

**AGREEMENT BETWEEN**  
**THE CITY OF ASHLAND, OREGON**  
**and**  
**ASHLAND FIREFIGHTER'S ASSOCIATION**  
**LOCAL #1269**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**July 1, 2009 - June 30, 2012**

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## **PREAMBLE**

This Agreement is entered into by the City of Ashland, Oregon, hereinafter referred to as the City, and the Ashland Firefighters Association Local #1269, International Association of Firefighters, hereinafter collectively referred to as the Union. Unless indicated otherwise, references to the "City" shall include the Mayor and City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

## **SCOPE OF AGREEMENT**

This Agreement shall apply to those employees of the Ashland Fire and Rescue Department, Ashland, Oregon, as listed in "Appendix A" but excluding volunteer firefighters, part-time employees, seasonal and temporary employees'.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIV of this Agreement.

"Part-time employee" shall mean persons working a fraction of the normal working week or shift, but normally following a predetermined pattern of working hours.

"Seasonal employee" shall mean persons working for summer employment, not exceeding four (4) consecutive months.

"Temporary employee" shall mean persons appointed for a limited period of time, not to exceed one (1) year, e.g. college "sleepers", or student firefighters.

## **ARTICLE I**

### **RECOGNITION AND NON-DISCRIMINATION**

#### **Section 1. Recognition.**

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees in the bargaining unit described immediately above.

#### **Section 2. No Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, creed, color, sex, age or national origin, sexual orientation, marital status, mental or physical disability or other

protected status, unless based upon a bona fide occupational qualification in accordance with applicable law. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include the male and female employees.

Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right, except as specifically provided in this Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

## **ARTICLE II**

### **UNION SECURITY AND CHECK-OFF**

#### **Section 1. Union Security.**

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her obligation along with the grant of equal benefits. Any bargaining unit employee who has not joined the Union within thirty (30) days of becoming a regular or probationary employee shall, as a condition of employment, pay to the Union an amount equal to the uniform dues of members of the Union.

Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require such an employee to inform the City and the Union of his/her objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

#### **Section 2. Check Off.**

Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular dues uniformly required of members of the Union, and remit such deduction within fifteen (15) days after the conclusion of the regularly scheduled twenty-seven (27) day pay period, to the official designated by the Union in writing to receive deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms approved by the City and may be revoked by the employee upon written request. Upon written notification by the Union of a check-off error, the City will make adjustments within sixty (60) days following such notification.

### **Section 3. Indemnification.**

The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgment brought or issued against the City as a result of any action taken or not taken by the City under the provisions of Article II, Section 2.

## **ARTICLE III MANAGEMENT RIGHTS**

Union recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Administrator and department heads, but such rights must be exercised consistent with the other provisions of this Agreement. Those rights include, but are not limited to, the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of services.
3. To direct its employees.
4. To discipline or discharge regular employees for just cause and probationary employees at its discretion.
5. To relieve its employees from duty because of lack of work, finances or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means and personnel by which government operations are to be conducted.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its organization and the technology of performing its work.

## **ARTICLE IV STRIKE PROHIBITION**

### **Section 1.**

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any authorized strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line

established in the City by the Union or by any other labor organization when called upon to cross picket line 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. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the City.

## **Section 2.**

In the event of an unauthorized 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 Union will, immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such matter is or is not subject to the grievance and arbitration provision of this Agreement.

## **Section 3.**

The City agrees not to engage in a lockout of any Union member of the Ashland Fire Department as a consequence of a dispute arising during the period of this Agreement.

# **ARTICLE V HOLIDAYS**

## **Section 1. Recognized Holidays.**

The following shall be recognized as holidays:

- New Years Day (January 1)
- Lincoln's birthday (1st Mon. in Feb.)
- Martin Luther King Jr. Birthday (3<sup>rd</sup> Mon. in Jan.)
- Washington's Birthday (3rd Mon. in Feb.)
- Memorial Day (last Mon. In May)
- Independence Day (July 4)
- Labor Day (1st Mon. in Sept.)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thurs. in Nov.)
- Christmas Day (December 25)

Any day declared to be a holiday by the President, Governor or Mayor.

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.



## **Section 2. Holiday Compensation.**

All regular employees shall receive in addition to their regular pay, eleven and two-tenths (11.2) hours pay for each of the holidays in the fiscal year as listed above at their regular straight time rate of pay. The additional compensation shall be paid on the first paycheck of the month of December. In no instance shall the holiday compensation be paid later than December 15<sup>th</sup>. In the event an employee leaves the City's employment before the end of the fiscal year for which holiday pay is granted, eleven and two-tenths (11.2) hours pay shall be deducted from his/her final paycheck for each holiday which has not yet occurred. Personnel on a forty (40) hour workweek shall receive all recognized holidays off.

