

CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS –
BATTALION CHIEFS UNIT
COLLECTIVE BARGAINING AGREEMENT
for the period
July 1, 2022 through June 30, 2025

2022-2025 CONTRACT

CITY OF HILLSBORO

AND

LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS –

BATTALION CHIEFS UNIT

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2022-2025 CONTRACT

CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS –
BATTALION CHIEFS UNIT

SCHEDULES

- A MONTHLY BASE PAY
- B LOCAL 2210, IAFF BATTALION CHIEF UNIT SENIORITY LISTING
- C 40 HOUR/NON-SHIFT WAGE SCALE PLACEMENT MEMORANDUM OF AGREEMENT (MOA)
- D REIMBURSEMENT OF TRAINING FUNDS AGREEMENT
- E RETIREE WORK BACK PROGRAM

ARTICLE 1 - RECOGNITION & PROBATION

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees who are members of the bargaining unit. The bargaining unit shall consist of employees in the Fire Battalion Chief classification and all reference to employees in this contract shall be construed to mean employees in this bargaining unit.
- 1.2 When a new classification is developed within the Fire Department by the City, a wage scale shall be assigned by the City to the new classification, and the City shall forward it and the proposed wage scale to the Union for its review of the wage scale. The Contract will then be subject to reopening to include only such new class under the scope of this Contract.
- 1.3 All newly hired employees, including those formerly employed by the City shall be deemed on probation from the last date of hire for twelve (12) successive months of regular full- time employment and must prove their qualifications to do the work to the City's satisfaction during the probationary period.
- 1.4 The employer in its sole discretion may discipline, discharge or lay off a newly hired employee on probationary status, and may discipline such probationary employees, without recourse through provisions in this Contract. Newly hired probationary employees serve as "at will" employees of the City throughout their probation period and do not enjoy any rights to the grievance procedures relating to discipline.
- 1.5 An employee promoted to a higher classification outside the bargaining unit shall be deemed on probation for a period of six (6) successive months in that classification and must prove their qualifications to do the work to the City's satisfaction during the promotional probationary period.
- 1.6 If the City determines at any time during the promotional probationary period the employee is not sufficiently qualified to perform the work in that classification, the employee will be returned to their former classification, if a position in their former classification is available (vacant) or if a position in their former classification is not available then the employee will be returned to any former classification in which the employee has previously served. Failure to demonstrate performance during promotional probation shall not be construed as disciplinary action nor shall it preclude the City from pursuing disciplinary action for just cause.
- 1.7 If an employee who failed promotional probation is returned to a position lower than the position the employee served in prior to promotional probation.

ARTICLE 2 - EXISTING CONDITIONS

- 2.1 No member of the bargaining unit shall suffer a reduction in salary or economic benefits as a result of this Contract except as a result of the provisions of 2.2.
- 2.2 Changes in existing conditions of employment adopted by the City of Hillsboro relating to wages, hours and working conditions, except those covered by Article 5 hereof, shall be subject to mutual agreement of the parties before becoming effective. Such mutual agreement shall be expressed in writing and signed by the parties to this Contract.
- 2.3 Policy Changes. The City agrees that it will provide the opportunity for review and comment by the Union prior to implementation of any major changes in Fire Department policies.
- 2.4 Residency Requirement. Union employees will not be subject to a residency requirement.

ARTICLE 3-FAIR SHARE AND CHECKOFF

- 3.1 The City, when so authorized and directed by a member of the Union in writing upon the authorization form supplied by the Union, will deduct Union dues from the wages of such employee and forward such dues monthly to the Union. Dues authorizations shall remain effective and continue from each year to the next until the employee requests cancellation of membership in writing. The Union and employees shall hold the City harmless for check-off errors and other claims made as a result of the City's compliance with this Article, and the parties shall cooperate to correct errors as soon as possible. Normally corrections will be made in the pay period following discovery by the parties.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, sexual orientation, physical or mental disability which can be reasonably accommodated, union affiliation, political affiliation, or other protected status or activity in accordance with applicable law. The Union shall share equally with the City the responsibility for applying the provisions of the Contract.
- 4.2 All references to personnel in this Contract designate persons of all gender identities.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 It is recognized that an area of responsibility must be reserved to the City and Chief of the Department if they are to effectively serve the public except and to the extent expressly abridged by specific provisions of this Contract. It is recognized that the responsibilities of management are exclusive functions to be exercised by the City and not subject to negotiation. By way of illustration, and not limitation, the following are listed as management functions:
- A. The determination of the services to be rendered to the citizens served by the City;
 - B. The determination of the City's financial, budgetary, accounting and organizational policies and procedures;
 - C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with the terms of this Contract;
 - D. Management and direction of the work force, in any manner not inconsistent with this collective bargaining agreement, including, but not limited to, the right to determine the methods, processes and a manner of performing work; the determination of duties and qualifications, determination of job classifications, the right to hire, promote, train, transfer and retain employees; the right to discipline or discharge for just cause in accordance with Article 18 relating to discipline; the right to lay off for lack of work or funds in accordance with Article 9 relating to seniority; the right to subcontract work so long as the impact of subcontracting is bargained; the right to abolish positions or reorganize the department or division; the right to determine schedules of work in accordance with Article 6 relating to hours of work; the right to schedule employee vacations in accordance with Article 14 relating to vacation; the right to purchase, dispose and assign equipment or supplies.

ARTICLE 6 - HOURS OF WORK

- 6.1 Work Shift, Work Schedule, Work Week. For those employees in the bargaining unit, referred to as shift employees, a normal work schedule shall be recognized only as twenty-four (24) consecutive hours on duty from 0700 to 0700 the following day, followed by forty-eight (48) consecutive hours off duty (24/48 schedule), with one (1) regular shift (Kelly Day) off scheduled every ten (10) shifts. This work schedule results in eight and eight and one-hundredths (8.08) regular work shifts or one hundred ninety-four (194) work

hours in each twenty-seven (27) day work period as defined in 6.2 below. The City will maintain authority to determine the assignment of the Kelly Day shift. Management is responsible for determination of Kelly days when a shift employee has been reassigned or promoted. Employees are eligible to work callback on their assigned Kelly days including attending trainings or meetings at the direction of the Chief or Chiefs designee.

Effective the first day of the first pay period that includes July 1, 2024, for those employees in the bargaining unit, referred to as shift employees, a normal work schedule shall be recognized only as twenty-four (24) consecutive hours on duty from 0700 to 0700 the following day, followed by forty-eight (48) consecutive hours off duty (24/48 schedule), with one (1) regular shift (Kelly Day) off scheduled every nine (9) shifts. This work schedule results in eight (8) regular work shifts or one hundred ninety-two (192) work hours in each twenty-seven (27) day work period as defined in 6.2 below.

Each Kelly Day will consist of twenty-four (24) hours of FLSA time off.

For those employees in the bargaining unit, referred to as regular employees, a normal work week shall consist of forty (40) hours in each calendar week. The normal work schedule for a forty (40) hour employee shall be either Monday through Thursday or Tuesday through Friday with the specific assignment made by Chief or Chief's designee.

The Union will be notified, in writing, of any modifications to this schedule. This normal work schedule may be modified by mutual agreement of the employee and Chief or Chiefs designee.

- 6.2 Work Period. For pay purposes under the Federal Fair Labor Standards Act (FLSA), the work period for shift employees shall be twenty-seven (27) consecutive calendar days. The first such period began April 1, 1986.

Each employee will have a different twenty-seven (27) day work period based on their Kelly Day.

For regular employees, the work period shall be the same as non-represented Fire Department employees. This schedule also applies to shift personnel "detailed" to a non-shift assignment, forty (40) hour work week.

- 6.3 Trade Time. Trade time, one (1) shift employee voluntarily trading a shift or part of a shift with another shift employee to allow time off when such time off cannot otherwise be granted under normal departmental policy, will be allowed under the following restrictions:

- A. Trades shall be position for position only - a Battalion Chief may only trade with a Battalion Chief.

