonably possible for a substitute to any provision declared in violation of federal or state law, if substitution is possible.

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ARTICLE 17 - TERM OF AGREEMENT

This Agreement shall be effective on July 1, 1999 and shall remain in effect through June 30, 2002. This Agreement shall automatically be renewed from year to year thereafter, unless by January 1 of the expiring year of the agreement either party gives written notice to the other of their intent to negotiate a successor agreement.

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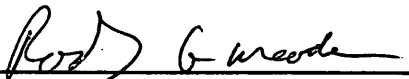
This Agreement is executed on this 16th day of August, 1999, by the undersigned:

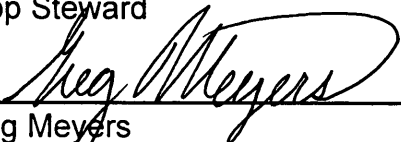
CITY OF NEWBERG
IAFF LOCAL 1660
Ratified by vote of Union Members on
August 16, 1999.


Duane R. Cole, City Manager

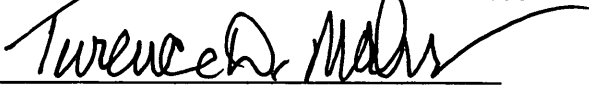

Kelly Baeh, Representative for Local Union 1660

By Authority of Resolution No. 99-2194
Adopted on August 16, 1999


Rodney G. Meade
Shop Steward


Greg Meyers
Shop Steward

APPROVED AS TO FORM/CONTENT:


Terrence D. Mahr
City Attorney

**Labor Agreement
Between the
City of Newberg and the
IAFF Local #1660**

**APPENDIX A
(Article 10.1 — Wages)**

Bilingual employees, provided they meet the City's criteria, shall receive an additional pay incentive of 5% per month, and, the Department Mechanic or Mechanics designated by the Fire Chief shall receive additional incentive pay of 4% per month. This provision shall apply to the changes in wages listed in this appendix, Appendix A.

1. Effective July 1, 1999, wages shall increase by 2% as follows:

	A	B	C	D	E	F
Firefighter	2,637	2,769	2,907	3,050	3,190	3,349
FF/Paramedic (includes 8% incentive)	2,848	3,022	3,140	3,288	3,446	3,616
Lieutenant/Mechanic(1)	2,971	3,119	3,276	3,430	3,596	3,774
Captain	3,285	3,451	3,622	3,804	3,994	4,215

(1) NOTE: This range only exists until this position is promoted to Captain and includes the Mechanic incentive.

Effective January 1, 2000, wages shall be adjusted by 3% as follows:

	A	B	C	D	E	F
Firefighter	2,716	2,852	2,994	3,141	3,285	3,449
FF/Paramedic (includes 8% incentive)	2,933	3,113	3,234	3,387	3,549	3,724
Captain	3,384	3,554	3,731	3,918	4,114	4,341

2. Effective July 1, 2000 wages shall increase a minimum of 2% and a maximum of 5% based on the March to March CPIU-West. If the CPI is more than 3.8%, the City and Union may meet and confer on the PERS pick up.

The January 1, 2001, wages shall be adjusted by 3%.

3. Effective July 1, 2001 wages shall increase a minimum of 2% and a maximum of 5% based on the March to March CPIU-West. If the CPI is more than 3.8%, the City and Union may meet and confer on the PERS pick up.

The January 1, 2002, wages shall be adjusted by 2.5%.

RESOLUTION NO. 99-2194

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEWBERG FIRE DEPARTMENT AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1660.

RECITALS:

1. City staff has been working with the International Association of Firefighters, Local 1660 ("Union") representatives concerning negotiations for the new contract period July 1, 1999 through June 20 2002.
2. On August 3, 1999, the City was notified that the Union members and representatives ratified the tentative Collective Bargaining Agreement. A copy of the Collective Bargaining Agreement between the City of Newberg Fire Department and the International Association of Firefighters, Local 1660 is attached hereto as Exhibit "A".

NOW, THEREFORE, be it resolved by the City Council of the City of Newberg, as follows:

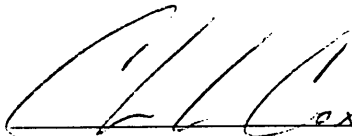
1. The City Council hereby approves the Collective Bargaining Agreement between the City of Newberg Fire Department and the International Association of Firefighters, Local 1660, which is attached hereto and incorporated herein.
2. The City Manager is authorized and directed to execute any and all necessary documents and do any other necessary acts to finalize the Collective Bargaining Agreement with the Union.
3. The City Attorney shall review and approve the Collective Bargaining Agreement as to form and content.

ADOPTED by the Newberg City Council this 16th day of August, 1999.



Duane R. Cole, City Recorder

ATTEST by the Mayor this 17 day of August, 1999.



Charles Cox, Mayor