



Council Business Meeting

July 18, 2023

Agenda Item	Ratification of 3-Year Labor Agreement with the International Association of Firefighters Local 1269	
From	Sabrina Cotta Molly Taylor Ralph Sartain Marshall Rasor	Deputy City Manager Interim Human Resources Director Fire Chief Deputy Fire Chief
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Item Type	Requested by Council <input type="checkbox"/> Update <input checked="" type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

The current labor agreement between the City of Ashland and the IAFF employees (~30 employees) expired on June 30, 2022. Bargaining teams worked diligently on reaching agreement on terms for the successor contract and due to an impasse sought interest arbitration. Multiple sessions have been held to come to an agreement on a three-year contract term. Most items agreed upon during negotiations were no-cost corrections to language and updates to process and current statute. The IAFF and the City of Ashland worked diligently to come to an agreement on compensation and benefits and with the assistance of arbitration a final ruling has been reached on both wages and benefits.

BACKGROUND AND ADDITIONAL INFORMATION

To ensure continuity of services, the City of Ashland needs to remain a competitive employer within the region. The agreements reached in bargaining as well as the interest arbitration ruling result in competitive wages and benefits for those in the IAFF. Staff recommends that the City Council authorize the City Manager and Mayor to sign the three-year contract, ratifying the agreements reached with the IAFF Local 1269 and through interest arbitration.

FISCAL IMPACTS

All positions within the bargaining unit fall within the general fund. The new agreement calls for the following wage and benefit adjustments:

- Year 1: Effective July 1, 2022, a four percent increase for all positions in the bargaining unit and an estimated cost of \$191,000.
- Year 2: Effective July 1, 2023, a four percent increase for all positions in the bargaining unit and an estimated cost of \$199,000.





Council Business Meeting

- Year 3: Effective July 1, 2024, a three percent increase for all positions in the bargaining unit and an estimated cost of \$205,000.
- Longevity pay program with an annual bonus distributed on the 1st paycheck in December:
 - 5-10 years of service: \$1,000
 - 10-15 years of service: \$1,750
 - 15-20 years of service: \$2,500
 - Greater than 20 years of service: \$3,250
 - And estimated ~\$44,000 per year cost
- Healthcare adjustment
As an offset to the increase in wages the employee base healthcare plan transitioned on January 1, 2023, to a 1500/4500 deductible plan from a no longer offered grandfathered \$500 deductible plan.

This change in compensation has been budgeted for in the 2023-2025 Biennium budget.

SUGGESTED NEXT STEPS

Motion: I move to approve the three-year labor agreement with the IAFF and authorize the City Manager and Mayor to sign the three-year agreement.

REFERENCES & ATTACHMENTS

ERB Case ME-044-22 Ruling
2023 -2025 IAFF Agreement

BEFORE THE EMPLOYMENT RELATIONS BOARD
OF THE STATE OF OREGON
ERB Case ME-044-22

In the Matter of the Interest Arbitration Between:

THE CITY OF ASHLAND, OREGON,

Employer,

And

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1269,

Union.

Stephen E. Alpern

Designated Arbitrator

A. INTRODUCTION

This matter arises under the Oregon Public Employee Collective Bargaining Act, Oregon Revised Statute (“the Statute”) §§243.650 -243.806. The Arbitrator was selected by the parties from a list of seven arbitrators submitted by the Employment Relations Board. The parties’ collective bargaining agreement expired on June 30, 2022, and they have been unable to negotiate a successor agreement even after mediation. At the time of the interest arbitration hearing, the parties, after their negotiations and submission of their Last Best Offers (LBO’s), and by stipulation their Amended Last best Offers had reduced the outstanding issues to two. The City proposed to reduce its share of its employee health benefits contribution from 95% to 90%, effective July 1, 2023, a change the Union opposed. The City proposed to add a provision to the Agreement providing for annual

longevity payments based on an employee's years of service. The Union also proposed longevity payments but in amounts larger than those proposed by the City. The Union's Amended LBO maintained the City's share of health benefits at 95%. Under ORS §746 (5) the Arbitrator must select either the City's Amended LBO or the Union's Amended LBO. Whichever Amended Last Best Offer is chosen must be awarded without modification.

B. Background

Ashland is a City in Southern Oregon with a population of approximately 21,607. Its Chief Executive Officer is the City Manager. It has an elected City Council of six members and a mayor who casts votes when votes are tied among the six members. The Council adopts the City's two-year budgets which are prepared and recommended by the City Manager. The next two-year budget must be adopted by July 1, 2023.

In addition to a fire department which is at issue in this case, the City has bargaining units consisting of clerical, labor, police and electrical workers (the City manages its own electric utility). The City's 2021-23 adopted General Fund Budget was approximately \$69 million and its proposed 2023-25 proposed budget is approximately \$89 million. The Fire Department's expenditures are made from the General Fund. The City maintains other funds which are dedicated to specific purposes, such as water operations and street maintenance. These funds are not generally available for General Fund expenditures.

The City has 244 full-time equivalent employees (FTE's) of which 220 positions are currently filled. The upcoming budget provides for 264 FTE's. The employees represented by the Union are Firefighters (some of whom

are EMT's), Engineers who drive and ensure the readiness of the fire trucks, Captains, and Battalion Chiefs. The bargaining unit consists of 30 employees.

Because Oregon law prohibits firefighters from engaging in strikes, any unresolved issues subject to mandatory bargaining are to be submitted to interest arbitration. Each party is required to submit its LBO package at least fourteen days prior to the date set for the interest arbitration hearing. By stipulation of the parties, the parties' LBOs could be modified prior to the hearing. The parties Amended LBOs were submitted to the Arbitrator on May 8, 2023. The parties submitted pre-hearing briefs on May 9. The Arbitrator conducted the interest arbitration hearings on May 18 and 19, 2023, in Ashland, Oregon. Each party was permitted to call witnesses and to cross-examine the other party's witnesses. The witnesses testified under oath or affirmation administered by the Arbitrator. With one exception the witnesses testified in person. By agreement of the parties one witness testified remotely via Zoom®. The testimony of all witnesses was recorded via Zoom® and that recording constituted the official record of the hearing. At the conclusion of the hearings, the parties stipulated that post-hearing briefs should be filed no later than May 30, 2023, and that the Arbitrator's written Opinion and Order should be issued no later than June 9, 2023.¹

ORS requires arbitrators to base their findings and opinion by giving first priority to:

- (a) The interest and welfare of the public. and secondary priority to (b) through (h) as follows:

¹ Normally, under the Statute, the Arbitrator would have 30 days to issue the order in this matter. In light of the City's need to have an approved budget in place by July 1, the Arbitrator agreed to the earlier date. As a result, although the Arbitrator has carefully reviewed the extensive record in this matter, extensive references to the record are not contained herein.

(b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.

(c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

(d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received.

(e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities. As used in this paragraph, "comparable" is limited to communities of the same or nearest population range within Oregon. Notwithstanding the provisions of this paragraph, the following additional definitions of "comparable" apply in the situations described as follows: (A) For any city with a population of more than 325,000, "comparable" includes comparison to out-of-state cities of the same or similar size; (B) For counties with a population of more than 400,000, "comparable" includes comparison to out-of-state counties of the same or similar size; (C) Except as otherwise provided in subparagraphs (D) and (E) of this paragraph, for the State of Oregon, "comparable" includes comparison to other states; (D) For the Department of State Police troopers, "comparable" includes the base pay

for city police officers employed by the five most populous cities in this state; and (E) For Department of State Police telecommunicators, as defined in ORS 181A.355, “comparable” includes the base pay for telecommunicators employed by the five public safety answering points in this state, as defined in ORS 403.105, with the most employees.

(f) The CPI-All Cities Index, commonly known as the cost of living.

(g) The stipulations of the parties.

(h) Such other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment.

However, the arbitrator shall not use such other factors, if in the judgment of the arbitrator, the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award.

The Statute further provides that:

Not more than 30 days after the conclusion of the hearings or such further additional periods to which the parties may agree, the arbitrator shall select only one of the last best offer packages submitted by the parties and shall promulgate written findings along with an opinion and order. The opinion and order shall be served on the parties and the board. Service may be personal or by registered or certified mail. The findings, opinions and order shall be based on the criteria prescribed in subsection (4) of this section.

A discussion of how these criteria are to be applied to the instant case will follow.

C. The Parties' Amended Last Best Offers

The City's Amended LBO contained two provisions which it asserted the Arbitrator should adopt as the Order in this matter. The first provided for an annual longevity bonus for employees as follows:

After completion of 5-9 full years of service: \$1,000

After completion of 10-14 full years of service: \$1,250

After completion of 15 full years of service: \$1,500

The second element of the City's Amended LBO was directed to health benefits. It provided for an increase in employee contributions to health care premiums from 5% to 10% effective July 1, 2023 (the second year of the Agreement).