- B. No trade shall result in any employee working more than forty-eight (48) hours in any seventy-two (72) hour period (provided however that exceptions may be made by a Chief or Chiefs designee upon request on a non-precedent setting basis).
- C. No trade shall result in any cost to the City where such cost would be controllable; however, once a trade has been scheduled and approved by Chief or Chiefs designee, the trade cannot subsequently be disallowed if a subsequent change in the schedules of other employees would result in cost to the City.
- D. An employee working the trade shift that subsequently is put in a position for which incentive pay is to be paid shall have the incentive pay recorded in Telestaff for payment to the employee who actually worked the trade shift.

It is agreed by all parties that trade time is a practice which is to be used infrequently, and only when necessary. However, cooperation, rather than strict standards, will be used to control the extent of trade time.

ARTICLE 7 - WAGES

7.1 Rate of Pay. Each employee shall be paid a base salary equal to one of the steps in the classification of the employee. The steps for each classification shall be as published in Schedule A of this Contract, and represent the normal monthly salary. Actual salary for each shift employee shall be calculated in a similar manner, and shall include any incentive pay in the calculations. An hourly rate will be used to determine monthly salary in the event that an employee in the bargaining unit works fewer hours than the normally assigned shifts for a month, and that those hours are not covered by vacation, sick leave, compensatory time, trade time, or other similar provisions. The hourly rate for shift employees will be calculated based on an annualized salary and an assumption of a work schedule as defined in Article 6. This formula is as follows:

(Monthly pay) times 12 divided by (number of work periods per year) divided by (normal hours per work period) = hourly rate.

Where:

- A. monthly pay = normal base pay (Schedule A) plus incentive pay;
- B. work periods per year = 365 days per year divided by 27 days per work period = 13.52 work periods per year;

- C. normal hours per work period= 194 hours. (Effective July 1, 2024, normal hours per work period = 192 hours)

For practical purposes, (monthly pay) times 12 divided by scheduled hours per year (rounded) equals hourly rate of pay.

Scheduled hours per year = 2628 hours 194 times 13.52) through June 30, 2024.

Effective the first day of the first pay period that includes July 1, 2024, scheduled hours per year = 2596 hours (192 times 13.52)

The hourly rate for employees assigned to a forty (40) hour work week is the monthly base pay plus incentives divided by 173.33 (average work hours in a month).

- 7.2 Promotion. An employee who is promoted to Battalion Chief from the position of Lieutenant or Captain in the rank and file firefighters bargaining unit shall be paid at the same step as the employee occupied as a Lieutenant or Captain (i.e. a Lieutenant or Captain on Step F of the Rank and File salary schedule would be moved to Step 6 on Battalion Chief's salary schedule, etc.). Promoted employees shall serve a six (6) month probationary period. Upon successful completion of the six (6) month probationary, employees will be moved to the next step on the Battalion Chief's salary schedule. Movement to higher steps on the salary schedule shall occur upon completion of each subsequent twelve (12) months of service.
- 7.3 Demotion. An employee who is voluntarily demoted or demoted as the result of disciplinary action into an available position in the rank and file firefighters bargaining unit shall be paid at the same step of the lower classification.
- 7.4 Transfer. When an employee is transferred to a position in the same classification, the rate of pay of the employee remains the same.
- 7.5 New Hires. Movement between steps. An employee who is newly hired into a Battalion Chief position will serve six (6) months prior to progression through the salary schedule. Movement to higher steps on the salary schedule shall occur upon completion of each subsequent twelve (12) months of service.
- 7.6 Shift Differential. 40-hour employees shall be paid a five percent (5.0%) shift differential in addition to base salary.

ARTICLE 8 - OVERTIME

- 8.1 Overtime pay shall be paid only for authorized work under the following conditions and at the following rates, but compensation shall not be paid

twice for the same hours:

C. For Shift Employees

1. Work during regular work shifts in excess of one hundred ninety-four (194) hours in a work period. The overtime rate for this work is one and one-half (1.5) times the employee's regular hourly rate of pay from Schedule A which covers one hundred ninety-four (194) work hours per work period. Actual FLSA overtime will be computed on base pay plus incentives for each individual.

Effective the first day of the first pay period that includes July 1, 2024, work during regular work shifts in excess of one hundred ninety-two (192) hours in a work period. The overtime rate for this work is one and one-half (1.5) times the employee's regular hourly rate of pay from Schedule A which covers one hundred ninety-two (192) work hours per work period. Actual FLSA overtime will be computed on base pay plus incentives for each individual.

2. All work performed in excess of the employee's normal work schedule under any circumstances is compensated at the overtime rate, rounded to the nearest one-quarter (1/4) hour. The overtime rate for this work is one and one-half (1.5) times the hourly rate (as defined in Article 7.1).

D. For Employees assigned to a forty (40) hour work week

1. All work performed in excess of forty (40) hours during the work week is compensated at the overtime rate, rounded to the nearest one-quarter (1/4) hour. The overtime rate for this work is one and one-half (1.5) times the hourly rate (as defined in Article 7.1).

8.2 The Chief or Chief's designee in charge of a division or shift is the only officer authorized to require overtime of employees. No employee shall work unauthorized overtime.

8.3 All members of the bargaining unit shall be given a minimum of seven (7) days written notice of the date that a shift change is to occur. Non-compliance with this procedure will entitle the affected member to receive overtime payment for the following work shift.

8.4 Overtime pay for any overtime worked will be made in the form of pay, unless compensatory time off is requested by the employee and addition of that compensatory time will not bring that employee's compensatory time to a total which exceeds the limit set forth in Section 8.6 of this Contract.

8.5 Emergency Call Back: An employee in the bargaining unit called back to work outside the employee's regular duty shift as the result of an emergency. Employees called back for emergencies shall be paid for a minimum of two (2) hours of callback time at the overtime rate or actual time spent working

on the callback outside their regular duty shift whichever is greater. No overtime pay shall be allowed for any time worked which falls within that employee's regular shift. (For example: if an employee's regular shift starts at 8:00 a.m. and that employee is called back for an emergency at 7:30 a.m., the employee will receive only one half (1/2) hour of emergency callback pay) If other alarms occur during the initial callback, they will not constitute a separate callback unless the employee has been formally relieved from duty after the first call.

8.6 Callback time may be in the form of either compensatory time off or pay, at the discretion of the employee. Employees shall be allowed to accumulate no more than seventy-two (72) hours of compensatory time for shift employees and forty (40) hours for regular employees. In the event an employee transfers from a shift position to a forty (40) hour position, the employee's compensatory time in excess of forty (40) hours will be cashed out in accordance with Article 14.7 A.1E.

8.7 Battalion Chiefs leave and coverage will be managed in accordance with Policy 337, Battalion Chief Leave and Coverage.

8.8 It is the intent of the City to provide equitable opportunities for working out of class and overtime coverage of Battalion Chief vacancies. Policy 337, Battalion Chief Leave and Coverage outlines the mechanisms for accomplishing this. This policy will not be changed without the express written consent of both parties.

ARTICLE 9 - SENIORITY, LAYOFF & RECALL

9.1 Seniority is the length of continuous service in the City of Hillsboro Fire Department from the most recent date of hire, plus any length of service (seniority) transferred from another public employer under the provisions of ORS 236.620.

9.2 An employee's seniority shall not be broken and accrued seniority shall not be lost in case of illness, accident, or lay off as provided below:

E. In case of illness or accident not related to work, seniority remains in effect for five (5) years from the last active date of employment;

F. In the event of a layoff, the employee's seniority will remain in effect for five (5) years. The employee will remain in the top of the waiting list for this period;

- G. In case of accident related to work (covered by Workers' Compensation), seniority remains in effect for five (5) years from the date of injury or occupational illness.
- 9.3 If an employee is off work under Section 9.3 of this Contract and, in the case of Section 9.2 A or C of this Contract, is medically released to return to full duty, and is offered that employee's former position, the employee must accept the position within one (1) week and report for duty no longer than two (2) weeks after acceptance of the position, or that employee forfeits all seniority.
- 9.4 An employee called into military service of the United States shall continue to earn seniority for the duration of the employee's service mandated by military orders, or for the duration of one (1) voluntary enlistment, consistent with Federal Law.
- 9.5 An employee shall lose all seniority and the employment relationship will be severed if any of the following events occur;
- 9.6 The current seniority list is attached as Schedule B. Changes to this list due to separations or new hires will be compiled by the City as needed by the parties. Whenever a change to the list is made, a revised list will be forwarded to the Union.
- 9.7 Layoffs will occur in inverse order of seniority, as defined in Section 9.1 above. If an employee is laid off, this person may return to a vacant position in a former classification if, at the time of the layoff, they meet the current minimum qualifications for the position.
- 9.8 No new employee shall be hired into a vacant bargaining unit position until all laid off employees who are qualified have been given an opportunity to return to work. Furthermore, a laid off employee shall be given the opportunity to return to work in the Rank and File Unit after all laid off Rank and File Unit employees have been given the opportunity to return to work. Employees laid off for a period of more than five (5) years shall lose all seniority and recall rights. Employees recalled within five (5) years of their layoff date shall be recalled within five (5) years of their layoff date shall be recalled according to seniority. Failure to respond to a recall notice sent by certified mail to the last address provided to the City within twenty (20) days of receipt or thirty (30) days of mailing, whichever is greater, shall constitute voluntary termination and such employee shall lose their layoff status privileges and seniority.