## **ARTICLE VI VACATIONS**

### **Section 1. Eligibility.**

An shall employee be eligible to take accrued vacation time off with pay after one (1) full year of continuous service with the City. Vacation time off with pay shall be accrued on a monthly basis in accordance with the following schedule:

- Employees with less than four (4) full years of continuous service shall accrue fourteen (14) hours of vacation credit for each full calendar month worked
- Employees with more than four (4), but less than nine full years of continuous service, shall accrue eighteen (18) hours of vacation credit for each full calendar month worked.
- Employees with more than nine (9), but less than fourteen full years of continuous service, shall accrue twenty-two (22) hours of vacation credit for each full calendar month worked.
- Employees with more than fourteen (14), but less than nineteen (19) full years of continuous service, shall accrue twenty-six (26) hours of vacation credit for each full calendar month worked.
- Employees with more than nineteen (19), but less than twenty-four (24) full years of continuous service, shall accrue twenty-eight (28) hours of vacation credit for each full calendar month worked.
- Employees with more than twenty-four (24) full years of continuous service shall accrue thirty (30) hours of vacation credit for each full calendar month worked.

### **Section 2. Continuous Service.**

Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the time spent by an employee in active employment or on paid leave. Time spent on leaves which are not paid by the City will not be counted as a part of

continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave.

### **Section 3. Accrual Limitations.**

Accumulation of vacation time off with pay is limited to twenty-four (24) months of accrued vacation credit at the applicable rate. The City shall establish a procedure to notify an employee thirty (30) days in advance of impending loss of accrued vacation time. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor fifteen (15) days in advance, absent himself/herself to prevent such loss. Such action taken by the employee shall not constitute a basis for disciplinary action, or loss of pay. If an employee does not take his or her accrued vacation leave after proper notification by the City, such vacation credit shall be deemed forfeited, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

### **Section 4. Scheduling.**

Vacation times shall be scheduled by the City based on its judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to be granted vacation time off in accordance with the following: Employees shall be permitted to request vacation time off either on a split or an entire basis. Vacation shall be selected on the basis of seniority; provided, however, employees will be permitted to exercise their right to select vacations by seniority only once annually. The vacation schedule shall be posted annually as of December 1st and employees shall exercise their choice by bidding in seniority. There may be up to a total of two (2) employees on vacation or compensatory time off at any given time. The list shall be closed as of January 1st and subsequent changes shall be made only by mutual consent of the parties. Scheduling of vacation periods, to the extent consistent with operation requirements of the City and vacation credits of the employee, shall be in units of not less than one shift (24 hours), and may be scheduled at any time. Vacation requests that occur within 48 hours (short notice) of an employee's regularly scheduled shift shall only be granted if the request does not incur any overtime for the City.

### **Section 5. Payment on Termination.**

In the event of death, termination or other separation of employment of an employee during the initial twelve (12) months of his employment, vacation is not considered earned and no payment in lieu of vacation shall be made. In the event of death, retirement, termination or other separation of employment after an employee has served for twelve (12) continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

## **ARTICLE VII HOURS OF WORK**

### **Section 1. Work Schedules.**

Employee working hours will be scheduled consistent with the operating needs of the Fire Department. Shift employees will be assigned to work regular shifts totaling a maximum of 204 straight-time hours over a twenty-seven (27) day cycle. Consistent with operating requirements, shift employees shall be scheduled to work on regular work shifts, during this twenty-seven (27) day cycle and each shift shall have regular starting and quitting times.

Work schedules showing the employee's shifts, workdays and hours shall be posted on Department bulletin boards for thirty (30) days prior to their effective date. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.

Employees on a forty (40) hour workweek shall be scheduled to work forty (40) hours within each seven (7) day period beginning on Monday at 8:00 a.m. and ending the following Monday at 8:00 a.m.

### **Section 2. Shift Transfers.**

No regular employee shall suffer a loss of pay, due to a lesser number of scheduled hours of work as a result of an involuntary transfer from one shift to another shift.

## **ARTICLE VIII SICK LEAVE**

### **Section 1. Accumulation.**

Sick leave shall be earned by regular and probationary shift employees at the rate of sixteen (16) hours for each calendar month of service. Sick leave may be accumulated to a total of twelve hundred and forty-eight (1,248) hours and must be taken for purposes specified in Section 2 below, as a condition to any sick leave payment. Personnel regularly assigned to a forty (40) hour workweek shall accumulate eight (8) hours for each calendar month of service to a maximum of seven hundred twenty (720) hours.

### **Section 2. Utilization for Illness or Injury.**

Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. A maximum of forty-eight (48) hours sick leave per calendar year may also be used when the employees absence is needed to care for an

ill or injured immediate family member as defined by the Oregon Family Leave Act. In such event, the employee shall notify their immediate supervisor of absence due to illness or injury, and the nature and expected length of the absence as soon as possible prior to the beginning of his scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence may be required at the option of the City, for absences of over one shift (two work days for forty hour personnel) prior to payment of any sick leave benefits and/or prior to allowing the employee to return to work. If the Fire Chief has reason to believe sick leave is being abused, a physician's statement may be required as a prerequisite to payment of sick leave for one shift (two work days for forty hour personnel), provided the employee has been advised in advance of this requirement. In the event of the latter requirement, the City shall bear the cost of sending the employee to a physician designated by the City or to a physician mutually agreed upon by the employee and the City. In emergency cases, employees may be granted sick leave for doctor or dental appointments, if approved by the Fire Chief.

### **Section 3. Integration With Worker's Compensation.**

When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received for time loss benefits under Worker's Compensation laws and the employee's regular pay. In such instances, one third (1/3) charges will be made against accrued sick leave.