The Union's Amended LBO contained an annual longevity bonus as follows:

5-10 years of service: \$1,000

10-15 years of service: \$1,750

15-20 years of service: \$2,500

Greater than 20 years of service: \$3,250

The material differences between the parties' proposal on longevity bonuses occurs after nine years' service. For employees with from 10 to 15 years' service the City would provide an annual bonus of \$1250 while the Union's proposal would provide for \$1750 for such employees. After 15 years of service the City would provide an annual bonus of \$1500. The Union would provide a bonus of \$2500 for employees with 15-20 years' service and \$3250 for employees with greater than 20 years of service. Thus, the Union's proposal would provide larger bonuses to employees with more than 10 years' service. The cost differences between the two longevity proposals is approximately \$139, 250 over the life of the Agreement.

The major difference between the parties' proposals on health benefits are that the City's proposal would reduce the percentage of the City's contribution for employee health insurance from 95% to 90% effective July 1, 2023. The cost savings to the City of its health benefits proposal would be approximately \$183,000 over the life of the Agreement. However, over time, if health benefits costs continue to increase, the savings to the City would far outweigh the costs of the Union's longevity payments if both provisions were continued in future Agreements.

In summary, as might be expected, the Union's Amended LBO provides more generous longevity pay and health and welfare benefits than does the City's Amended LBO. To reiterate, the choice before the Arbitrator is to award the entire Amended LBO of the City or the entire Amended LBO of the Union.

D. Discussion

The Arbitrator begins from the seminal Oregon interest arbitration opinion issued by Carlton Snow.² Professor Snow wrote:

The Oregon Legislature has told interest arbitrators to give first priority to "the interest and welfare of the public." No substantive content has been poured into this abstraction by lawmakers, but it is clear that "the interest and welfare of the public" is not a "stand alone" criterion. It is to be given first priority, but other criteria may not be ignored in view of the requirement that they be given secondary priority. Giving the other criteria secondary priority clearly means that they must help inform the abstraction set forth in the first criterion.

Criterion (a) is indeed a blank canvas which is generally filled in with reference to the remaining criteria. There might be a few cases where the interest and welfare of the public is self-evident. For example, if a Union's LBO would cause a city to enter into Chapter 9 bankruptcy, the interest and welfare of the public would manifestly weigh against such a proposal. The Union accepts this principle. The City seems not to. It argues that "by mandating the 'first priority' of the 'interest and welfare of the public' over the secondary criteria, the statute, on its face, entrusts to arbitrators nothing more than the ordinary discretion they need to weigh fully all factors that they find are relevant and appropriate to determine which LBO is better for the affected communities."

This approach would give arbitrators far more power than that apparently granted by the Statute. If the "interest and welfare of the public" cannot be readily determined from the record of the case, arbitrators are not

² *Interest Arbitration Between Bend Firefighters Ass'n and City of Bend*, at 4 (1996) reported at [IA-09-95_BFFA-Bend_Snow-E.pdf \(oregon.gov\)](#).

given free rein to determine what is best for the public. Instead, they are mandated to weigh the factors set forth in ORS §§ 243.746 (b)-(g). Contrary to the City's argument, ORS § 243.746 (h) does not permit an arbitrator to generally consider such "other factors, consistent with paragraphs (a) to (g) of this subsection as are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment". If in the judgment of the arbitrator, "the factors in paragraphs (a) to (g) of this subsection provide sufficient evidence for an award," the arbitrator may not consider the factors in (h).³

The record in this case does not support the finding that either Amended LBO is manifestly supported by the interest and welfare of the public. The Arbitrator will thus consider the evidence presented by the parties directed toward the other factors.

The parties agree that the City bears the burden of proof regarding its proposal on health benefits contributions. As the City acknowledges, it is attempting to change the status quo, and arbitrators uniformly shift the burden to the party attempting such a change. The burden is not a light one. The City must show that there is a "compelling need" for the change.⁴ With respect to longevity payments, the City argues that the Union should have the burden since both parties proposed such payments, but the Union is proposing more generous payments. Accordingly, the City argues that the City's proposal should be treated as "the (new) status quo" thus imposing on

³ See, *Oregon Military Department and IAFF Local 1660*, IA-16-99 (Levak, 2000): "[I]t is now well established both: (1) that the primary criterion is inextricably linked to the secondary criteria; and (2) that the other factors criteria[in section (h) of ORS 243.746(4)] should not be considered where the preceding secondary criteria are sufficient to resolve the issue." See also *City of Bend*, *supra*. At 24.

⁴ *Gladstone Police Ass'n and City of Gladstone*, IA-10-00 (Gaba 2001), [IA-10-00 GladstonePOA-Gladstone Gaba-E.pdf \(oregon.gov\)](#).

the Union the burden of proving that there is a compelling need, or a sufficient quid pro quo, that justifies an annual longevity bonus that is more generous than that proposed by the City. The City offers no arbitral authority for such a proposition and this arbitrator declines to create such authority. Instead, the Arbitrator will consider which longevity proposal is most consistent with the standards established by the Statute.

The City emphasizes that other bargaining units have agreed to the 90/10 split and that the longevity payments proposed in its Amended LBO have been adopted in other City bargaining units. The Statute makes no mention of internal comparability as a factor to be considered unless an arbitrator determines to consider factors under subsection (h). Internal equity is arguably a factor traditionally considered by an arbitrator. The City Manager testified that a goal of the City in bargaining was to equalize COLA's and longevity increases with the four-bargaining units with which it was negotiating. Further the City determined that firefighters were receiving greater increases than employees in other bargaining units in which most City employees who were female were employed. According to the City Manager granting greater increases to employees in the predominately male Police and Fire Departments than to those units where most of the City's female employees were employed violated the spirit, if not the letter, of federal and state anti-discrimination laws. This is an oversimplification of anti-discrimination laws. It is beyond the Arbitrator's authority to determine whether the imbalance pointed out by the City was the result of discriminatory recruitment and hiring practices or was simply the result of self-selection by City job applicants of the position for which they applied. Nor is there any evidence that the City has undergone the rigorous job

analyses to determine if there are equal pay violations under Oregon law. In sum, the City's arguments relating to discriminatory compensation practices fail for lack of proof. In any event the remedy should not be the denial of increases sought by the Union if it can demonstrate that it is entitled to such increases under the Statute. Even if internal comparability were a factor to be considered, the Union demonstrated that the longevity increases given under the Police Department Agreement are greater than those offered by the City to the firefighters, In addition, because salaries under non-police and fire agreements tend to be lower than police and firefighters compensation, the dollar amounts of longevity pay under the former agreements would be a higher percentage than that offered to the firefighters. Finally, citing other bargaining agreements entered into by the City as a basis for imposing conditions of employment on the Union would limit the Union's freedom to negotiate its own agreements. Accordingly, the internal comparability arguments made by the City do not support its Amended LBO.⁵

Factor (b) The reasonable financial ability of the unit of government to meet the costs of the proposed contract giving due consideration and weight to the other services, provided by, and other priorities of, the unit of government as determined by the governing body. A reasonable operating reserve against future contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.

⁵ The City's stated compensation practices seem to be at odds with the standards set forth in the Statute. The City states in its budget summary to the City Council on May16, 2023, that "the city will provide employee compensation *that is competitive with comparable public jurisdictions within the relative recruitment areas.*"(Emphasis added.)

Both parties presented evidence relating to this factor. The City does not argue an inability to pay the compensation sought in the Union's Amended LBO. As the City Manager testified, "it would not break the budget."⁶ Instead, the City asserts that meeting those demands would require it to reduce amounts allocated for other priorities. The record does not demonstrate this by a preponderance of the evidence. The City's evidence demonstrated that it, similar to other governmental and non-profit entities, is operating in a challenging fiscal environment. Two institutions in the City are each facing declining revenue. The student enrollment of Oregon Southern University (OSU) has substantially declined. The Oregon Shakespeare Festival has undergone serious financial challenges and is engaged in an emergency fundraising drive. The Festival attracts tourists to the City and both its attendees and students and visitors at OSU contribute heavily to the City's lodging and food taxes. These taxes substantially declined during the COVID-19 period, but the proposed 2023-5 budget shows these taxes recovering somewhat. The budget also showed property taxes, which are limited by Oregon law, increasing in the next budget. Property taxes constitute slightly under 50% of General Fund Revenues.

The Union presented a detailed financial picture of Ashland which showed increasing annual budget surpluses. The Union's study concluded that Ashland had more than adequate resources to maintain "reasonably adequate reserves" and to cover the additional costs of the Union's Amended LBO. The City presented testimony that it had deferred desired expenditures, including appropriate property maintenance, but it did not show that it would

⁶ In his budget presentation for the proposed 2023-25 budget the City Manager wrote, "The City is currently hitting all targets per the current City financial policies and is in a strong financial position moving into the next biennium."

need to defer these desired projects in the upcoming budget if the Union's Amended LBO was adopted. The City did not attempt to specifically rebut the Union's detailed evidence on the state of the City's finances. The evidence in the record showed that the City was maintaining more than adequate reserves. That the City would prefer to spend these funds on other purposes is not sufficient to show that it did not have available funds to cover the costs of the Union's Amended LBO. That the Union's Amended LBO might cause budget priorities to be shifted is not proof of an inability to pay.⁷

Factor (c) The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided.