ARTICLE 10 - TEMPORARY ASSIGNMENT/HIGHER CLASSIFICATION

- 10.1 The parties recognize and agree that on occasion it may be necessary to temporarily assign a shift Battalion Chief to a 40-hour per week assignment to perform work that is essential to the needs of the City or for temporarily filling a higher classification. In these limited circumstances, the City shall have the right to temporarily assign a shift Battalion Chief to a 40-hour per week assignment. The City shall first solicit volunteers and then utilize inverse seniority if there are no volunteers. Any 40-hour per week assignment made pursuant to this provision must be limited in duration, as provided below. A 40-hour per week assignment shall not be used to replace, eliminate, discipline, or supplant the shift Fire Battalion Chief classification. Additionally, no permanent involuntary assignments to or from a 40-hour work schedule shall be made. If the City elects to initiate this temporary assignment, the following procedure shall apply:
- A. Notice Required. The City shall provide at least two (2) weeks prior notice, in writing, to the Battalion Chief assigned to the temporary assignment, unless shorter notice is mutually agreed upon by both the City and employee.
 - B. Assignment Duration. If an employee is assigned involuntarily, such assignment shall not exceed thirty (30) days in a rolling twelve (12) month period. In the event such assignment is mutually agreed upon by both the City and the employee, the assignment may last up to twelve (12) months. In all cases, employees will be advised of the expected duration of an assignment in writing with a start and end date.
 - C. Assignment Schedule. The normal work week and schedule for temporary assignments shall be equal to that of a 40-hour Battalion Chief.
 - D. Wages, Accrual of Benefits and Conversion of Leave Banks. Equivalent wages, benefits and leave accruals shall be maintained during a temporary assignment.
 - E. Overtime Rate. All work performed in excess of forty (40) hours during the work week is compensated at the overtime rate, rounded to the nearest one-quarter (1/4) hour. The overtime rate for this work is one and one-half (1.5) times the hourly rate. The hourly rate for employees assigned to a forty (40) hour work week is the monthly base pay plus incentives divided by 173.33 (average work hours in a month).
- 10.2 Any time an employee is assigned to temporarily fulfill the duties and responsibilities of a position in a higher classification than the employee's own position, that employee shall be paid an incentive of five (5%) percent of their base pay. During a temporary assignment to a position outside the bargaining unit, the employee retains all the rights, protections, and benefits of this agreement during the temporary assignment and will continue to pay monthly dues as uniformly charged by the Union in accordance with Article

3.

10.3 Nothing in this article shall limit the City from providing light-duty assignments to employees of any necessary duration. Light-duty assignments will maintain comparable pay and benefits to the employee's normal salary.

ARTICLE 11 - UNIFORM, CLOTHING ALLOWANCES

11.1 The Local 2210 and the City agree to maintain a one-for-one uniform replacement program with Fire Department management responsible for maintaining a union uniform fund.

Minimum uniform standards shall be:

Three (3) uniform shirts
Three (3) uniform pants
Three (3) uniform polo shirts
One (1) pair of tennis shoes - one hundred twenty (\$120.00) dollars maximum per pair once every one year
One (1) pair of boots (including recrafting/resoling) - three hundred twenty-five (\$325.00) dollars maximum per pair once every two (2) years
One (1) uniform belt
One (1) uniform jacket
Two (2) badges
One (1) name tag
Two (2) pair of shorts
Two (2) sweatshirts
Four (4) t-shirts
One (1) workout shirt
One (1) hat

ARTICLE 12 - HOLIDAYS

12.1 Shift employees who are members of the bargaining unit shall receive five (5) hours per pay period of holiday time off in lieu of the following holidays:

New Year's Day (January 1);
Martin Luther King, Jr. Day (Third Monday in January);
President's Day (Third Monday in February);
Memorial Day (Last Monday in May);
Juneteenth (June 19);
Independence Day (July 4);
Labor Day (First Monday in September);
Veteran's Day (November 11);
Thanksgiving Day (Fourth Thursday in November);
Christmas Day (December 25).

Accruals are posted semi-monthly at the rate of five (5) hours per pay period.

- 12.2 Forty (40) hour employees who are members of the bargaining unit shall receive the above listed holidays off. For regular employees, when a holiday falls on Saturday, it will be observed on the previous Friday and when a holiday falls on Sunday, it will be observed on the following Monday.
- 12.3 Forty (40) hour employees who are members of the bargaining unit shall receive holidays as follows, based on the above-listed holidays:
- A. If scheduled to be on duty – day off.
 - B. If scheduled to be off duty - ten (10) hours of banked Holiday time in lieu of the holiday; however, an employee hired prior to September 1, 1994, shall have the option to receive either compensatory time or Holiday time in lieu of the holiday.
 - C. Such holiday time off shall be taken within the calendar year in which it is earned or the balance as of December 31 shall be paid as part of the December payroll.
- 12.4 For shift employees unused holiday credit received and accumulated as herein provided shall be paid at a time of termination or retirement to the member of the bargaining unit. In the case of death, payment shall be made to the surviving spouse or estate. Shift employees may accrue and carry over to the following calendar year not more than fifty- four (54) hours off in lieu of holidays. Holiday banks in excess of fifty-four (54) hours will be paid as part of the December payroll. It is the intent of all parties to avoid substantial accumulation of holidays, and to spread the use of holidays relatively evenly through the year. However, cooperation of all parties rather than specific standards shall be used to accomplish this objective.
- 12.5 Battalion Chiefs leave and coverage will be managed in accordance with Policy 337 (Battalion Chief Leave and Coverage).
- 12.6 Shift employees requesting any holidays off (as identified in Section 12.1 above and with the addition of Christmas Eve and New Year's Eve) shall find their own coverage.

ARTICLE 13 - SICK LEAVE

- 13.1 Sick leave benefits shall be earned and accrued by all shift employees at the rate of nine (9) hours per pay period, and by all other employees at the rate of four and one-third (4.33) hours per pay period. Sick leave accrual shall be limited to two thousand eight hundred- eighty (2880) hours.

If a new employee in an eligible position starts work on or before the 15th of the month, the sick leave accrual will be 100% for that month. If the employee starts work on the 16th of the month or later, the sick leave will be 0% for that month.

Sick leave accrual will be 100% during all paid leaves of absence. The 50% rule will apply to unpaid leaves of absence, as follows.

If the employee is in unpaid status for a number of hours less than 50% of the normal work hours in the given month, then the sick leave accrual for that month will be 100%. If the number of hours of unpaid status is equal to or greater than 50% of the normal work hours in the given month, the sick leave accrual for that month will be 0%.

When employees return from unpaid military leave, sick leave will begin accruing at the rate that would have been achieved if the employee were continuously employed.

13.2 Sick leave credits earned by each employee and on record on the effective date of this Contract shall be retained.

13.3 Utilization for Illness or Injury. Employees may utilize their accrued sick leave for the following purposes:

D. For an employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment of a medical or physical illness, injury or health condition; or need for preventive medical care;

In such an event, the employee shall notify the Chief or Chiefs designee of absence due to illness or injury, and the nature and expected length thereof, a minimum of two (2) hours in advance whenever practical. If the Chief or Chiefs designee is unavailable, the employee will leave a message with another officer on duty.