### **Section 4. Sick Leave Without Pay.**

Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certification from a physician periodically during the period of such disability, and before returning to work. After accrued sick leave has been exhausted, an employee may elect to use accrued vacation and/or compensatory leave for sick leave. The City shall notify an employee approximately 30 calendar days before paid sick leave is exhausted. An employee must file a written request for sick leave without pay to the Fire Chief, fourteen (14) calendar days before paid leave is exhausted, otherwise he shall be considered as having resigned his position with the City.

### **Section 5. Termination.**

Sick leave is provided by the City in the nature of insurance against loss of income due to the illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination or other separation of employment for whatever reason, except as provided in ARTICLE XVII, Section 2. Sick leave shall not accrue during any period of leave of absence without pay.

## **ARTICLE IX**

### **FUNERAL LEAVE**

#### **Section 1. Funeral Leave.**

An employee shall be granted one working shift (two work days for forty hour personnel) funeral leave with regular pay in the event of death in the immediate family of the employee. The immediate family shall be defined as spouse, parents, grandparents, children, brothers and sisters of the employee and the parents, children, brothers, sisters and grandparents of the employee's spouse. The employee will be paid his regular hourly rate for any such days of excused absence which occur only during his assigned workweek. An additional working shift shall be granted, if the funeral is over 500 miles from Ashland, one way. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer, irrespective of whether the deceased is an immediate family member.

## **ARTICLE X**

### **OTHER LEAVES OF ABSENCE**

#### **Section 1. Leaves of Absence Without Pay.**

Leaves of absence without pay, not to exceed one (1) year, may be granted upon establishment of reasonable justification and where the Fire Chief or his designee has determined that the operation of the Department will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing, and submitted to the Fire Chief or his designee thirty (30) days prior to the requested leave date.

#### **Section 2. Jury Duty.**

Employees shall be granted leave with pay for service upon a jury, provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received by him for such jury service. Upon being excused from jury service for any day an employee shall immediately contact his supervisor for assignment for the remainder of his or her regular workday.

#### **Section 3. Appearances.**

Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation he may receive as witness fees.

#### **Section 4. Required Court Appearances.**

Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters. The regular overtime rate, if applicable, shall apply to employees who are off duty, provided that any compensation he may receive as witness fees shall be paid over to the City.

#### **Section 5. Election Day.**

Employees shall be granted two (2) hours to vote on any election day only if, due to scheduling of work, they would not otherwise be able to vote.

#### **Section 6. Union Business.**

Employees elected to any legitimate full time paid Union office which takes them from their employment with the City, shall upon written request of the Union and the employee, be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related union activities shall, upon written request of the Union and the employee, be granted a leave of absence of up to thirty (30) days without pay.

Employees selected by the Union to attend collective bargaining sessions between the Union and the City shall not suffer a loss of pay or benefits as a result of attendance at such meetings. However, all efforts shall be made to schedule such meetings so as not to affect the staffing or operation of the Department. Not more than three (3) members shall be allowed this time off for any one meeting.

During collective bargaining sessions, bargaining team members may trade time without the application of ARTICLE XVI, Section 11, parts (d) and (e), and further without any records being kept by the City as to trade time debts between employees during such sessions.

#### **Section 7. Educational Leave.**

After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading his/her professional ability through enrollment in education courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Fire Chief or his designee. One year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Replacements shall be considered temporary employees. Employees shall also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to

improve or upgrade the employee's skill and professional ability, when ordered or approved by the Fire Chief or his designee.

#### **Section 8. Military Leave.**

Military leave shall be granted in accordance with state and federal law. The City shall recognize the military year October 1 to September 30 for all employees.

#### **Section 9. Failure to Return from Leave.**

Any employee who is granted a leave of absence and who fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City, and his position shall be declared vacated; except and unless the employee, prior to the expiration of his leave of absence, has requested an extension and furnished evidence that he is unable to work by reason of sickness, physical disability, injury or other legitimate reason beyond his control.

### **ARTICLE XI COMPENSATION**

#### **Section 1. Pay Schedule.**

Employees shall be compensated in accordance with the pay schedules attached to this Agreement and marked "Appendix B" which is hereby incorporated into and made a part of this Agreement.

Both engineer and captain pay will be calculated based upon Top Step Firefighter EMT-Basic pay. Appendix B will reflect the following::;

**(a) Engineers will receive and additional:**

3% for the first year (Step 1)

6% for the second year (Step 2)

9% thereafter (Top Step)

**(b) Captains will receive an additional:**

14% for the first year (Step 1)

19% for the second year (Step 2)

24% thereafter (Top Step)

When any position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay

rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure or pursue dispute resolution procedures pursuant to ORS as appropriate.

## **Section 2. Pay Periods.**

Employees shall be paid twice for every twenty-seven (27) day cycle.

- (a) The first payday of the cycle will be a draw, and will reflect no more than one-half of the pay for regular scheduled hours for the full twenty-seven (27) day cycle. The first payday will be on the twentieth (20th) day of the cycle, unless such day falls on a Saturday, Sunday or Holiday, in which case the payday will be the preceding work day.
- (b) The second payday of the cycle will reflect the total hours worked in the twenty-seven day cycle, less the draw amount paid in (a) above and all deductions, plus additions for premium pay (overtime, call-back, etc.) The second payday will be on the sixth (6th) day following the close of the twenty-seven day cycle, unless such day falls on a Saturday, Sunday or Holiday, in which case payday will be on the preceding work day.
- (c) A schedule showing all scheduled paydays shall be posted on Department bulletin boards, each fiscal year.