Both parties presented evidence relating to "The ability of the unit of government to attract and retain qualified personnel at the wage and benefit levels provided." Although the Union presented evidence that more than 25% of bargaining unit employees had tested for other fire departments, the actual number of departures was lower than the City's turnover rate of 17%. The Fire Chief testified that in past years the Fire Department had a high turnover rate but that in recent years employees were not leaving for other departments, but that much of the turnover was from retirements. The record also showed that significantly fewer employees were seeking employment with the Ashland Fire Department. There was no evidence which supported (or contradicted) the conclusion that this was due to compensation issues. It is arguable, that the Union's higher longevity payments for more senior employees might cause a reduction in turnover through retirements. In sum,

⁷ *Interest Arbitration between the State of Oregon and AFSCME*, [IA-07-01 State\(DAS-DOC\)-SecurityEmployees-AFSCME Snow-LO.pdf \(oregon.gov\)](#), at 25 (Snow 2001).

the Arbitrator concludes that this factor does not weigh strongly in favor of either Party's Amended LBO.

Factor (d) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other paid excused time, pensions, insurance, benefits, and all other direct or indirect monetary benefits received.

The parties presented little evidence on this factor, except as it goes directly to health benefits contributions and longevity pay and it does not weigh in the Arbitrator's decision, except as it goes to those two issues.

Factor (e) Comparison of the overall compensation of other employees performing similar services with the same or other employees in comparable communities.

The issue of comparability is usually a key factor in interest arbitration under the Oregon statute (and most other state interest arbitration statutes). The Union presented extensive comparability data both for cities (or fire districts) in comparable communities and for cities state-wide. Other than presenting extensive internal comparisons, which the Arbitrator does not consider relevant, the City only presented one exhibit on the compensation of five other fire departments. Two of which, Redmond and Tualatin Valley Fire and Rescue were not in the Union's comparisons. Redmond's population exceeds the 150% threshold used by the Union. The Tualatin Fire and Rescue District serves a population of more than 500,000 people. These are not comparable communities. The data on the remaining fire

departments presented by the City was not especially useful. It listed base pay for certain positions, but no breakout by years of service, and other types of compensation and included cryptic explanations such as under total incentives “longevity only” or “ 10% (I think, hard to read their contract.”

The Union’s data generally showed that less senior and lower-ranked employees were competitive with the comparables. However, more senior employees, especially Battalion Chiefs fell behind employees in other departments performing similar services. The Union also compared employees’ share of health benefits in the comparable departments. The data showed that of the eight comparable departments in only two did employees pay more than 5% share of health benefits (7.7% in Roseburg and 7.0% in Milwaukie). Three departments paid 100% of the premiums and two paid 95% or more. The City points to data produced by the Union which showed that among eighty firefighting agencies statewide, employees in twenty-one pay more than 5% of the health premiums. Of course, the Statute does not suggest that comparisons should be made with all employees throughout the state performing similar services. Even this data shows that the City’s Amended LBO would make the Ashland Fire Department an outlier with respect to health benefits.

Factor (f) The CPI-All Cities Index, commonly known as the cost of living.

Because wages, including cost of living increase, have been resolved by the parties the significance of this factor is limited. However, as medical costs increase, health insurance premiums will necessarily increase. The City’s Amended LBO on health benefits would somewhat shift the burden of

those increases to employees. The Union's Amended LBO would maintain the same relative burdens.

Factor (g) The stipulations of the parties.

There were no stipulations of the parties except with the provisions of the collective bargaining agreement to which they have agreed.

As previously related, factor (h) should not be considered if the previous factors are sufficient to support a decision. In this case, the Arbitrator finds that they are.

E. Conclusions

This is a case made less difficult by the parties' largely successful attempts to reach agreement on all aspects of a collective bargaining agreement. In this sense, the Statute worked as intended. The parties narrowed the issues and did not present unreasonable Amended LBOs for interest arbitration.

In choosing between the offers, the Arbitrator finds that the City did not carry its burden to justify a change in the long-established status quo regarding health benefits. The change is one which would best serve the public interest if it were the product of a jointly accepted *quid pro quo* at the bargaining table. The proposal also was not supported by comparable

provisions in collective bargaining agreements covering firefighters in comparable communities.

The parties' proposals on longevity increases addressed what the parties apparently agreed was the common desire to further the retention of experienced, qualified employees. The Union's Amended LBO did have the advantage of being weighted toward the most experienced employees. Standing alone, the Arbitrator may have found it too generous, but it was within the City's ability to pay and was not sufficient to compensate for the City's desire to change the *status quo* with respect to health benefit payments.

F. Order

Based on the foregoing and upon a careful consideration of the arguments of the parties and of the entire record in this matter the Arbitrator concludes that the Union's Amended Last Best Offer is most consistent with the requirements of the Statute and should become part of the parties' 2022-2025 collective bargaining agreement. It is so ordered and awarded.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stephen E. Alpern", is written over a solid horizontal line.

Stephen E. Alpern
Arbitrator

Dated: June 9, 2023

Redline Draft of Tentative Agreement

AGREEMENT BETWEEN

THE CITY OF ASHLAND, OREGON

and

ASHLAND FIREFIGHTER'S ASSOCIATION

LOCAL #1269

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2018 – June 30, 2022

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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 City’s elected officials, the City Manager 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 supervisors, confidential employees, 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, in the case of student firefighters, up to two (2) years.

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, gender identity, 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.

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 themselves in individual personal matters.

ARTICLE II - UNION SECURITY AND CHECKOFF

Section 1. Union Security.

The terms of this Agreement apply equally to all employees in the bargaining unit. Among other things, membership dues pay for services provided by the union. The Union shall provide to the City a list identifying the employees who have provided authorization for the City to deduct wages from the employee's pay to pay membership dues, fees and any other assessments or authorized deductions to the Union. The City shall rely on the list to make the deductions and to remit payment.

Any bargaining unit employee who does not want to be a member of the union, but who nonetheless wants to pay for services provide by the union, has the option to pay voluntary fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the Union to direct the City to deduct from their pay voluntary fees in an amount equal to union dues charged.

Section 2. Check Off.

Upon receipt of a list of employees from whose pay union dues, fees and the like should be deducted, 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 fourteen (14) 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 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 judgments 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, Sections 1 and 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 Manager 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 train, cross-train and direct the performance of duties by employees; to determine staffing needs and schedules.
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, the minimum qualifications for hire and promotion and the criteria for performance evaluations.
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 bargaining unit 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 Year's Day (January 1)
- Martin Luther King Jr. Birthday (3rd Mon. in Jan.)
- Washington's Birthday (3rd Mon. in Feb.)
- Memorial Day (last Mon. In May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Mon. in Sept.)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thurs. in Nov.)
- Day after Thanksgiving (Friday)
- 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 leave, sick leave, or other leave with pay when a holiday occurs, the holiday, not the authorized leave, shall be charged.

Section 2. Holiday Compensation.

The City shall establish a bank of holiday hours accrued by employees throughout the fiscal year which may be used by the employee to take time off throughout the year if operational needs are met. Accrued hours of holiday leave may be used in increments of 12 hours only, from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m.

If any time remains in this bank at the end of the first pay period in December, the remainder will be paid out at the employee's present rate of pay and will be included in the first paycheck in December. On the first business day of the following pay period the holiday bank will be recharged for the following 12 months.

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 their 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.

Eighty-four (84) hours of paid vacation leave, (the first six months of accrual at fourteen (14) hours per month), shall be front-loaded in the vacation leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate use. In the event employment terminates before six (6) months, the City will deduct from the employee's final paycheck the value of any vacation leave used over actual accrual.

For all employees who have successfully completed their first six months of continuous service, vacation leave with pay shall accrue 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 (9) 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 (14) 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.

An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. An employee who is about to lose vacation credit because of accrual limitations may, by notifying their supervisor 15 days in advance, request leave to prevent loss of vacation leave. To prevent loss of accrued vacation, line employees must take leave in increments of no less than twelve (12) hours (one half of a 24-hour shift), employees usually scheduled to work a five-day, 40-hour workweek must take leave in increments of not less than eight (8) hours (equivalent to one 8-hour shift).

If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days without a supervisor's written approval.

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 November 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 December 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 increments of twelve (12) hours only and shall be taken from 8:00 a.m. to 8:00 p.m. or from 8:00 p.m. to 8:00 a.m. only. Vacation or comp time requests that occur within 72 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 their 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. An employee shall 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:

ARTICLE VII - HOURS OF WORK

Section 1. Work Schedules.