E. For emergency medical, dental, optical appointments and, for shift employees other medical, dental, optical appointments that cannot reasonably be scheduled during non-working time;

Those employees working an eight (8), ten (10) or twelve (12) hour shift may use their sick time for non-emergency medical, dental, optical appointments.

F. For exposure to contagious disease which would endanger the health of the public or fellow employees;

G. For funeral or bereavement leave for death of a spouse, child, brother, sister, parent, or other member of the "immediate family" as defined in Section 13.4 below, in accordance with OFLA;

H. To care for a spouse, child, brother, sister, parent, or other member of the "immediate family" as defined in Section 13.4 below, in accordance with OFLA;

I. When the employee is off work due to workers compensation injury or occupational illness as set forth in Section 13.5, below;

J. For other reasons as required by OFLA and/or Oregon Sick Leave Law.

In the case of the employee's own inability to perform duties, the employee may be required to furnish a certificate, issued by a health care practitioner, or other support

for the absence, after three (3) consecutive working days or shifts absence. The City may require the certificate for an absence for three (3) days or less, and in this event the City shall pay for any costs associated with such certificate. The City shall grant family medical leave in accordance with City policy and law.

Use of sick leave for family illness is intended to enable the employee to provide care under emergency or similar unforeseen circumstances in order to make alternative care arrangements. Should more than five (5) days be required to provide care under this paragraph, then the employee may be required, on a case-by-case basis, to provide the information requested on a "Certificate of Health Care Practitioner" form provided under the federal Family Medical Leave Act. Second or third opinions may also be required. Any deviation from Article 13.5 intended by the City to accommodate a particular employee shall not be precedent setting or construed to grant any greater rights to sick leave utilization to other employees.

- 13.4 Definition of "Immediate Family". "Immediate family" is defined to mean spouse, parent, children, step-children, brothers, sisters, mother-in-law, father-in-law, maternal grandparents, paternal grandparents, grandchildren, registered domestic partner, child or parent of a registered domestic partner, a person with whom the employee was or is in a relationship of in loco parentis and other persons who reside in the employee's household.
- 13.5 On the Job Injury and Occupational Illness Insurance.
- A. Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries received while in the employ of the City. Employees shall receive normal salary for the shift in which the injury occurs.
 - B. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties will be paid approximately the difference between their regular net salary and compensation benefits for lost time for a period of three (3) months following the injury or illness. Whenever an employee receives a check from the City Workers' Compensation insurer, that employee shall report to Payroll the amount of the check and the period for which it represents payment.
 - C. If an employee is off work beyond three (3) months as a result of a workers' compensation injury or occupational illness, accrued days of sick leave may be used to make up the difference between regular net salary and the employee's workers compensation time loss benefits, until such leave is exhausted. An employee may request in writing at the time of notifying the department that the employee is taking leave that the employee does not want the leave charged against accrued sick leave. In this event, the leave will not be paid by the City.
 - D. The employee may use accrued comp time, holiday credits, and vacation credits after the use of any accumulated sick leave has been exhausted. Health care practitioner progress reports may be required prior to approval of such payments.
- 13.6 Sick Leave Without Pay. On application by the employee, in the event the City

determines under Section 15.1 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a health care practitioner periodically during the period of such disability. The City agrees to continue medical insurance premiums through elimination period for disability insurance.

- 13.7 Bereavement Leave. In the event of a death in the immediate family the Chief or Chief's designee, may grant sufficient time off with pay to make funeral arrangements if necessary and to attend the funeral. "Immediate family shall have the same meaning as set forth in Section 13.4, above. A maximum of five (5) calendar days may be granted if warranted by the situation. The first three (3) days or two (2) shifts of such leaves shall not be charged to sick leave if sick leave is available. Leave with pay of up to four (4) hours may be granted when employee serves as pallbearer.
- 13.8 Other than as herein provided, including PERS sick leave conversion, sick leave accrued and accumulated will not be otherwise compensated by the City.
- 13.9 FMLA. The City shall grant family medical leave in accordance with City policy 6.6 G unless an explicit contract term is inconsistent. Any change to policy 6.6 G which constitutes a mandatory subject to bargaining, will be bargained with the Union prior to implementation affecting bargaining unit members. With reference to the medical certification section of 6.6 G, a third opinion may be obtained, if necessary, to verify the attending health care practitioner's certification of a serious health condition. The employee, Union and the City will cooperate in good faith as required by law to choose the third health care practitioner. Verification will be at the City's expense. The section titled "Effect of Unpaid Leave on Salaries" does not apply to bargaining unit members.

ARTICLE 14 - VACATION LEAVE

- 14.1 Vacation benefits shall be earned by all full-time shift employees at the date of promotion into the bargaining unit or date of hire if from outside, at the following rate:

Months of Continuous Service	Monthly Vacation Accrual Rate	Annual Accrual	Maximum Accrual
0 through 60	12 hours/month 6/pay period	144 hours	288 hours
61 through 120	17 hours/month 8.5/pay period	204 hours	408 hours
121 through 180	20 hours/month 10/pay period	240 hours	480 hours
181 through 240	23 hours/month 11.5/pay period	276 hours	552 hours
241 and above	26 hours/month 13/pay period	312 hours	624 hours

Employees cannot use vacation time off during their new hire probationary period, unless the vacation time off is approved by the Chief or Chiefs designee.

- 14.2 All regular employees not included in 14.1 shall earn time-off for vacation leave from date of promotion into the bargaining unit or date of hire if hired

from the outside according to the following schedule:

Months of Continuous Service	Monthly Vacation Accrual Rate	Annual Accrual	Maximum Accrual
0 through 60	9 hours/month 4.5/pay period	108 hours	216 hours
61 through 120	12 hours/month 6/pay period	144 hours	288 hours
121 through 180	14.5 hours/month 7.25/pay period	174 hours	348 hours
181 through 240	16 hours/month 8/pay period	192 hours	384 hours
241 and above	18 hours/month 9/pay period	216 hours	432 hours

14.3 Employees are expected to take vacation leave yearly, unless special conditions warrant otherwise. An employee may accrue up to the maximum accrual shown in the tables above; however, an additional five (5) shifts may be accrued for up to thirty (30) days with the written approval of the Chief or Chiefs designee.

14.4 Accrued unused vacation credit, shall be paid at time of separation from employment, but any credits earned and not used or carried forward, as provided in Article 14.3, shall neither be compensated nor subsequently allowed

14.5 Battalion Chiefs leave and coverage will be managed in accordance with Policy 337 (Battalion Chief Leave and Coverage).

14.6 An employee who resigns, retires, is terminated, or otherwise separated from employment, as well as employees who are laid off shall be compensated for accumulated vacation leave. In the event of death, payment of such accumulated vacation leave shall be made in accordance with applicable law. An employee who terminates or is terminated, prior to completion of such six (6) months probationary service, shall not be eligible for accumulated vacation pay, nor shall the heirs or estate of the employee.

14.7 The following rules for converting paid time off will be used when members of the bargaining unit transfer between twenty-four (24) shift schedule and forty (40) hour work week.

A. Suppression Employee working light-duty or a temporary forty (40) hour work week re-assignment for more than 30 days.

1. Leave Banks Conversion Factors.

a. The factor for use in converting a suppression employee's leave banks (holiday, sick, vacation) due to a change from a twenty-four (24) hour shift schedule to a forty (40) hour work week is 0.72. {53 hour accrued leave balance times 0.72 equals new leave balance- $173.33/240 = 0.72$ }

b. The factor for use in converting a suppression employee's leave

banks (holiday, sick, vacation) due to a change from a forty (40) hour work week to a twenty-four (24) hour shift schedule is 1.39. {converted accrued leave balance or forty (40) hour accrued leave balance time 1.39 equals new leave balance - $240/173.33 = 1.39$ }

- c. Any conversion will be made the beginning of the next pay period following the change in their work week.
 - d. During the interim period from the date of the work week change until conversion of the leave banks (holiday, sick, vacation, compensatory) is made, the employee will document the actual conversion hours worked or leave(s) taken on a department provided of their payroll records.
 - e. Compensatory leave banks in excess of forty (40) hours will be cashed out at the time an employee transfers from a seventy-two (72) to a forty (40) hour workweek (at the hourly rate of pay prior to the transfer for all compensatory leave between 72 and 40 hours).
2. Once the employee is authorized to return to a twenty-four (24) hour shift schedule the employee's banks (holiday, sick, vacation and compensatory) are converted back using the above formulas in Section A (1) above.