## **Section 3. Overtime.**

- (a) The City has the right to assign overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal service and the public interest. Except as provided in Article XVI, Section 11, shift employees shall be compensated at the rate of one and one-half times their regular rate for work performed outside their regularly scheduled straight-time shifts of 204 hours during a twenty-seven (27) day cycle as set forth in ARTICLE VII, Section 1. Forty (40) hour personnel shall be compensated at overtime rates for all hours worked in excess of forty (40) hours within each workweek as defined in ARTICLE VII Section 1.

For shift employees, overtime may result from scheduled overtime, as well as call-backs and hold-overs as follows:

**Call-Back Overtime.** Employees called back to work shall receive overtime pay with a guaranteed minimum of one (1) hour at double time for the work for which they are called back. All additional hours worked and annexed to the one (1) hour call-back shall be paid at the overtime rate of time-and-one-half (1-1/2) the regular rate of pay until the beginning of the employee's regular scheduled work shift.

**Scheduled Overtime.** Scheduled overtime is defined as required overtime work for which the employee received notification no less than ten (10) hours prior to the reporting time specified, and shall be compensated at one and one-half (1-



1/2) times his regular rate of pay. Scheduled overtime also includes work performed in excess of 204 hours in a twenty-seven (27) day cycle that is scheduled by the Department. Such time worked shall also be compensated at one-and-one-half (1-1/2) times an employee's regular rate.

**Hold-Over Overtime.** Hold-over overtime is defined as required overtime work for which an employee is required to remain at work beyond his regular work shift or workday and shall be compensated at one and one-half (1-1/2) times the employee's pay.

In no event shall overtime compensation be received twice for the same hours worked.

- (b) Compensation for authorized overtime shall be paid in the form of pay at the applicable rate or banked as compensatory time off. All overtime shall be recorded by the employee and must be approved by the Fire Chief or designated supervisor.
- (c) For purposes of the Company overtime under the Federal Fair Labor Standards Act and state statute only, authorized leave with pay shall be considered hours worked.
- (d) Overtime may be taken in the form of compensatory time off in lieu of paid compensation. Such time off shall be approved by the Fire Chief and shall not be unreasonably withheld. The Fire Chief may withhold approval when the complement of employees has been temporarily reduced due to scheduled vacations, or other previously approved leaves for other employees on that shift. There may be up to a total of two (2) employees on compensatory time off or vacation, at any given time. Permission for such time off must be requested from the affected shift's Captain at least forty-eight (48) hours in advance of the time off. Such time off must be taken in increments of not less than two (2) hours, and shall not interfere with the operations of the Fire Department. Provided, however, that the compensatory time off may not be taken by virtue of hours worked in excess of 53 and less than 57 in a work week. The maximum compensation time that may be accrued is 112 hours (80 hours for 40-hour employees).

#### **Section 4. EMT Certification.**

The City and the Union recognize the need to have highly trained employees to operate the City's rescue equipment and to respond to medical emergencies. To this end, the City and the Union agree as follows:

Emergency Medical Technician-B (EMT-B) certification shall be the mandatory minimum level of certification required for all positions in the bargaining unit.

- (a) The employee shall be responsible for continuing to maintain the required level of EMT certification as a condition of continued employment.
- (b) The City will pay expenses associated with mandatory EMT re-certifications and other mandatory certifications. Such expenses may include transportation and travel costs, application and test fees, registration fees, etc. The City will decide

how many employees will be involved at any one time due to budgeting and staffing requirements.

- (c) Except as otherwise provided in this Agreement, certified Emergency Medical Technicians (EMT's), shall be compensated as follows:

EMT 'I'	3.0% of Top Step Firefighter EMT-Basic pay
EMT 'P'	7.25% of Top Step Firefighter EMT-Basic pay

All the above amounts shall be incorporated into the base wage schedule set forth in Appendix\_B. If any individuals achieve a higher level of certification, the City will pay the premium pay for the higher level.

### **Section 5. "Working Out of Classification."**

When an employee is required to work in a higher job classification for at least two (2) hours or more, he/she shall receive the pay rate for the higher classification for time worked in a higher classification until the return to their previous job classification. If an employee takes vacation, sick leave or other paid time off while working in a higher classification and returns to the higher classification, he/she shall be paid their regular position's salary rate for such vacation and sick-leave. The Fire Chief may assign an employee to acting-in assignments. Subject to the foregoing, the rate of pay shall be the entry level salary established for the higher position or the next level salary if the entry level salary is less than the rate of pay earned in the lower classification.

### **Section 6. Educational Expense Reimbursement.**

The City shall pay the cost of books and tuition for successfully completed, job-related courses which have been approved in advance by the Fire Chief. In the event that an employee leaves City service sooner than two years after completion of the course(s), the amount paid by the City will be deducted from the employee's final paycheck to the extent the deduction does not reduce the employee's wages below legal minimums. If the deduction is not sufficient to fully reimburse the City, the employee shall be responsible to make a direct payment in the amount of the differential.

### **Section 7. Mileage.**

An employee required to report for special duty assignment at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location shall be compensated at the rate established by the City, for the use of such automobile directly in the line of duty.