Shift employees will be assigned to work regular shifts consisting of a 48/96 schedule, totaling a maximum of 106 straight-hours over a (14) day cycle. Consistent with operating requirements, shift employees shall be scheduled to work on regular work shifts, during this fourteen (14) day cycle and each shift shall have regular starting and quitting times.

Work schedules showing the employee's shifts, workdays and hours shall be electronically communicated for thirty (30) days prior to their effective date via current staffing software. Except for emergency situations and for the duration of the emergency, and in case of staffing shortages caused by unnoticed or short-noticed employee absences, changes in work schedules shall be electronically communicated to employees seven (7) days prior to the effective date of the change.

Employees on a forty (40) hour workweek shall normally be scheduled to work forty (40) hours within each seven (7) day period beginning on Saturday at 12:00:00 a.m. and ending the following Friday at 11:59:59 p.m.

Section 2. Shift Transfers.

- (a) 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.
- (b) In the event the City determines a shift transfer is necessary, the City will first ask for volunteers; if no one volunteers; the transfer will be made based on positional seniority and operational necessity. The City will provide 14 days' notice prior to the transfer's effective date unless the transfer is due to emergent operational requirements or accommodations for firefighter shift requests.

ARTICLE VIII - SICK LEAVE

Section 1. Accumulation.

Ninety-six (96) hours of paid sick leave, (the first six month of accrual at sixteen (16) hours per month), shall be front-loaded in the sick leave banks of newly hired bargaining unit employees. Subject to the provisions of this Article, these hours are available for immediate

use. In the event employment terminates before six (6) months, the City will not seek to recover any sick leave hours taken during the first six months.

For all employees who have completed their first six months of continuous service, paid 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 work week 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 sick leave for any purpose stated in Appendix F “Purposes for the Use of Sick Leave”. In such event, the employee shall notify their immediate supervisor of their need to use sick leave as soon as possible up to ten (10) calendar days prior to the beginning of the scheduled regular work shift from which they will be absent, unless unable to do so because of the serious nature of injury or illness.

Medical verification by a qualified health care provider of the need of an employee to use sick leave may be required at the option of the City, for absences of more than three consecutive scheduled workdays and/or prior to allowing the employee to return to work.

If the Fire Chief or their designee suspects that an employee is abusing sick leave, including engaging in a pattern of abuse, the Chief or designee may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive days. As used in this paragraph, “pattern of abuse” includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays. The City shall bear the reasonable cost for providing medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

Section 3. Integration with Worker’s Compensation.

When an employee becomes absent due to an occupational illness or injury that is the basis of an accepted workers compensation claim, 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, in the City’s sole discretion, be granted by the City Manager for the remaining period of disability after accrued sick leave has been exhausted. The City Manager 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. Employees using sick leave are responsible to keep track of their accruals of and uses of sick leave hours reported on every pay stub. 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 their position with the City.

Section 5. Pay for Unused Sick Leave.

Members of the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual (maximum of 64 hours) as cash on the first payroll in December. If deferred compensation is elected as an option, the employee must notify payroll via email when payout forms are due. The unused portion of sick leave will be added to the employee’s sick leave balance. **Employees who use 48 hours or less sick leave per year will be entitled to the maximum payout of 64 hours.**

Examples of how payment for unused sick leave will be calculated:

Annual Accrual:	192	192	192	192
Sick leave hours used during the year:	100	30	10	52
All employees are entitled to use up to 48 hours without impacting their sick leave incentive under Oregon Sick Leave Law.	48	48	48	48
Hours used <u>up to 48/year</u> are added back for the purpose of calculating the sick leave incentive. Calculation:	$192-100 = 92 + 48 = 140 / 3 = 46.67$	$192-30 = 162 + 30 = 192 / 3 = 64$	$192-10 = 182 + 10 = 192 / 3 = 64$	$192-52 = 140 + 48 = 188 / 3 = 62.67$
Balance that can be cashed out (Max 64 hours):	46.67	64	64	62.67

Section 6. Unused Sick Leave at 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 their 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 - BEREAVEMENT LEAVE

Section 1. Bereavement Leave.

An employee shall be granted two (2) working shifts (two work days for forty hour personnel) funeral leave with regular pay in the event of death of a family member of the employee. For the purpose of bereavement leave, “family member” 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 their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

With limitations, bereavement of a deceased family member is also a permissible use for paid sick leave and unpaid OFLA leave.

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 a 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 their 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 their designee thirty (30) days prior to the requested leave date. The employee must utilize accrued vacation and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City.

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 them for such jury service. Upon being excused from jury service for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their 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. 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. In no event shall attendance at bargaining sessions produce an overtime obligation on the City.

During collective bargaining sessions, bargaining team members may trade time without the application of ARTICLE XVI, Section 12, 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 6. Educational Leave.

After completing one (1) year of continuous service, an employee, upon written request to the Fire Chief or their designee, and if the leave does not unduly burden fire operations, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in education courses which, in the sole discretion of the Chief or designee, directly relates to, and which will enhance the performance of the employee's duties. 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 their 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 their designee.

Section 7. Military Leave.

Military leave shall be granted in accordance with ORS 408.290 and federal law. For the purpose of this benefit, the City shall recognize the federal fiscal year of October 1 to September 30.

Section 8. 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 their position with the City, and their position shall be deemed vacated; except and unless the employee, prior to the expiration of their 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 their 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.

Engineer, Captain, and Battalion Chief pay will be calculated based upon Top Step Firefighter EMT-Basic pay. Appendix B will reflect the following:

- (a) **Engineers will receive an 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:** 12% for the first year (Step 1)
 - 15% for the second year (Step 2)
 - 18% thereafter (Top Step)
- (c) **Battalion Chiefs will receive an additional:**
 - 21% for the first year (Step 1)
 - 24% for the second year (Step 2)
 - 27% thereafter (Top Step)

When any position not listed on the pay schedule that is appropriate for inclusion in the bargaining unit 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. That process shall be governed by ORS 243.698.

Section 2. Pay Periods.

Employees shall be paid every other Friday. Pay periods shall be for 14 days beginning at 12:00:00 AM on Saturday and ending on the 14th day (Friday) at 11:59:59 PM. Pay days shall be on the Friday following the close of each pay period.

- a) Due to three shifts, regular hours are estimated: 106 hours is the average for a 14-day period.
- b) Due to three shifts, FLSA hours are estimated: 6 hours is the average for a 14-day pay period.
- c) All other hours, such as premium pay (overtime, out of class, call backs) are based on actual hours worked and paid accordingly.
- d) Any leave, such as Vacation, Holiday, Sick or Comp Time, that are used during the 14-day period reduce the average hours paid.

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 12, 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 106 hours during a fourteen (14) day cycle as set forth in ARTICLE VII, Section 1. Employees usually scheduled to work a 40-hour workweek 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 callbacks and hold-overs as follows:

Call-Back Overtime. For call-back notice of less than 10 hours, employees called back to work shall be paid at the double time rate for one hour, (even if less than one hour is worked), then paid at the rate of time and one half for time worked after the first hour until the beginning of the employee's regular scheduled work shift.

Scheduled Overtime. Scheduled overtime is defined as required overtime work of which the employee received notification via the Fire Department's text/phone messaging system 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 their 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. Holdover overtime is defined as required overtime work for which an employee is required to remain at work beyond their 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 Battalion Chief at least forty-eight (48) hours in advance of the time off. Compensatory time shall be taken off as a 12-hour block between 8:00 a.m. and 8:00 p.m., or as a 12-hour block between 8:00 p.m. and 8:00 a.m. and shall not unduly disrupt 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 Technician Paramedics (EMT-P's), shall be compensated at 11.75% of Top Step Firefighter EMT-Basic pay.

This amount 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.

Employees required to report for special duty at any location outside of the City or required to transfer mid-shift to a location other than their normal reporting station and who are required to use their personal vehicle for transportation to such location shall be compensated for the extra distance driven at the rate established by the City. The mileage for outside of city locations will be the lesser of actual miles traveled or the distance from City Hall to the location of the special duty. Personal vehicle use will only be allowed if a department vehicle is not available. Such mileage reimbursement shall be per City reimbursement process.

Section 8. Haz Mat Team.

Should the City choose to participate in the regional HAZMAT program, the City and the Union agree to bargain the impact of that change.

Section 9. Field Training Paramedic Program.

Should the City participate in a Field Training Paramedic (FTP) Program, each employee assigned by the department as an FTP will be paid an additional 5% of their base hourly wage per shift (24-hour period). A minimum of one FTP shall be assigned per shift. To be eligible to participate as an evaluating FTP, the FTP must have successfully completed the DPSST FTP training program.

Section 10. Educational Incentive Program.

Employees may receive additional compensation for formal education or education attained through achieving DPSST Certifications by rank. Education incentives cannot be combined, and shall not exceed 3%. Program details are contained in Appendix D.