B. Permanent Transfer of a Current Employee.

- 1. The following shall apply to a current employee who permanently transfers from a position that regularly works a twenty-four (24) shift schedule to a position that regularly works a forty (40) hour work week; or when a current employee permanently transfers from a position that regularly works a forty (40) hour work week to a position that regularly works a twenty-four (24) shift schedule.
 - a. The employee's pay will be adjusted to the appropriate wage scale as set forth in Schedule A.
 - b. If the employee's leave banks will be converted as defined in Section A.1 (a-d) above.

ARTICLE 15 - OTHER LEAVES

- 15.1 Jury duty. Employees shall be granted leave with full pay any time they are required to report for jury duty or as a witness, provided that such employee shall

report for regular duty if jury or witness duty does not require a full shift, in the case of shift employees, or a full regular working day, in the case of regular employees. All jury fees and witness fees (except mileage reimbursement fees) earned will be remitted to the City by the employee.

- 15.2 Personal Leave: Effective July 1, 2022, the City will provide shift employees twelve (12) hours of personal leave and forty (40) hour personnel with ten (10) hours of personal leave. This personal leave is in lieu of additional holiday time off being included in Article 12 for the purpose of recognizing the Day After Thanksgiving City holiday.

Effective January 1, 2023, the City will provide an additional twenty-four (24) hours of paid personal leave to shift personnel, and ten (10) hours of paid personal leave to forty (40) hour personnel, for a total of thirty-six (36) hours of personal leave for shift employees, and a total of twenty (20) hours of personal leave for forty (40) hour employees.

- A. Personal Leave hours will be credited at the beginning of each calendar year.
- B. Personal Leave will be taken in no less than twelve (12) hour blocks of time for shift personnel and one (1) hour blocks of time for forty (40) hour employees.
- C. Personal Leave hours taken will not count toward the six (6) shift personnel allowed to take scheduled leave, which includes vacation, compensatory time, and holiday leave.
- D. Personal Leave hours:
 - 1. are not an accrued benefit and are not banked
 - 2. are not paid out in cash at any time, including at separation of employment
 - 3. must be taken within the same calendar year as credited
 - 4. are not to be taken on holidays recognized in Article 12.1

- 15.3 Personal Leaves of Absence. Leave of absence without pay for a limited period, not to exceed thirty (30) calendar days may be granted at the discretion of the Chief or Chief's designee and consistent with the needs of the City. Such leaves may be renewed or extended for any additional reasonable period. No leaves will be granted to any employee to accept employment in any other capacity or for any other jurisdiction.

- 15.4 Educational leave. After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for education purposes at an accredited school when it is related to employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary, upon approval by the City. Employees may also be granted leaves of absence with or without pay, at the discretion of the City for educational purposes for reasonable lengths of time to attend conferences, seminars, and other

functions of a similar nature that are intended to improve or upgrade the individual's skill and professional ability, provided it does not interfere with the operation of the City.

- 15.5 Military Leave. Military and Peace Corps leave shall be granted in accordance with applicable provisions of law and City policy.
- 15.6 City Contributions to insurance will not be paid during unpaid leaves of absence (15.2, 15.3). Employees must exercise COBRA insurance continuation rights and pay the entire premium. These employees who are on unpaid leave of absence (15.2, 15.3) will not accrue vacation leave, sick pay or other benefits.
- 15.7 Authorized Travel, Training, and Conference Attendance. Food, lodging, and travel expenses shall be paid by the City according to receipt of proper detailed City expense form for an employee required to attend the conference or business meeting when said conference or business meeting is held at location other than the employee's regular home or job location. City shall pay tuition or instructional material costs for any employee required by the City to attend the regular course of instruction. An employee who voluntarily attends the course of instruction which is directly related to the business of the City may receive tuition from the City if the employee has successfully completed the course of instruction and if the City has previously agreed.
- 15.8 Other leaves of absence will be provided in accordance with applicable law.

ARTICLE 16 - UNION REPRESENTATIVES

- 16.1 Members of the bargaining unit selected to serve as Union authorized representatives shall be certified in writing to the Chief or Chief's designee and to the City Manager.
- 16.2 Union representatives may perform representation duties while on duty, including accessing and using City technology and City email, so long as Department operations are not unreasonably impaired. Except for de minimis representation duties, a Union representative shall first request approval from the Chief or Chief's designee of the performance, but not the content, of the representation duties. Approval of representation duties shall not be unreasonably denied.
- 16.3 Should the situation require, the members of the bargaining unit may request from their appropriate supervisor time to attend regularly scheduled official Union meetings and any time so granted will be without loss of regular pay.

ARTICLE 17 - CONTRACT NEGOTIATIONS

- 17.1 The negotiating team for the bargaining unit, to be comprised of no more than four (4) members, shall be permitted to attend the negotiating sessions, with the City representatives, relative to securing contract renewal, without loss of any pay to the extent such meetings are scheduled during regular duty hours of the members so attending. For shift employees, no more than two (2) members from the same shift will attend negotiations at the same time while they are on duty.

Members from the bargaining unit of rank and file firefighters represented by Local 2210 may serve on the negotiating team. In such case, the negotiating team members from the bargaining unit of rank and file firefighters shall be entitled to the benefits provided by Article 17 of the collective bargaining agreement between the City and Local 2210 for the unit of rank and file firefighters.

ARTICLE 18 - MISCONDUCT AND DISCIPLINE

- 18.1 The purpose of disciplinary action is not to punish or get rid of problem employees, but to improve the performance, efficiency and morale of the City fire service, and to prevent re- occurrence of the same or similar violations. Regular employees (not on the first 12 months of new-hire probation) may be disciplined only for just cause, and have a right to grieve any disciplinary actions under the provisions of this Article.
- 18.2 Disciplinary Measures. The discipline and the procedure by which it is administered shall not violate this Contract. Discipline includes the following steps actions:
- A. Oral reprimand, which may be documented in writing;
 - B. Written reprimand;
 - C. Reduction in pay, so long as the reduction "is no more than one (1) step and not in excess of twelve (12) months;
 - D. Suspension;
 - E. Demotion;
 - F. Discharge.

The disciplinary process for regular (non-probationary) employees shall normally be progressive in nature. However, discipline may be initiated at any step and the City may skip steps depending on the seriousness of the conduct, prior disciplinary action and other factors, consistent with just cause.

Effect of an Oral or Written Reprimand. Oral or written reprimands over one (1) year old shall not be a basis for progressive disciplinary actions with the exception

of policy violations related to harassment, discrimination, or retaliation which will be considered "active" for two (2) years for the basis of progressive discipline. Oral or written reprimands are not subject to grievance beyond Step 3.

- 18.3 Due Process. The City shall not impose a reduction in pay, suspension, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature. (moved from 18.2) Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the discipline under consideration, and an opportunity to meet with the decision maker or his/her designee in order to refute, mitigate, or defend against the charges, discuss the facts related to the investigation and discuss the appropriate level of discipline, if any. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Union and the affected employee with all the documents which are relied upon. The employee or the Union may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, all documents and evidence upon which the City has relied shall be provided to the Union and the affected employee.
- 18.4 Avoidance of Embarrassment. If the Chief or Chief's designee has reason to discipline an employee the Chief or Chief's designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.
- 18.5 Union Representation in Interview and Discipline Process. The City acknowledges the right of the employee to have a representative of the Union present at meetings with the employee, which could lead to discipline of an oral or written reprimand. The opportunity to have a Union representative present at the interview shall not delay the interview more than four (4) hours.
- 18.6 General Procedures.
- A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action, involving an economic sanction or discharge, against that employee will be afforded the following safeguards:
1. The employee and the Union will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
 2. At least fifty-six (56) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction or discharge the employee, the employee and the

Union will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with a Union representative; and the employee and the Union will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Union, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Union shall cooperate to meet appropriate investigative and due process needs.

3. The employee shall be allowed the right to have a Union representative present during the interview. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The City shall make a reasonable good faith effort to conduct these interviews during regularly scheduled business hours, except for emergencies. Where the Fire Chief or the Fire Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee.