### **Section 8. Haz Mat Team.**

Should the City participate in the regional haz-mat program, each member of the Haz-Mat Team who maintains membership status on the response team, shall be compensated as follows:

- (a) Each team member shall be paid an incentive of \$500.00 per year for maintaining their required membership status. Payment shall be made in December for the next calendar year. Should the team member not complete an entire year, then the City shall be reimbursed on a monthly prorated basis.
- (b) Team members shall receive time and one-half their regular pay when involved in a state approved Hazardous Materials Team Activity, or off-duty training required by the Fire Chief.
- (c) Team members shall receive double their regular pay when activated for response to a Hazardous Materials incident (2-hour minimum).
- (d) Team members shall receive an annual baseline physical, paid for by the City, to maintain their membership on the regional team.

### **Section 9. Field Training Paramedic Program.**

Should the City participate in a Field Training Paramedic (FTP) Program, each member assigned by the department as an FTP will receive \$90.00 per month, for each calendar month that the employee is so assigned.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

### **Section 1.**

No regular employee as defined in ARTICLE XIV, Section 4, may be disciplined except for just cause and after due process. Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee. Conduct reflecting discredit upon the City or Department or which is a direct hindrance to the effective performance of the City functions shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of Department rules or for political activities forbidden by law.

### **Section 2.**

Discipline for just cause may include the following:

1. Written reprimand;
2. Demotion;
3. Suspension;
4. Discharge.

### **Section 3.**

An employee may be suspended from employment, with or without pay, while charges against the employee are investigated. Such a suspension may be for no more than five (5) working days, unless mutually extended by the parties. If the employee is cleared completely of the charges, the affected employee will be immediately reinstated without loss of pay or benefits. If the charges are upheld, the suspension or any part of it may be determined to be part of the discipline, effective as of the date of suspension.

### **Section 4.**

In the event of an offense of such serious nature that immediate disciplinary action is required, the employee may be suspended immediately from employment until such charges are investigated and a decision made to continue or terminate the employee. If the employee is cleared completely of the charges, the affected employee will be immediately reinstated without loss of pay or other benefits. If charges are upheld, the termination date will be the date of suspension.

### **Section 5.**

In any case of suspension, a written notice of the charges against the employee, and grounds for suspension shall be supplied to the Union and affected employee. Any disciplinary action that is protested, shall be protested only as grievance through the regular grievance procedure.

### **Section 6.**

Two (2) years from the date a written reprimand is issued it shall be removed from personnel records provided no other infractions have occurred concerning the same matter.

### **Section 7.**

An employee having less than twelve (12) months continuous service shall serve at the discretion of the City.

## **ARTICLE XIII**

### **SETTLEMENT OF DISPUTES**

#### **Section 1. Grievance and Arbitration Procedure.**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner, provided however, the time limits can be extended by mutual consent of the parties. Once a grievance has been filed in writing it may not be changed except as to facts.

**STEP I (Informal).** The affected employee shall discuss the problem with the Fire Chief or his designee within seven (7) business days of its occurrence. The discussion shall include factual details of the incident, the section of this Agreement allegedly violated and the specific remedy requested. The City shall have the seven (7) business days to attempt to resolve the matter and shall answer the employee either verbally or in writing. If the problem is not resolved within the seven (7) business days, it may proceed as a grievance to the second step.

**STEP II.** If the problem has not been settled between the affected employee and the Fire Chief or his designee, it may be presented as a grievance in writing by the Union representative to the Fire Chief within seven (7) business days after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The Fire Chief shall respond to the Union representative in writing within seven (7) business days after receipt of the grievance.

**STEP III.** If the grievance still remains unadjusted, it may be presented by the Union to the City Administrator or his designee(s) within seven (7) business days after the response specified in STEP II is due. The City Administrator or his designee(s) shall respond in writing to the Union within seven (7) business days.

**STEP IV.** If the grievance is still unsettled, either party may, within ten (10) calendar days after the reply of the City Administrator is due, by written notice to the other, request arbitration of the dispute under STEP V.

**STEP V.** If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Administrator or his designee, under STEP IV, have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or the Oregon Employment Relations Board shall be requested to submit a list of five names of Oregon and/or Washington arbitrators. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issue(s) in dispute. The designated arbitrator shall hear both parties as

soon as possible on the disputed matter and shall render a decision within thirty (30) calendar days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, and shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union, however each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceeding, it may cause such record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived.

## **Section 2. Stewards.**

Employees selected by the Union to act as Union representatives shall be known as "stewards" and shall not exceed three (3) in number. The names of the employees selected as stewards and the names of local Union representatives, state council or international representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of stewards, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 above, shall not interfere with their or other employees' regular work assignments as employees of the City. On-the-job contacts between stewards and an aggrieved employee shall be made so as not to interfere with or disrupt regular Fire Department operations and with the consent of the Fire Chief or his designee. Requests for such contacts shall not be unreasonably denied, but shall be limited to a total of no more than six (6) hours per month. Union stewards shall not solicit, or "shop" for grievances while on duty. Time allowed to be authorized for contacts between stewards and an aggrieved employee under this Article shall be used to solve problems, not to encourage them. Stewards shall make every effort to attempt to make contacts during their off-duty hours.