Formal Education Incentive	DPSST Certification (by rank)
Bachelor’s Degree, 2%	DPSST Tier 1, 2%
Masters’ Degree, 3%	DPSST Tier 2, 3%

Section 11. Physical Fitness Incentive Program.

Employees may receive additional compensation for completing the Voluntary Physical Fitness Exam as described in Appendix “E.”

Section 12. Fire Academy Lead Incentive.

Should the City establish a Fire Academy for new hires, an employee serving as the lead instructor in it shall be paid an additional 5% of their base hourly wage per hour that they are reassigned to this role.

Section 13. Longevity Pay.

The City agrees to pay employees a longevity incentive. The longevity incentive will be paid out on the first payday of December each year in the following amounts:

5 years through 9 years of service:	\$1,000
10 years through 14 years of service:	\$1,750
15 years through 19 years of service:	\$2,500
20 years of service and thereafter:	\$3,250

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 their 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. Verbal reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge.

Section 3.

An employee may be placed on administrative leave, with pay, while the conduct of the employee is investigated. If the employee is cleared completely, they will be immediately reinstated from administrative leave.

Verbal reprimands shall be identified as such in advance, shall not be grievable, and any reference to a verbal reprimand shall be retained in an employee's file for no more than two years after it occurs.

Section 4.

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 5.

No written reprimand shall be removed from an employee's personnel file if the conduct reprimanded is directly referenced in subsequent discipline as relating to or being of the same kind or character. Absent discipline that references such a prior reprimand, after two (2) years from the date a written reprimand is issued, and upon the affected employee's request, the reprimand shall be removed from the employee's personnel file.

Section 6.

An employee having less than twelve (12) months continuous service shall serve at the discretion of the City. Discharge from employment within that period, with or without cause, shall not be grievable.

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 their designee within fourteen (14) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar 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 their designee, it may be presented as a grievance in writing by the Union representative to the Fire Chief within fourteen (14) calendar 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 fourteen (14) calendar days after receipt of the grievance.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union to the City Manager or their designee(s) within fourteen (14) calendar days after the response specified in STEP II is due. The City Manager or their designee(s) shall respond in writing to the Union within fourteen (14) calendar days.

STEP IV. If the grievance is still unsettled, either party may, within fourteen (14) calendar days after the reply of the City Manager 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 fourteen (14) calendar days of the decision of the City Manager or their 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 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 prehearing 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 them. Their decision shall be based solely upon their 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.

The arbitrator shall retain jurisdiction over the grievance for up to forty-five (45) days after delivery of their decision and any award to the parties to hear and answer requests for clarification or to hear and decide any post-decision motions. The parties shall have up to but no more than twenty-one (21) calendar days from delivery of the decision to file such requests or motions.

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 their 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 their 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 their 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 fourteen (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) Bereavement 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 their designee, by the beginning of their 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 their 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. It is the sole responsibility of laid-off employees to assure that the City is informed of any changes to their mailing addresses. 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 thirty (30) calendar days prior to the beginning of the testing procedure. In the event that a change in staffing dictates noticing of less than thirty (30) calendar days, the Fire Chief will contact the Association President and discuss the reasons for providing less than thirty (30) calendar days. 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, and five (5) years for Battalion Chief in the Fire Department of the City of Ashland. In addition, applicants cannot be eligible to test for a position unless they have passed and are in good standing on the promotion list for the position directly below the position in which they are testing for.

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) For the Engineer classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two employees within the bargaining unit deemed qualified for the position by virtue of test scores.

- (c) For the Captain classification, if it is found that, after testing in accordance with the terms of this Article, there are not at least two (2) employees within the bargaining unit deemed qualified for the position by virtue of test scores.
- (d) For the Battalion Chief classification, if it is found that, after testing in accordance with the terms of this article, there are not at least two (2) employees with 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 their 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 examinations are given, the examination board will be made up of panelists from outside the Ashland Fire Department. Two Chief Officers from the Department will provide comments on the accuracy of applicant statements.

3.1 Promotional Process

Candidates will be provided with advanced notice of the grading & scoring criteria which will be used in the assessment process.

3.2 Promotional Process Summary

Each candidate who participates in a promotional process for a position covered by this agreement shall be provided with a promotional process summary which will include constructive feedback from the panelists involved.

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 their standing relative to the outcome of the testing procedure.

Section 6. Appointment.

When the City desires to fill a vacancy, the candidates who appear on the promotional list will go through a chief's interview process that will consist of peer evaluations and a final panel interview prior to selection. To unsuccessful candidates, the Fire Chief will provide

their reasons for such determination in writing. Unsuccessful candidates who are bargaining unit employees may ask for a meeting with the Chief for feedback on what skills, experience or training may improve the candidates qualifications for the position in the future.

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 their 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.

Section 8. Voluntary Stepdown.

- a. Within the first 12 months of their official promotion date, an employee promoted to a classification as high as Battalion Chief may voluntarily stepdown to a lower classification.
- b. An employee who voluntarily steps down from a promotion will enter into the job classification held by the employee taking over their now vacant position. The employee stepping down will retain years of service for purposes of calculating positional seniority equal to previous time spent in their new (lower) classification.
- c. If the individual is stepping down multiple classifications, they will be placed at the top of the active promotional list for the job classification immediately below their previous position. If, however the employee did not hold that position for more than a year prior to being promoted, or did not pass probation prior to their subsequent promotion, they will be placed at the bottom of the active promotional list.
- d. In the event the employee is not promoted prior to the expiration of the above-mentioned list, and if the employee wishes to pursue future promotional opportunities, that employee will be required to retest.

Section 9. Demotion.

If, after investigation, it has been determined that appropriate discipline includes demotion, the affected employee will enter into the job classification of the employee taking over their now vacant position.

The demoted employee will not retain positional seniority in their new job classification. This individual will not be eligible to be placed on promotional lists for 2 years after the day their demotion becomes official.

In the event discipline is based on charges indicating a lack of fitness for supervisory authority (Battalion Chief or Captain), and in the event the demoted employee is to be replaced by another employee who currently fills such a role, the demoted employee will be moved to a

position below Captain. The demoted employee will be moved to Engineer only if an Engineer position becomes vacant within 60 days of the demotion's effective date. The employee will otherwise be assigned as a Firefighter.

Regardless of their final disposition, the demoted employee will not be eligible for promotion to a supervisory role for 4 years after the day their demotion becomes official.

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. New Hire Meeting.

The City agrees to schedule one hour during a newly hired employee's first full 40-hour work week a meeting with the union president and/or designee. For the purpose of discussing union membership and any other union business deemed necessary.

Section 3. 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 their designated representative.

Section 4. 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 5. 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 6. 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 7. Other Employment.

Outside employment shall be permitted only with the express prior written approval of the City. Such written approval shall be documented in the employee's Personnel File. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Outside employment may not limit or restrict the employee from being called back to duty by the Chief or their designee, when they deem it necessary for the health, safety and welfare of the City.

Section 8. 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 9. 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. 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 10. Position Classification.

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

Section 11. 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 12. Shift Trades.

The City shall allow shift trades provided that:

- (a) Such trades are applied for using department approved (staffing program's) electronic form;
- (b) Permission is granted by the affected shifts' supervisor prior to the shift to be traded. Such permission shall not be unreasonably denied;
- (c) The City shall not be liable for payback of a shift or shifts 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. Scheduled trade paybacks shall not be satisfied through the use of vacation leave, compensation time or other leave, only hours worked
- (e) Trades shall occur only between employees of the same job classification, or between equally qualified employees.

Section 13. Temporary Employees.

Temporary positions will be allowed in the bargaining unit under the following conditions:

- a) Temporary positions can only be filled by active Ashland Firefighter Association members that are in good standing.
- b) Persons placed into temporary positions will remain an active Ashland Firefighter Association member and continue to pay dues accordingly.
- c) Temporary positions will have a clear ending date up to a maximum of three (3) months.
- d) Temporary employees are only allowed to fill the last position they held in the bargaining unit.
- e) Upon appointing a temporary position, the City of Ashland will provide the Ashland firefighters Association with a letter stating the temporary employee's position and the duration of the temporary assignment (end date).

ARTICLE XVII - HEALTH AND WELFARE AND RETIREMENT

Section 1. Health and Welfare. The Employee Health Benefits Advisory Committee including one (1) representative of the Ashland Firefighters Association shall meet at least (2) times per year for the purpose of reviewing program performance and providing feedback to the City Administration/HR on benefit programs.

Health benefits and other insurance will be provided to the IAFF represented employees under the same conditions and restrictions as provided to all other City employees. Adjustments to the health benefits plan may be made by the City. See Appendix C – Health and Welfare Benefits.

Section 2. 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 3. Deferred Compensation.

The City agrees to contribute up to \$50.00 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 - WORKERS' COMPENSATION

Section 1. Workers' Compensation.