5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation. The employee will also be required to answer any questions specifically involving any criminal or potentially criminal matter(s) being investigated, if he/she has been given Garrity protections. When Garrity protections are in place, the City shall not provide any information obtained during the investigation to law enforcement. Employees will be afforded all rights and privileges to which the employee is entitled under law.

6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

8. The City shall audio record the interview and a copy of the complete interview tape of the employee shall be furnished, upon request, to the Union. If the interviewed employee is subsequently disciplined by

economic sanction, and the discipline is grieved beyond Step 2, the recording shall be transcribed by the City, and the employee and the Union shall be provided a copy thereof.

9. Interviews and investigations shall be concluded without unreasonable delay.

10. The employee and the Union shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Union within one (1) year from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

B. Inquires Related to Serious Incidents.

1. Employees involved in incidents with serious injuries or death shall be advised when in the course of any inquiry it appears that a reasonable basis for discipline may exist, and that the employee may request the presence of a Union representative prior to being required to give any further oral or written statement about the incident. Obtaining a representative shall not unduly delay the giving of the statement.

Section 18.6 shall not apply to a criminal investigation conducted by a law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved employee's ability to recall, provided however, that the City shall only rely upon the involved employee's formal interview statements for all administrative purposes.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within twenty (20) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee and the Union shall make a good faith attempt to resolve the dispute informally with the appropriate supervisor. The appropriate supervisor shall attempt to resolve the dispute within ten (10) days of their discussion with the employee. If the grievance remains unresolved, the Union may present the grievance, in writing, to the "Management Team," within twenty (20) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

A. a statement of the grievance and the factual allegations upon which it is

based;

- B. the section(s) of this Agreement alleged to have been violated;
- C. the remedy sought;
- D. the name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the Union and such meeting shall occur within twenty (20) days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance remains unresolved, within twenty (20) days of receipt of the written Step 2 decision of the "Management Team", the Union may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Union is proceeding with the grievance in light of the "Management Team's" Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Union to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Union within thirty (30) days of receipt of the Step 3 grievance.

Step 4. If the grievance is not resolved at Step 3 above and if the Union wishes to pursue the grievance further, the Union shall submit the grievance to arbitration by written notice to the City's labor counsel or designee within twenty (20) days following the date the City Manager's response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator. The Union shall submit a written request to the Oregon Employment Relations Board for a list of seven (7) arbitrators from Oregon or Washington states. A copy of the Union's request shall be provided to the City's labor counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one (1) name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and the arbitrator shall strive to submit the decision to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/bargaining unit members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be

responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator if there is no prevailing party.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

- 19.2 **Time Limits.** All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or Union fails to respond in a timely fashion, the grievance shall be deemed waived.

Each reference to "days" in this Article means "calendar days".

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

ARTICLE 20 - SPECIAL CONFERENCES

- 20.1 Special conferences for important matters will be arranged between the Union President and the City Manager or their designated representatives if both parties believe that such conference would be constructive. Such meeting shall be arranged in advance and an agenda and matters to be discussed at the meeting shall be presented at the time the conference is requested.
- 20.2 Union representatives, not to exceed one (1), shall lose neither time nor pay for time spent in such conferences.

ARTICLE 21 - MEDICAL-HOSPITAL, VISION, AND DENTAL INSURANCE

- 21.1 All family medical, dental, and vision insurance coverage and benefits, along with any bargained cost sharing, shall be equal to that provided to members of the bargaining unit of rank and file firefighters represented by Local 2210. Employee contributions for insurance will be deducted from the employee's paycheck.
- 21.2 **VEBA Contribution.** Each month, the City will contribute two (2.0%) percent of an employee's base salary to the VEBA.

ARTICLE 22 - LIFE INSURANCE

- 22.1 The City agrees to pay the premium on life insurance in the amounts as stated below for all members of the bargaining unit:
- A. State-mandated insurance program - \$10,000;
 - B. Additional life insurance - \$50,000;
 - C. Accidental Death and Dismemberment coverage on B - \$50,000;
 - D. Coverage as mandated by state statute for Workers' Compensation Insurance.
- 22.2 If any physical examination is required to provide such life insurance, the City will provide such examination.

ARTICLE 23 - LIABILITY INSURANCE

- 23.1 The City shall comply with ORS 30.285 and 30.287.

ARTICLE 24 – RETIREMENT PLAN

- 24.1 The City agrees to remain a member of Public Employees Retirement System (PERS) of the State of Oregon, and its successor.
- 24.2 The City agrees to comply with Resolution 1836 that was adopted by Hillsboro City Council on December 6, 1994. Both parties agree that if any changes or mandated court orders affect the resolution or the benefits members of the bargaining unit receive from this resolution, then negotiations may be reopened by either party to address the effect of those changes.

The City agrees to make available, to the PERS eligible City employees who are members of the bargaining unit, the Public Employees Retirement System (PERS) sick leave conversion program in accordance with applicable law.

- 24.3 In accordance with plan requirements, employees who elect and contribute a minimum of 2% of their base salary per pay period into a City administered 457 Plan are eligible to receive a 2% employer match of their base salary per pay period beginning with FY 22-23. The match will be placed into a 401(a) deferred compensation plan each pay period as long as the member contributes a minimum of 2% of their base salary per pay period into their deferred compensation plan. Should employees stop their 2% contribution per pay period, the City's match will cease.

**Please note the FY 22-23 City match and required employee contribution will be based on the salaries in the new FY 22-23 pay plan. Employees must make the full 2% contribution of their base salary per pay period in FY 22-23.*

Contributions less than the full stated percentages will not be eligible for a match.

Due to the timing of the contract's ratification, the parties agreed to the benefit retroactive to the first day of the pay period that includes July 1, 2022, or the employee's plan eligibility date if newly employed as follows. As long as the member has elected to enroll and contribute at least 2% of their base salary to the plan by November 21, 2022, the City will process a one-time retro deduction (if applicable) and contribution match on their December 15, 2022, paycheck.

Employees who elect deferred compensation after November 21, 2022, will receive the 2% match per pay period at the first of the month following the election to participate in the 457(b) with the minimum contribution of 2% per pay period. There will not be an opportunity for a retroactive deduction or matching contribution beyond November 21, 2022. This was a one-time opportunity as outlined above.

ARTICLE 25 – TRAINING AND ADVANCE DEGREE INCENTIVE

- 25.1 For no more than two (2) members of the bargaining unit at a time, the city shall reimburse the cost of tuition for a maximum of nine (9) credit hours per term for those courses directly related to the job and leading to an Associate's degree in Fire Science or Emergency Medical Services or a Bachelor's degree in Fire Science Administration or Management.; Courses require prior approval of the Chief or Chiefs designee. To be eligible for tuition reimbursement the course(s) must be completed with a 2.0, or "C", or better grade. For Associate's degree programs, the rate of reimbursement will be predicated upon the "in state" credit hour rate for classes at the Associate of Arts level established at Portland Community College. For Bachelor's degree programs, the rate of reimbursement will be predicated on the "in state" credit hour rate for classes at the Bachelor of Arts level established at Portland State University. The City will not reimburse for credits based on job experience.
- 25.2 A stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of two (2) years after completion of the reimbursed course(s). Voluntary separation from the City prior to this time period will require that the employee return to the City a portion of the amount received. The employee will be credited one-twenty-fourth (1/24th) of the amount received for each month of completed service after completion of the course for which reimbursement was made, which the employee shall pay in lump sum upon separation from employment, or otherwise as the employee and City might agree. In the event no agreement is reached before the employee's final day of work, the amount owed to the City may be deducted from the employee's final paycheck and may or may not fully satisfy the employees

outstanding balance. In the event that the entire amount of the employee's final paycheck does not satisfy the balance due, the city hereby reserves the right to pursue all legal and equitable means at its disposal to collect such balance due. The City may enter into an agreement between the City and the employee who requests education expense reimbursement in a form attached as Schedule E to this Agreement.