# **ARTICLE XIV SENIORITY**

## **Section 1. Seniority.**

Seniority shall be an employee's length of continuous service with the bargaining unit, dating from his last date of hire and shall apply by job classification in the matter of layoff and recall. In the event of a layoff, such a laid off employee may exercise his seniority to bump into a lower job classification within the Department, provided he is qualified to perform the work. To prevent unnecessary disruption and delays, employees must exercise their bumping rights in writing within seven (14) calendar days

of receipt of notice of layoff. Recall from layoff shall be in the reverse order of seniority, provided the recalled employee is qualified to perform the work.

Seniority shall continue to accrue during:

- (a) Authorized sick leave or disability leave up to ninety (90) calendar days;
- (b) Vacation leave;
- (c) Educational leave approved by the City;
- (d) Military leave as specified in ARTICLE X Section 8;
- (e) Funeral leave;
- (f) Jury duty;
- (g) Promotion to a supervisory position outside of the bargaining unit for six (6) months;

## **Section 2. Suspension of Seniority.**

Seniority shall be retained, but shall not continue to accrue during:

- (a) Authorized sick leave or disability leave in excess of ninety (90) days;
- (b) Educational leave requested by the employee;
- (c) Military leave in accordance with law;
- (d) Election to a full time paid Union office up to one (1) year, renewable upon application; and
- (e) Other authorized leaves of absence of up to one (1) year.

## **Section 3. Termination of Seniority.**

Seniority and the employment relationship shall be broken or terminated if an employee: (1) Quits; (2) Is discharged for just cause; (3) Is absent from work without notification to the Fire Chief or his designee, by the beginning of his next regularly scheduled work shift; (4) Is laid off and fails to report to work within five (5) days after being recalled; (5) Is laid off- from work for any reason for 24 months or for a period of time equal to his seniority, whichever is shorter; (6) Fails to report for work after the termination of a leave of absence; (7) If while on a leave of absence for personal health reasons accepts other employment without permission, or (8) Retires.

## **Section 4. Probationary Period.**

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the Department by observing a new employee's work, training, aiding new 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 employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which they shall be considered a regular employee and granted seniority retroactively to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under ARTICLE XIII.

### **Section 5. Layoff and Recall**

Recall from layoff exceeding three (3) shifts shall be by certified letter sent to the employee at their last known address furnished to the City by an employee. The City may also use any means to return an employee sooner. The City may require the successful completion of a medical-examination as a prerequisite to returning an employee to work following a layoff, at City expense.

## **ARTICLE XV PROMOTIONS**

### **Section 1. Testing.**

No employee shall be promoted from one rank to another without first having passed a promotion examination. Promotion examinations shall be based upon ascertained merit and standing upon examination. Promotional opportunities shall be posted for at least twenty-one (21) calendar days prior to the beginning of the testing procedure. Whenever a promotional examination is given, the notice announcing such examination shall state: the passing score on all parts of the examination; the relative weight of each part of the examination and the length of time the eligibility list established by the examination process will be effective.

### **Section 2. Eligibility.**

It shall be a prerequisite that any applicant for examination for a position or classification above that of firefighter in the bargaining unit, shall have had service for at least two (2) years for Engineer, and three (3) years for Captain in the Fire Department of the City of Ashland. Promotional vacancies for classifications listed in "Appendix A" may be filled from outside the Ashland Fire Department only in the event of the following:

- (a) If, after posting a promotional opportunity in accordance with Section 1 of this Article, the City receives no notices of intent to participate as outlined in Section 3 of this Article;
- (b) If it is found for Engineer that, after testing in accordance with the terms of this Article, no one within the bargaining unit is deemed qualified for the position by virtue of test scores; or



- (c) If it is found for Captain that, after testing in accordance with the terms of this Article, there are not at least three (3) employees within the bargaining unit deemed qualified for the position by virtue of test scores.

### **Section 3. Procedure.**

Employees must submit in writing to the Fire Chief or his or her designee, their intent to participate in the testing procedure not later than ten (10) calendar days prior to the test date. The content of the examination shall be limited to measuring of skill, technical knowledge and level of self-development attained for the classification sought by applicants. When oral examinations are given, the oral board will be made up of Fire Department members from outside the Ashland Fire Department.

### **Section 4. Credit for Seniority.**

In the event two (2) or more applicants are equally qualified by virtue of identical test scores, seniority shall govern placement on the promotional list.

### **Section 5. Promotional List.**

Promotional lists shall be established from test scores, with number one on the list being that employee who had the best or top overall score. The list will serve to advise each applicant of his standing relative to the outcome of the testing procedure.

### **Section 6. Appointment.**

When the City desires to fill a vacancy, it shall choose the candidate with the highest overall score on the eligibility list, unless the Fire Chief determines that such individual is not the most qualified. and puts his reasons for such a determination in writing.

### **Section 7. Promotional Probationary Period.**

Regular employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under ARTICLE XIII. Such demotion shall not be considered a disciplinary action. The reasons for demotion shall be supplied in writing to the demoted employee within 48 hours after the demotion.

## **ARTICLE XVI**

### **GENERAL PROVISIONS**

#### **Section 1. Bulletin Boards.**

The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins:

- (a) Recreational and social affairs of the Union
- (b) Union meetings
- (c) Union elections
- (d) Reports of Union committees
- (e) Rulings or policies of the International Union

In addition, the Union may post one IAFF sign, and may use the dayroom for Union meetings, provided they first secure permission from the Captain.