All employees will be insured under the provisions of the Oregon State Workers' 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 workers' 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 30.282 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, 2022 or upon execution, whichever is later, and shall remain in full force and effect until the 30th day of June, 2025, 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: _____
Association President

By: _____
City Manager

By: _____
Association Vice-President

By: _____
Mayor

Date: _____

Date: _____

APPENDIX "A"

CLASSIFICATIONS WITHIN THE BARGAINING UNIT

Firefighter
Fire Engineer
Fire Captain
Battalion Chief

APPENDIX “B” SALARY SCHEDULE

The City agrees to increase wages by 4.0% effective **July 1, 2022**, for all positions in the bargaining unit.

The City agrees to increase wages 4.0% **July 1, 2023**, for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in Appendix “F”.

The City agrees to increase wages 3.0% **July 1, 2024**, for all positions in the bargaining unit and implement a Voluntary Fitness Incentive Program as outlined in “Appendix F”.

A detailed explanation of how incentives are calculated follows the Salary Schedule.

Redline Draft of Tentative Agreement

Date: June 2023

Effective 7/1/2022 - 4% COLA (FY 23)				
- All Job Classes are NON-Exempt				
Group/BU Code 4000		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$22.5607	\$5,177.69	\$62,132
Positions in this grade:	Step 1 - Next 6 Months	\$23.7327	\$5,446.66	\$65,360
Firefighter EMT - B	Step 2 - Next 12 Months	\$24.9676	\$5,730.05	\$68,761
	Step 3 - Next 12 Months	\$26.1394	\$5,999.00	\$71,988
	Step 4 - Next 12 Months	\$27.3533	\$6,277.59	\$75,331
	Step 5 - Thereafter	\$28.5044	\$6,541.75	\$78,501
Grade = 702 Fire 2	Step 0 - First 6 Months	\$23.4158	\$5,373.94	\$64,487
Positions in this grade:	Step 1 - Next 6 Months	\$24.5878	\$5,642.91	\$67,715
Firefighter EMT - I	Step 2 - Next 12 Months	\$25.8227	\$5,926.30	\$71,116
	Step 3 - Next 12 Months	\$26.9945	\$6,195.25	\$74,343
	Step 4 - Next 12 Months	\$28.2084	\$6,473.83	\$77,686
	Step 5 - Thereafter	\$29.3595	\$6,738.00	\$80,856
Grade = 703 Fire 3	Step 0 - First 6 Months	\$25.9100	\$5,946.35	\$71,356
Positions in this grade:	Step 1 - Next 6 Months	\$27.0819	\$6,215.30	\$74,584
Firefighter EMT - P	Step 2 - Next 12 Months	\$28.3167	\$6,498.69	\$77,984
	Step 3 - Next 12 Months	\$29.4887	\$6,767.66	\$81,212
	Step 4 - Next 12 Months	\$30.7026	\$7,046.24	\$84,555
	Step 5 - Thereafter	\$31.8536	\$7,310.41	\$87,725
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$29.3595	\$6,738.00	\$80,856
Positions in this grade:	Step 1 - Next 12 Months	\$30.2147	\$6,934.27	\$83,211
Engineer EMT - B	Step 2 - Thereafter	\$31.0698	\$7,130.52	\$85,566
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$30.2147	\$6,934.27	\$83,211
Positions in this grade:	Step 1 - Next 12 Months	\$31.0698	\$7,130.52	\$85,566
Engineer EMT - I	Step 2 - Thereafter	\$31.9249	\$7,326.76	\$87,921
Grade = 706 Fire 6	Step 0 - First 12 Months	\$32.7087	\$7,506.66	\$90,080
Positions in this grade:	Step 1 - Next 12 Months	\$33.5638	\$7,702.90	\$92,435
Engineer EMT - P	Step 2 - Thereafter	\$34.4191	\$7,899.18	\$94,790
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$31.9249	\$7,326.76	\$87,921
Positions in this grade:	Step 1 - Next 12 Months	\$32.7801	\$7,523.04	\$90,276
Captain EMT - B	Step 2 - Thereafter	\$33.6352	\$7,719.28	\$92,631
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$32.7801	\$7,523.04	\$90,276
Positions in this grade:	Step 1 - Next 12 Months	\$33.6352	\$7,719.28	\$92,631
Captain EMT I	Step 2 - Thereafter	\$34.4902	\$7,915.50	\$94,986
Grade = 709 Fire 9	Step 0 - First 12 Months	\$35.2742	\$8,095.42	\$97,145
Positions in this grade:	Step 1 - Next 12 Months	\$36.1293	\$8,291.67	\$99,500
Captain EMT P	Step 2 - Thereafter	\$36.9844	\$8,487.91	\$101,855
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$34.4902	\$7,915.50	\$94,986
Positions in this grade:	Step 1 - Next 12 Months	\$35.3453	\$8,111.75	\$97,341
Battalion Chief - EMT B	Step 2 - Thereafter	\$36.2005	\$8,308.02	\$99,696
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$35.3453	\$8,111.75	\$97,341
Positions in this grade:	Step 1 - Next 12 Months	\$36.2005	\$8,308.02	\$99,696
Battalion Chief - EMT I	Step 2 - Thereafter	\$37.0556	\$8,504.27	\$102,051
Grade = 712 Fire 12	Step 0 - First 12 Months	\$37.8396	\$8,684.19	\$104,210
Positions in this grade:	Step 1 - Next 12 Months	\$38.6947	\$8,880.43	\$106,565
Battalion Chief - EMT P	Step 2 - Thereafter	\$39.5498	\$9,076.68	\$108,920
Based off of Top Step of Firefighter	DPSST Certification	2% Tier 1	3% Tier 2	
	(Add to base pay)	0.5701	0.8551	
	OR			
	Educational Incentives	BA Degree	MA Degree	
	(Add to base pay)	0.5701	0.8551	
	Voluntary Fitness Incentive	1%		
	(Add to base pay)	0.2850		

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Effective 7/1/2023 - 4% COLA (FY 24)				
Positions are NON-Exempt				
Group/BU Code 4000		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$23.4632	\$5,384.80	\$64,618
Positions in this grade:	Step 1 - Next 6 Months	\$24.6821	\$5,664.53	\$67,974
Firefighter EMT - B	Step 2 - Next 12 Months	\$25.9663	\$5,959.26	\$71,511
	Step 3 - Next 12 Months	\$27.1850	\$6,238.96	\$74,868
	Step 4 - Next 12 Months	\$28.4474	\$6,528.69	\$78,344
	Step 5 - Thereafter	\$29.6445	\$6,803.42	\$81,641
Grade = 702 Fire 2	Step 0 - First 6 Months	\$24.3525	\$5,588.89	\$67,067
Positions in this grade:	Step 1 - Next 6 Months	\$25.5714	\$5,868.63	\$70,424
Firefighter EMT - I	Step 2 - Next 12 Months	\$26.8556	\$6,163.35	\$73,960
	Step 3 - Next 12 Months	\$28.0743	\$6,443.06	\$77,317
	Step 4 - Next 12 Months	\$29.3368	\$6,732.78	\$80,793
	Step 5 - Thereafter	\$30.5339	\$7,007.52	\$84,090
Grade = 703 Fire 3	Step 0 - First 6 Months	\$26.9464	\$6,184.20	\$74,210
Positions in this grade:	Step 1 - Next 6 Months	\$28.1652	\$6,463.91	\$77,567
Firefighter EMT - P	Step 2 - Next 12 Months	\$29.4494	\$6,758.63	\$81,104
	Step 3 - Next 12 Months	\$30.6683	\$7,038.36	\$84,460
	Step 4 - Next 12 Months	\$31.9307	\$7,328.09	\$87,937
	Step 5 - Thereafter	\$33.1278	\$7,602.83	\$91,234
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$30.5339	\$7,007.52	\$84,090
Positions in this grade:	Step 1 - Next 12 Months	\$31.4233	\$7,211.64	\$86,540
Engineer EMT - B	Step 2 - Thereafter	\$32.3126	\$7,415.74	\$88,989
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$31.4233	\$7,211.64	\$86,540
Positions in this grade:	Step 1 - Next 12 Months	\$32.3126	\$7,415.74	\$88,989
Engineer EMT - I	Step 2 - Thereafter	\$33.2019	\$7,619.83	\$91,438
Grade = 706 Fire 6	Step 0 - First 12 Months	\$34.0171	\$7,806.92	\$93,683
Positions in this grade:	Step 1 - Next 12 Months	\$34.9064	\$8,011.02	\$96,132
Engineer EMT - P	Step 2 - Thereafter	\$35.7958	\$8,215.14	\$98,582
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$33.2019	\$7,619.83	\$91,438
Positions in this grade:	Step 1 - Next 12 Months	\$34.0913	\$7,823.96	\$93,887
Captain EMT - B	Step 2 - Thereafter	\$34.9806	\$8,028.05	\$96,337
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$34.0913	\$7,823.96	\$93,887
Positions in this grade:	Step 1 - Next 12 Months	\$34.9806	\$8,028.05	\$96,337
Captian EMT I	Step 2 - Thereafter	\$35.8698	\$8,232.12	\$98,785
Grade = 709 Fire 9	Step 0 - First 12 Months	\$36.6851	\$8,419.24	\$101,031
Positions in this grade:	Step 1 - Next 12 Months	\$37.5744	\$8,623.33	\$103,480
Captain EMT P	Step 2 - Thereafter	\$38.4638	\$8,827.43	\$105,929
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$35.8698	\$8,232.12	\$98,785
Positions in this grade:	Step 1 - Next 12 Months	\$36.7591	\$8,436.22	\$101,235
Battalion Chief - EMT B	Step 2 - Thereafter	\$37.6486	\$8,640.34	\$103,684
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$36.7591	\$8,436.22	\$101,235
Positions in this grade:	Step 1 - Next 12 Months	\$37.6486	\$8,640.34	\$103,684
Battalion Chief - EMT I	Step 2 - Thereafter	\$38.5379	\$8,844.44	\$106,133
Grade = 712 Fire 12	Step 0 - First 12 Months	\$39.3532	\$9,031.55	\$108,379
Positions in this grade:	Step 1 - Next 12 Months	\$40.2425	\$9,235.65	\$110,828
Battalion Chief - EMT P	Step 2 - Thereafter	\$41.1318	\$9,439.75	\$113,277
Based off of Top Step of Firefighter	DPSST Certification	2% Tier 1	3% Tier 2	
	(Add to base pay)	0.5929	0.8893	
	OR			
	Educational Incentives	BA Degree	MA Degree	
	(Add to base pay)	0.5929	0.8893	
	Voluntary Fitness Incentive	1%		
	(Add to base pay)	0.2964		