- 25.3 Employees assigned mentorship of an employee completing chief officer training will be paid a premium of three (3%) percent of the employee's base pay for twenty-four (24) hours per shift. The premium will be paid for the duration of the mentorship period. The Chief or Chief's designee shall retain the ability to assign personnel for these training purposes.
- 25.4 Bi-lingual Pay. Employees who are qualified by the Department as bi-lingual in English and Spanish, or a language spoken by over ten (10%) percent of City residents as documented by the most recent U. S. Census, will receive a monthly premium of three (3%) percent of their regular base pay effective the first pay period following satisfactory completion of the testing process. Employees receiving bi- lingual pay will periodically be tested on their proficiency by the Human Resources Department. If an employee is no longer proficient in the language they are receiving premium for, the employee will no longer receive the three (3%) percent incentive.

ARTICLE 26 – MEAL PROVISION

26.1 Meal Provision.

The City derives benefit as a result of the shift employees eating two (2) meals per day on the premises of the City. As a result, the City will provide these two meals per day in the following manner:

- A. The City will pay the Union the per shift employee meal rate, equal to that provided to members of the bargaining unit of rank and file firefighters represented by Local 2210, per on duty battalion chief.
- B. The Union will be responsible to assure that this money is spent only for purchase of foodstuffs and related materials for meals;
- C. The City may also pay equivalent amounts for non-union shift employees, in which case the Union will assure that this money also is spent only as stated in (B) above;
- D. In return for money paid, the Union will assure that each Union employee on duty and each non-union employee for whom the City has paid a meal allowance will be allowed to participate in the meals program, with meals for all covered employees to be the same.

26.2 Payment as required in 26.1 above for meal allowance shall be provided to the Union on or before the last day of the month for the following month. If payment includes payment for any non-union employees, the City shall indicate, at the time of payment, the number of non-union employees per shift covered by the payment.

ARTICLE 27 – STRIKING OR RECOGNIZING PICKET LINE PROHIBITED

27.1 No employee subject to this Contract shall strike or recognize a picket line of any Union or organization while the employee is on duty. For the purpose of interpretation of this section, the term "strike" relates only to on duty conduct and means an employee's refusal in concerted action with others to report for duty or the willful absence from the employee's position or the employee's stoppage of or interference with work of employees or the employee's absence in whole or in part from the full, faithful or proper performance of that employee's duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, compensation, rights, privileges or obligations of public employment. However, nothing herein shall be construed to limit or impair the right of any public employee to lawfully express or communicate a complaint or opinion in any matter related to conditions of employment. Any employee violating this Article shall be subject to disciplinary action.

ARTICLE 28 – SAVINGS CLAUSE

28.1 If any article or section of this Contract shall be held invalid by operation of or determination by a court of competent jurisdiction, by ruling of the Employment Relations Board (ERB) or other administrative agency or be in violation of statute, administrative regulation or constitutional amendment, such article or section shall become null and void and the balance of the Contract shall remain in effect. Both parties shall enter into negotiations for the purpose of renegotiating the affected article or section in accordance with ORS 243.698. Nothing in this Article shall be construed to mean that either party has waived its right to claim the section or article in question does not violate a court or administrative ruling, a law or regulation.

ARTICLE 29 – TERMINATION

29.1 This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2025. This Agreement will be automatically reopened for negotiation of a successor agreement on February 1, 2025. This Agreement shall

remain in full force and effect as the "status quo" during negotiations for a successor agreement.

- 29.2 Any mid-term written agreement entered into by the parties will have language that specifies how long it is in effect. If there is no such language specified in the mid-term written agreement, then it shall end at the conclusion of this current Agreement.

In Witness Whereof, the parties hereto have set the hands this _____ day of _____, 2022.

LOCAL 2210 INTERNATIONAL

ASSOCIATION OF FIREFIGHTERS

CITY OF HILLSBORO

President

City Manager

Vice President

City Recorder

Salary Schedule A DRAFT 11/2/2022

Effective the first day of the pay period which includes July 1, 2022, base salary ranges for the Shift Battalion Chief and 40-Hour Battalion Chief job classifications will be increased by 4% COLA + 1% wage adjustment and is reflected in the table below.

FY 2022-23

Effective 7/1/2022	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Battalion Chief (Shift)	-	-	-	-	128,295	133,427	138,764	144,314
Monthly	-	-	-	-	10,691	11,119	11,564	12,026
Fire Battalion Chief (40-hr)*	-	-	-	-	128,295	133,427	138,764	144,314
Monthly	-	-	-	-	10,691	11,119	11,564	12,026

*Fire Battalion Chief (40-hr) employees shall be paid a 5% shift differential in addition to base salary.

Effective the first day of the pay period which includes July 1, 2023, base salary ranges for the Shift Battalion Chief and 40-Hour Battalion Chief job classifications will be increased by 4% COLA + 2% wage adjustment

FY 2023-24

Effective 7/1/2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Battalion Chief (Shift)	-	-	-	-	135,993	141,433	147,090	152,974
Monthly	-	-	-	-	11,333	11,786	12,258	12,748
Fire Battalion Chief (40-hr)*	-	-	-	-	135,993	141,433	147,090	152,974
Monthly	-	-	-	-	11,333	11,786	12,258	12,748

*Fire Battalion Chief (40-hr) employees shall be paid a 5% shift differential in addition to base salary.

Effective the first day of the pay period which includes July 1, 2024, base salary ranges for the Shift Battalion Chief and 40-Hour Battalion Chief job classifications will be increased by 3% COLA + 1% wage adjustment.

FY 2024-25

Effective 7/1/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Fire Battalion Chief (Shift)	-	-	-	-	141,433	147,090	152,974	159,093
Monthly	-	-	-	-	11,786	12,258	12,748	13,258
Fire Battalion Chief (40-hr)*	-	-	-	-	141,433	147,090	152,974	159,093
Monthly	-	-	-	-	11,786	12,258	12,748	13,258

*Fire Battalion Chief (40-hr) employees shall be paid a 5% shift differential in addition to base salary.

**SALARY SCHEDULE B
HILLSBORO FIRE DEPARTMENT
LOCAL 2210 IAFF BATTALION CHIEF SENIORITY LIST**

No.	Name	Date of Hire	Test Rank (in case of tie only)
1	Nees	2-Sep-97	1
2	Washam	1-Apr-99	1
3	Gregg	1-Sep-99	1
4	Vetsch	1-Jul-01	1
5	Zakrzewski	1-Feb-03	1

SALARY SCHEDULE C

40 HOUR/NON-SHIFT WAGE SCALE PLACEMENT MEMORANDUM OF AGREEMENT (MOA)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the City of Hillsboro (City) and the International Association of Firefighters, Local 2210 (Union).

Recitals:

- The City would like to enhance its ability to effectively recruit candidates for 40-hour/non-shift positions by retaining the ability to place newly hired employees for such positions on higher steps of the Salary Schedule and vacation accrual schedule set forth in the Collective Bargaining Agreement (Agreement) between the City and Union.
- The Union recognizes the value of allowing this practice to continue, subject to terms that are agreeable to both parties.
- The City and Union have reached agreement on the terms governing such placement.
- Additionally, the City and Union have reached agreement on the terms governing the previous Salary Schedule placement for the two current bargaining unit members affected by this MOU that are currently not at Step F of the Salary Schedule. The parties agree the application of these terms to current members is non-precedent setting and applies only to these two individuals.

Terms of Agreement

Effective February 1, 2019, the terms governing the pay scale placement and vacation accrual rate for new hires in 40-hour/non-shift positions, including the positions of Battalion Chief, EMS Training Officer, Fire Training Officer, Fire Inspector I, Fire Inspector II and Fire logistics Technician, shall be as follows:

1. Upon hire into a 40-hour position in the bargaining unit following management's assessment of eligible final candidates, the wage scale will be applied as follows:
 - a. Those meeting minimum qualifications and having less than 60

months of experience in either public or private fire and EMS related professional services that include the performance of essential duties of the same nature as the position advertised for hire will start at Step A of the Salary Schedule in effect at the time of employment and receive one step increase upon successful completion of the first 6 months of service. Those meeting the minimum qualifications and having 60 months or more of experience in either public or private fire and EMS related professional services that include the performance of essential duties of the same nature as the advertised position for hire will start no lower than Step C of the Salary Schedule in effect at the time of employment and receive one step Increase upon successful completion of the first 6 months of service.