#### **Section 2. Visits by Union Representatives.**

The City agrees that accredited representatives of the International Association of Firefighters and the Oregon State Firefighters Council, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purposes of assisting in the administration of this Agreement, if they first obtain permission to do so from the Fire Chief or his designated representative.

#### **Section 3. Solicitation.**

The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

#### **Section 4. Existing Conditions.**

It is understood and agreed that there exists within the Fire Department certain established working conditions which constitute employment relations under ORS 243.650 through 243.782 which shall continue in effect for the term of this Agreement, unless or until changed by mutual agreement of the parties, or by the City in accord with its prerogatives stated elsewhere in this Agreement, or as required by appropriate State or Federal laws, orders or regulations. In case of changes by other than mutual agreement, the Union shall be notified as soon as practicable of a change or proposed change.

## **Section 5. Rules.**

It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by written work rules, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement.

## **Section 6. Other Employment.**

Prior to accepting outside employment, an employee shall first discuss the matter with the Fire Chief. Acceptance or continuance of regular outside employment by an employee shall be subject to the following criteria:

- (a) The need for mentally and physically alert public safety employees.
- (b) Insulating employees from potential conflict of interest situations.
- (c) Maintaining efficiency unimpaired by other employment, recognizing the nature of the job requiring firefighters to be available for emergency duty twenty-four (24) hours a day.

## **Section 7. Supervisory Employees.**

It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reason, or where the work load is temporarily increased.

## **Section 8. Uniforms, Protective Clothing and Devices.**

If an employee is required to wear a uniform, protective clothing or use any type of protective device, such articles shall be provided by the City. Replacements to the initial uniform issued shall be provided through an annual uniform allowance of \$225.00, set aside for the exclusive use of each member of the Union for the purchase of required clothing ordered through the Fire Chief or his designee. Lost protective clothing or devices, or damage to protective clothing or devices due to negligence, shall be reimbursed to the City by the employee. Failure of an employee to wear required uniforms, protective clothing, or use protective devices as prescribed by the City shall be cause for disciplinary action as set forth in ARTICLE XII. Loss or damage to personal items owned by the employee shall be the responsibility of the employee.

## **Section 9. Position Classification.**

The general classifications of labor which shall be recognized throughout this Agreement shall be those set forth in Appendix A.

## **Section 10. Personnel Files.**

Employees shall have the right to:

- (a) Inspect their official personnel records kept in the office of the Personnel Director on a quarterly basis.
- (b) Acknowledge the placement of new materials in their files.
- (c) Challenge or reply to materials which the employee believes to be obsolete or otherwise inappropriate for evaluation, promotion, or retention.

## **Section 11. Trade Time.**

The City shall allow time trades provided that:

- (a) Such trades are applied for on a form provided by the City;
- (b) Permission is granted by the affected shifts' supervisor prior to the time to be traded. Such permission shall not be unreasonably denied;
- (c) The City shall not be liable for payback of time traded or overtime worked as a result of such trades;
- (d) Trades shall not interfere with the operations of the Fire Department. This section shall be interpreted to include protection of paramedic staff;
- (e) Trades shall occur only between employees of the same job classification, or between equally qualified employees according to the Fire Engineers' and Captains' promotional eligibility list.

# **ARTICLE XVII**

## **HEALTH AND WELFARE AND RETIREMENT**

### **Section 1. Health and Welfare.**

As of May 1, 2004, the City agrees to pay 95% of the cost of the premium for the health and welfare benefit plans shown in Appendix "C" or their equivalent for the duration of this agreement. Employees shall pay 5% for the cost for their coverage through payroll deduction. Retired employees shall be allowed to participate in the existing insurance plan at their own expense to the extent required by state or federal law. The City shall also make available to employees an optional choice to participate in a Flexible Spending Account Program (pre-tax health premium and health and dependent care expense reimbursement).

**Effective 9/1/09** – The union agrees to change to the Preferred Provider Version of their current health plan, V-A PPP with a \$100 Deductible.

**Effective 1/1/2010** – The union agrees to change to Plan V-B Preferred Provider Plan with a \$200 deductible.

In recognition of this change in health plans, the City agrees to establish and contribute 1% of gross salary per pay period into an HRA-VEBA Account for each member beginning **7/1/2009** to allow contributions to accumulate in advance of the changes to healthcare plans. HRA-VEBA contributions can be used by Association Members for qualifying healthcare expenses.

**Effective July 1, 2011** - The union agrees to give up the \$22/month insurance deductible offset in favor of an additional 1% gross salary contribution per pay period into HRA-VEBA.

## **Section 2. Health and Welfare Committee.**

The Union and the City jointly recognize the escalating cost of Health and Welfare insurance and services. In an effort to control cost and provide the maximum benefits possible, the City may establish an employee-based benefits committee with one member appointed by the bargaining unit. The committee will meet at the option of either the City or the Union, will review insurance options and make recommendations related to controlling costs.

## **Section 3. Retirement.**

The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular employees in the bargaining unit. Upon retirement, one-half of accumulated sick leave will be applied to retirement as set forth in ORS 238.350. The City will also assume or pay the employee's contributions required by ORS for all employees included under this Agreement at a uniform rate of six (6) percent.