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Effective 7/1/2024 - 3% COLA (FY 25)				
All Job Classes are NON-Exempt				
Group/BU Code 4000		Hourly	Monthly	Annual
Grade = 701 Fire 1	Step 0 - First 6 Months	\$24.1671	\$5,546.34	\$66,556
Positions in this grade:	Step 1 - Next 6 Months	\$25.4225	\$5,834.47	\$70,014
Firefighter EMT - B	Step 2 - Next 12 Months	\$26.7452	\$6,138.03	\$73,656
	Step 3 - Next 12 Months	\$28.0006	\$6,426.13	\$77,114
	Step 4 - Next 12 Months	\$29.3009	\$6,724.55	\$80,695
	Step 5 - Thereafter	\$30.5339	\$7,007.53	\$84,090
Grade = 702 Fire 2	Step 0 - First 6 Months	\$25.0831	\$5,756.56	\$69,079
Positions in this grade:	Step 1 - Next 6 Months	\$26.3385	\$6,044.69	\$72,536
Firefighter EMT - I	Step 2 - Next 12 Months	\$27.6612	\$6,348.25	\$76,179
	Step 3 - Next 12 Months	\$28.9166	\$6,636.35	\$79,636
	Step 4 - Next 12 Months	\$30.2169	\$6,934.77	\$83,217
	Step 5 - Thereafter	\$31.4499	\$7,217.74	\$86,613
Grade = 703 Fire 3	Step 0 - First 6 Months	\$27.7548	\$6,369.73	\$76,437
Positions in this grade:	Step 1 - Next 6 Months	\$29.0101	\$6,657.82	\$79,894
Firefighter EMT - P	Step 2 - Next 12 Months	\$30.3329	\$6,961.39	\$83,537
	Step 3 - Next 12 Months	\$31.5883	\$7,249.52	\$86,994
	Step 4 - Next 12 Months	\$32.8886	\$7,547.94	\$90,575
	Step 5 - Thereafter	\$34.1216	\$7,830.91	\$93,971
Grade = 7XX Fire 4	Step 0 - First 12 Months	\$31.4499	\$7,217.74	\$86,613
Positions in this grade:	Step 1 - Next 12 Months	\$32.3660	\$7,427.99	\$89,136
Engineer EMT - B	Step 2 - Thereafter	\$33.2820	\$7,638.21	\$91,659
Grade = 7XX Fire 5	Step 0 - First 12 Months	\$32.3660	\$7,427.99	\$89,136
Positions in this grade:	Step 1 - Next 12 Months	\$33.2820	\$7,638.21	\$91,659
Engineer EMT - I	Step 2 - Thereafter	\$34.1980	\$7,848.43	\$94,181
Grade = 706 Fire 6	Step 0 - First 12 Months	\$35.0376	\$8,041.13	\$96,494
Positions in this grade:	Step 1 - Next 12 Months	\$35.9536	\$8,251.35	\$99,016
Engineer EMT - P	Step 2 - Thereafter	\$36.8697	\$8,461.60	\$101,539
Grade = 7XX Fire 7	Step 0 - First 12 Months	\$34.1980	\$7,848.43	\$94,181
Positions in this grade:	Step 1 - Next 12 Months	\$35.1141	\$8,058.68	\$96,704
Captain EMT - B	Step 2 - Thereafter	\$36.0300	\$8,268.90	\$99,227
Grade = 7XX Fire 8	Step 0 - First 12 Months	\$35.1141	\$8,058.68	\$96,704
Positions in this grade:	Step 1 - Next 12 Months	\$36.0300	\$8,268.90	\$99,227
Captian EMT I	Step 2 - Thereafter	\$36.9459	\$8,479.09	\$101,749
Grade = 709 Fire 9	Step 0 - First 12 Months	\$37.7857	\$8,671.82	\$104,062
Positions in this grade:	Step 1 - Next 12 Months	\$38.7017	\$8,882.04	\$106,584
Captain EMT P	Step 2 - Thereafter	\$39.6177	\$9,092.25	\$109,107
Grade = 7XX Fire 10	Step 0 - First 12 Months	\$36.9459	\$8,479.09	\$101,749
Positions in this grade:	Step 1 - Next 12 Months	\$37.8619	\$8,689.31	\$104,272
Battalion Chief - EMT B	Step 2 - Thereafter	\$38.7780	\$8,899.55	\$106,795
Grade = 7XX Fire 11	Step 0 - First 12 Months	\$37.8619	\$8,689.31	\$104,272
Positions in this grade:	Step 1 - Next 12 Months	\$38.7780	\$8,899.55	\$106,795
Battalion Chief - EMT I	Step 2 - Thereafter	\$39.6940	\$9,109.77	\$109,317
Grade = 712 Fire 12	Step 0 - First 12 Months	\$40.5338	\$9,302.50	\$111,630
Positions in this grade:	Step 1 - Next 12 Months	\$41.4498	\$9,512.72	\$114,153
Battalion Chief - EMT P	Step 2 - Thereafter	\$42.3657	\$9,722.94	\$116,675
Based off of Top Step of Firefighter	DPSST Certification	2% Tier 1	3% Tier 2	
	(Add to base pay)	0.6107	0.9160	
	OR			
	Educational Incentives	BA Degree	MA Degree	
	(Add to base pay)	0.6107	0.9160	
	Voluntary Fitness Incentive	1%		
	(Add to base pay)	0.3053		

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This shall serve as a Memo of Understanding between the City of Ashland and the Ashland Firefighters Association regarding clarification on calculating and building the fire salary schedule. Including, calculating and applying incentive pays and COLAs.

THE FIREFIGHTER EMT “B” (FF EMT B) IS THE BASELINE PAY RANGE FOR ALL PAY RANGES AND BUILDING CERTIFICATION PAYS.

EMT “I” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “I” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 3% of FF EMT B = \$21.6173 x 3% = \$.6485 EMT I Certification Rate

EMT “P” Certification Pay – A determined percentage multiplied by the top step of the FF EMT B hourly rate of a given year. This Calculation is then used as an “add on” to each of the EMT “P” rates in each position classification when calculating hourly rates in the salary schedule. This calculation is listed on the side of the salary schedule.

Example: 2011 rate 7.25% of FF EMT B = \$21.6173 x 7.25% = \$1.5673 EMT P Certification Rate

FIREFIGHTER EMT “B” - (FF EMT B)- Take the current rates and steps then multiply the COLA (if any) to each of them in the FIREFIGHTER EMT “B” range. This will establish the baseline for the new range for all groups. Top Step FIREFIGHTER EMT “B” is used in all classifications.

Example: 2014 Top Step FIREFIGHTER EMT B Rate = FF EMT B \$22.7112 x 3% = \$23.3925

FIREFIGHTER EMT “I” – Using the FF EMT B pay schedule take each step and add the EMT “I” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT I Rate with EMT I Certification = FIREFIGHTER EMT B \$23.3925 + EMT I Certification Pay \$0.6485 = \$24.0410*

FIREFIGHTER EMT “P” - Using the FF EMT B pay schedule take each step and add the EMT “P” Certification Pay to each step. *Example: 2014 Top Step FIREFIGHTER EMT P Rate with EMT P Certification = FIREFIGHTER EMT B \$23.3925 + EMT P Certification Pay \$2.7486 = \$26.1411*

ENGINEER EMT “B” – Using top step FF EMT B pay schedule multiply 3% to step 1, Using top step FF EMT B pay schedule multiply 6% to step 2, Using top step FF EMT B pay schedule multiply 9% to step 3. *Example: 2014 Top Step Engineer EMT B Rate = FF EMT B \$23.3925 x 9% = \$25.4978*

ENGINEER EMT “I” – Using the scale from the ENGINEER EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT I Rate with EMT I Certification = ENGINEER EMT B \$25.4978 + EMT I Certification Pay \$0.6485 = \$26.1463*

ENGINEER EMT “P” – Using the scale from the ENGINEER EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step ENGINEER EMT P Rate with EMT P Certification = ENGINEER EMT B \$25.4978 + EMT P Certification Pay \$2.7486 = \$28.2464*

CAPTAIN EMT “B”- Using top step FF EMT B pay schedule multiply 12% to step 1, Using top step FF EMT B pay schedule multiply 15% to step 2, Using top step FF EMT B pay schedule multiply 18% to step 3. *Example: 2014 Top Step CAPTAIN EMT B Rate = FF EMT B \$23.3925 x 18% = \$27.6032*

CAPTAIN EMT “I”- Using the scale from the CAPTAIN EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT I Rate with EMT I Certification = CAPTAIN EMT B \$27.6032 + EMT I Certification Pay \$0.6485 = \$28.2517*

CAPTAIN EMT “P”- Using the scale from the CAPTAIN EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step CAPTAIN EMT P Rate with EMT P Certification = CAPTAIN EMT B \$27.6032 + EMT P Certification Pay \$2.7486 = \$30.3518*

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BATTALION CHIEF EMT “B”- Using top step FF EMT B pay schedule multiply 21% to step 1, Using top step FF EMT B pay schedule multiply 24% to step 2, Using top step FF EMT B pay schedule multiply 27% to step 3.
Example: 2014 Top Step BATTALION CHIEF EMT B Rate = FF EMT B \$23.3925 x 27% = \$29.7085

BATTALION CHIEF EMT “I”- Using the scale from the BATTALION CHIEF EMT B and add the EMT “I” Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT I Rate with EMT I Certification = BATTALION CHIEF EMT B \$29.7085 + EMT I Certification Pay \$0.6485 = \$30.3570*

BATTALION CHIEF EMT “P”- Using the scale from the BATTALION CHIEF EMT B and add the EMT “P” Certification pay to each step. *Example: 2014 Top Step BATTALION CHIEF EMT P Rate with EMT P Certification = BATTALION CHIEF EMT B \$29.7085 + EMT P Certification Pay \$2.7486 = \$32.4571*

CALCULATING MONTHLY - For fire staff that follows the firefighter salary schedule, use 242.66 hours. This is based on the hours worked under FLSA. *For example: In 2014 a top step Firefighter EMT B hourly rate was \$23.3925, so monthly would calculate to: \$23.3925 x 242.66 = \$5676.42 or \$5676*

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.

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 (pretax health premium and health and dependent care expense reimbursement).

Section 2. Health Insurance. (includes Vision plan) – Employee and family coverage. Employees will have a choice between two health insurance plans: the base plan that carries a \$1,500 annual deductible and premium plan that carries a \$500 annual deductible. Employees alone must pay the difference in premiums between the base plan and the premium plan each month by payroll deduction.

Section 3. Dental Insurance. Employee and family coverage. Employees may choose between two dental insurance plans: Willamette Dental with Ortho and Delta Dental III with Ortho.

Section 4. Mercy Flights Insurance - Family coverage.

City paid reimbursement for programs contained in the City’s Wellness Program. Other benefit levels and maximum premium payments by the City shall be as follows:

State mandated Life Insurance	\$10,000 in life coverage (duty connected only)
Standard Life Insurance	\$1,000 in coverage
Standard Dependent Life Insurance	\$1,000/ dependent
Salary Continuation Plan (LTD)	66.67%, Up to \$2,000/month

Section 5. Physical Fitness Reimbursement. 50% of membership cost up to a maximum of \$120 per year.

Section 6. Athletic Shoe Reimbursement. The City will continue to reimburse employees for the cost of athletic shoes for work, up to a maximum of \$100. All requests will be submitted to payroll and will be processed as a taxable benefit.

Section 7. HRA Contribution. The City will contribute an amount equivalent to 3% of top-step Firefighter earnings per paycheck into an HRA-VEBA account for the employee and their eligible dependents to use for eligible healthcare expenses.

**APPENDIX “D” EDUCATIONAL
INCENTIVE PROGRAM**

Education: _____ **Compensation:**

Bachelor’s Degree 2% Master’s Degree 3%

OR

DPSST Tier 1 2%
DPSST Tier 2 3%

Members may only earn one incentive in their permanently assigned rank and may not earn incentives for ranks above or below their current permanently assigned rank. If the member is assigned as FPOC they will continue to earn the incentives they've achieved for their current permanently assigned rank, not the FPOC position.

RANK	DPSST CERTIFICATIONS TO QUALIFY FOR INCENTIVE * Revised 7/1/2018	
Firefighter	Tier 1	DPSST NFPA Firefighter I DPPST NFPA Rope Rescue Operations Level DPSST Company Level Inspector
	Tier 2	DPSST Wildland Firefighter Type 2 DPPST Wildland Firefighter Type 1
Engineer	Tier 1	DPSST NFPA Firefighter II DPSST NFPA Fire Instructor I
	Tier 2	DPSST NFPA Rope Rescue – Technician Level DPSST NFPA Apparatus Equipped with Fire Pump
Captain	Tier 1	DPSST Interface/Wildland Engine Boss DPSST NFPA Confined Space Rescue
	Tier 2	DPSST NFPA Fire Officer I DPSST Trench Rescue
Battalion Chief	Tier 1	DPSST NFPA Fire Officer II DPSST NFPA Fire Instructor II
	Tier 2	Fire Officer III RVFCA IMT Strike Team/Task Force Leader

Effective July 1, 2018 any member not previously receiving DPSST certification pay must obtain the required courses as listed above.

Existing members already receiving DPSST Certification pay under the previous contract incentive structure will be grandfathered into the new contract. DPPST incentive pay will remain in-place during the term of this contract for those grandfathered members, unless or until, they pursue a higher level of certification under the new incentive structure as stated above.

**APPENDIX “E”
VOLUNTARY FITNESS INCENTIVE PROGRAM**

–Voluntary Fitness Incentive. Employees are eligible for incentive pay of 1% for successfully passing the physical agility test each year. Incentive pay of 1% (based off top step fire fighter pay) will be added to the employee’s compensation. The same amount will be contributed to a

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401(a) account for any members who qualify for the Fitness incentive in the prior year by passing with a time less than 10 minutes.

Program Details:

A minimum of three attempts will be set-up by the program coordinator throughout the fiscal year. One hour of comp time will be given for each attempt. Once a candidate passes, no comp time will be allowed for additional attempts during the fiscal year. A candidate may substitute a CPAT test at their own cost and produce a validated card in lieu of participating in the department physical agility test. A candidate may retake the test after filing during the next established testing date in order to pass the physical agility test.

Candidates must pass the physical agility test once during the fiscal year to receive the incentive the following July 1st. All incentive pay becomes effective July 1st the following year regardless of when the candidate achieved a passing score.

Test Elements:

Wearing department approved workout clothing, candidate wears turnout jacket and don SCBA. (The candidate will not at any time hook into the SCBA).

1. **Time Starts: Hose stair climb** – Candidate will shoulder a rolled 50' section of 3" and climb stairs at SOU Stadium or equivalent. Once at the top, the roll of 3" will be laid down at specified location and the event will end. (Steps can be skipped on the way up).
2. **Hose Hoist** – A 50' rolled 3" at end of rope will be set at ground level. Candidate will hand over hand pull the rolled 3" up the side of the stadium and over the railing. Event stops when the hose is laid down at specified location and candidate descends the stairs using every stair.
3. **Sled** – Candidate will use a sledgehammer to strike the sled and push it required distance down the track. Event stops when sled reaches required distance.
4. **Attack hose advance** – Candidate will hold nozzle of a charged 1.75' pre-connect and advance it 100' where a cone must be sprayed with water. Event ends when cone is sprayed.
5. **Dummy Drag** – dummy is to be pulled approximately 150' (width of SOU stadium or equivalent) by candidate. Event ends when dummy is drug across the finish line.

Time Ends. * *All 5 events must be completed in less than 10 minutes to be eligible for incentive pay.*

Appendix F Purposes for the Use of Sick Leave

Employees are entitled to use the City's sick leave benefit for the following purposes. Reference to "family members" means an employee's spouse, biological, adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employee was or is in a relationship of in loco parentis, and any other relationship identified in the City's Employee Handbook as a "family member" for the purpose of using sick leave.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.

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- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.