## **Section 4. Deferred Compensation.**

The City agrees to contribute \$15.00 per month in matching funds per member enrolled in a City deferred compensation program (currently ICMA or AETNA). This program is at the option of the member and contingent upon a minimum \$15.00 per month contribution paid by the member. In addition, as an incentive to amend language regarding the provision of health insurance benefits to make clear the City has agreed to provide a health insurance package and not specific individual benefits, the City

agrees to contribute \$25.00 per month to an eligible deferred compensation program for each member of the bargaining group.

## **ARTICLE XVIII**

### **WORKER'S COMPENSATION**

#### **Section 1. Worker's Compensation.**

All employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the City.

#### **Section 2. Supplementary Payment.**

Compensation paid by the City for a period of sick leave also covered by worker's compensation shall be equal to the difference between the worker's compensation pay for lost time and the employee's regular pay rate, as described in ARTICLE VIII, Section 4.

## **ARTICLE XIX**

### **LIABILITY INSURANCE**

The City shall purchase liability insurance as set forth in ORS 30.270 and containing such terms and conditions as are necessary for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premiums for such insurance shall be paid by the City.

## **ARTICLE XX**

### **SAVINGS CLAUSE AND FUNDING**

#### **Section 1. Savings Clause.**

Should any article, section, or portion thereof, of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **Section 2. Funding.**

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

## **ARTICLE XXI**

### **TERMINATION AND REOPENING**

This Agreement shall be effective as of the 1st day of July, 2009 or upon execution, whichever is later, and shall remain in full force and effect until the 30th day of June, 2012, and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. This Agreement nullifies and supersedes all previous documents including Letters of Understanding between the parties unless such documents are specifically reinstated for the duration of this Agreement.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not sooner than one hundred eighty (180) days nor less than ninety (90) days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event notice to modify is given, those provisions not reopened shall automatically renew. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice, unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiation.

**ASHLAND FIREFIGHTERS  
ASSOCIATION INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL #1269 CITY OF ASHLAND,  
OREGON**

By: 

By: 

Date: 8-24-09

**CITY OF ASHLAND, OREGON**

By: 

By: 

Date: 8-24-09

## **APPENDIX “A”**

### **CLASSIFICATIONS WITHIN THE BARGAINING UNIT**

Firefighter  
Fire Engineer  
Fire Captain



## **APPENDIX “B” SALARY SCHEDULE**

**In 2009 --** The Union agrees to forego any Cost-of-Living Adjustments (COLA).

**In 2010 –** The Union agrees to forego any COLA in 2010 unless the change in the CPI-U index January 2009-January 2010 is 4% or greater. In the event that the change in CPI is greater than 4%, both Parties agree to re-open the contract to negotiate wages only. In the event that the change in CPI-U exceeds 8%, the City will grant a wage increase equal to 50% of the change in CPI-U.

**In 2011 –** The City agrees to increase wages July 1, 2011 based on the change in the CPI-U index from January 2010-January 2011 with a minimum of 3% and a maximum of 5%. If the change in the CPI-U exceeds 5%, both parties agree to re-open the contract to negotiate wages only.

## APPENDIX “C” HEALTH AND WELFARE BENEFITS

Section 1. Health and Welfare. The City agrees to pay ninety-five percent (95%) of the premium for employee and/or family coverage through the term of this agreement for the following health and welfare plans. The employee agrees to pay five percent (5%) of the premium, to be deducted from the employee's check through regular payroll deductions. The parties recognize this agreement is to provide the insurance plans. Plan benefits are subject to annual adjustments. Nothing in this agreement shall be deemed a limitation on the annual plan benefit adjustments. In the event the plan is no longer offered, then both Union and City of Ashland shall mutually agree on a new plan. Any plan agreed to shall be to the greatest extent reasonably equal to or better than the last offered. In determining reasonable comparability, the premium costs for the new plan shall not exceed 110% of the final premium costs paid for the plan it is replacing. The plans and employee/family coverage levels agreed to are:

- (1) Blue Cross/Blue Shield of Oregon Health Insurance – employee and family coverage.
- (2) ODS Dental Plan III or Willamette Dental Plan V – employee and family coverage.
- (3) Vision Services Plan - employee and family coverage.
- (4) \$22 per month paid to the employee toward annual insurance deductible costs – ***(\$22 per month payment terminates on 6/30/2011 in favor of contribution to HRA-VEBA referenced in Article XVII Section 1).***
- (5) Mercy Flights' Insurance - Family coverage.
- (6) City paid reimbursement for routine physical exams for employee/dependents, if such coverage is not provided by (1) above:

Age 2-18 ---- once every year up to \$100

Age 19-34 ---- once every 5 years up to \$175

Age 35-59 ---- once every 2 years up to \$175

Age 60+ ---- once every year up to \$175

- (7) City paid reimbursement for routine well-baby care, if such coverage is not provided in (1) above, to include first in-hospital exams; six doctor's office exams the first year; three exams the second year up to \$100 each exam (includes exam, inoculations and x-ray expenses).
- (8) City paid reimbursement for programs contained in the City's Wellness Program.
- (9) Other benefit levels and maximum premium payments by the City shall be as follows:

State mandated Life Insurance	\$ .67/member/month
League of Oregon Cities Life Insurance	\$0.18/\$1,000 in coverage
League Dependent's Life Insurance	\$0.30/member/month
Salary Continuation Plan(LTD)	\$0.394/member/month

- (10) Physical Fitness Reimbursement: 50% of membership cost up to a maximum of \$120 per year.