- b. Based on management's assessment of a candidate's experience, training, and education, the City reserves the right to offer an equitable starting wage at a Step higher than Step C of the Salary Schedule.
2. Those with past employment as an employee of the City's Fire Department who separated in good standing will start at the salary step in effect at the time of their separation from the City, but at the current monthly salary listed in the Salary Schedule for that step. It is understood that time served in that salary step prior to separation from employment will not be applied for purposes of the employee's advancement to the next step on the Salary Schedule.
3. Upon hire into a 40-hour position in the bargaining unit, the accrual of vacation hours will be applied as follows:
 - a. For those meeting minimum qualifications and having less than 60 months of experience in either public or private fire and EMS related professional services that include the performance of essential duties of the same nature as the position advertised for hire, vacation accrual rates will be earned as set forth for employees with "0 through 60 Months of Continuous Employment" in Section 14.2 of the Collective Bargaining Agreement.
 - b. For those meeting minimum qualifications and having 60 months or more of experience in either public or private fire and EMS related professional services that include the performance of essential duties of the same nature as the advertised position for hire, vacation accrual rates will be earned as set forth for employees with "61 through 120 Months of Continuous Employment" in Section 14.2 of the Collective Bargaining Agreement.

4. The seniority of the new hire will begin upon their date of hire and be based on the length of continuous service in the City of Hillsboro Fire Department as set forth in Section 9.1 of the Collective Bargaining Agreement. For those with past employment as an employee of the City's Fire Department, their seniority will restart and be based on their subsequent date of hire.

5. The parties have mutually identified two current bargaining unit members affected by this MOU and agree that they will be the only employees to have their compensation and placement on the Salary Schedule adjusted. The adjustment to step placement on the Salary Schedule will not be retroactively applied and will not result in retroactive pay. Bargaining unit members currently at Step F that may have been affected by this MOU will not receive retroactive pay. The changes to Salary Schedule placement for the two current bargaining unit members not at Step F will be applied as follows:
 - a. Inspector II Miguel Bautista will be placed at Step F on the Salary Schedule effective the first pay period of February 2019.
 - b. Training Officer Mark Johnson will be placed at Step F on the Salary Schedule effective the first pay period of February 2019.

By signing below, the parties acknowledge that they have reviewed this Memorandum of Agreement and have voluntarily agreed to all of the terms set forth above.

FOR THE CITY OF HILLSBORO:




 Signature Robby Hammond
 City Manager

2/6/19

 Date

FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2210:



 Signature Eric Keim President

2/4/19

 Date

**SALARY SCHEDULE D
REIMBURSEMENT OF TRAINING FUNDS AGREEMENT**

Pursuant to the terms set forth in Article 25, Section 25.5 of the current Collective Bargaining Agreement (CBA) between the City of Hillsboro, Oregon, (City) and the Hillsboro Fire Fighters Association , IAFF Local 2210 (Union), the below-listed employee has individually entered into this agreement for the Reimbursement of Training Funds as set forth below.

Therefore, ____ (“employee”), who is employed by the City of Hillsboro in the Fire Department and the City (collectively “the parties”) enter into the following Reimbursement of Training Funds Agreement, this ____day of _____, 20__.

RECITALS:

1. Periodically an employee desires to further their college level education or advance professionally through paramedic training or other job related education.
2. Pursuant to the terms of Section 25.5 of the current CBA between the Union and the City this college level education or paramedic training is provided to the employee at the City's expense for the purpose of obtaining higher caliber Fire and EMS services throughout the Fire Department.
3. Employee desires to obtain education and training which the City desires to facilitate through funding.

IT IS AGREED:

1. The employee desires to enroll in and complete the following college level education or paramedic training.
2. The City will pay the following college level educational expenses or paramedic educational expenses.
3. Employee agrees to remain employed for twenty-four (24) months following the completion of the education or training described above, hereinafter referred to as the "service requirement".
4. If employee voluntarily terminates employment with the City before the completion of the twenty-four (24) month service requirement described in paragraph 3, above employee agrees to reimburse the City for each unfulfilled month of the service requirement, by repaying to the City 1 /24th of the cost incurred by the City as set forth in paragraph 2, above for each month short of twenty-four (24) months.
5. These costs shall be deemed a loan for the employee's benefit which shall become due and payable, in full, as provided for under the terms of this Agreement. In the event employee does not choose to pay the loan balance in cash on or before the

effective date of the ending of employee's employment, the City may deduct a lawful amount from the employee's final paycheck, which is deemed in employee's interest and for employee's benefit. (The employee's final check may not be less than the minimum wage for hours worked during the payroll period.)

6. Paragraphs 4 and/or 5 of this Agreement shall not apply:
 - a. If employee is dismissed by the City during employee's probationary period or if employee is dismissed for cause after Firefighter's probationary period but before the end of the service requirement, provided that paragraphs 4 and 5 shall nevertheless apply if employee's dismissal is the result of willful conduct calculated to avoid employee's obligations under this Agreement; or
 - b. Employee resigns from the City's employment to pursue another career field and does not obtain employment with another public safety agency within the State of Oregon within one (1) year from the date of employee's resignation.
 - c. Employee is laid off.
 - d. Employee is called to active military service.
7. In the event employee is granted a leave of absence without pay, then the period of service requirement under this Agreement shall be extended by the number of weeks of the leave of absence.
8. This Agreement is entered into by the parties as a condition of the City's offer of college level education payments or paramedic training payments and as employee's written indication of acceptance. This Agreement is consistent with the CBA between the City and the Union and has been approved by the City and the Union. This Agreement is effective from the date signed by the City and the employee, and shall remain in effect until all obligations provided for have been met.
9. If any provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement. This Agreement is governed by the laws of the State of Oregon.

DATED this _____ day of _____, 20_____.

City of Hillsboro

Employee

By: _____

Print Name _____

SALARY SCHEDULE E
RETIREE WORK BACK PROGRAM

1. Schedule E covers the rehiring of retirees working in IAFF battalion chief bargaining unit positions only.

2. Effective from the date this CBA is ratified and adopted by City Council and as allowed by PERS, an employee working in an IAFF battalion chief bargaining unit position who is eligible for full retirement under the applicable laws and rules governing the Oregon Public Employees Retirement System ("PERS"), and who elects to voluntarily retire from the City in good standing, as determined by the City, and begin collecting retirement benefits at normal retirement age through PERS may request to return to employment to perform work generally reserved for the IAFF bargaining unit subject to this MOA. The City is not required to, but may at its sole discretion, rehire the retiree. This language will stay in effect in accordance with the state legislature.

3. For purposes of this MOA, an employee working subject to the terms of this MOA will be referred to as a "Work Back Retiree" employee.

4. Employment as a Work Back Retiree must begin after the employee has officially retired as determined by PERS (and applicable laws and rules), but not later than 14-days after the employee's retirement date. The maximum term of employment for a Work Back Retiree under this Agreement is up to (3) three (6) six month Work Back periods for a total of (18) eighteen months. The City may end the Work Back Retiree's employment at any time within a six-month Work Back period or at the conclusion of any of the six (6) month periods. The MOA in no way guarantees the Work Back Retiree will work for the full six months or the full potential maximum of (18) eighteen months.

5. The maximum number of Work Back Retiree employees allowed on a semi-annual basis is two. The semi-annual Work Back periods are January-June and July- December.

6. If the intent to retire notices exceed the maximum number of employees allowed during a Work Back period, Department seniority will determine eligibility when candidates are equally qualified. Seniority is based on the employee's total service with the Department. This paragraph is subject to the other terms of this MOA, including but not limited to it being in the

City's sole discretion whether to fill a position with a Work Back Retiree and whether the Work Back Retiree resigned/retired in good standing as determined in the City's sole discretion.

7. The Parties agree the intent is for the Work Back employee's classification and work hours to be to the same as what the employee worked preceding retirement. Compensation will be based on the employee's classification at the non-PERS rate as outlined in the parties current Salary Schedule in effect at the time of the Work Back Retiree's employment.
8. Work Back employees are not IAFF bargaining unit members. The terms of the Parties' CBA, unless referenced in the MOA, will not apply to any Work Back employee, including but not limited to the contractual "just cause" disciplinary standard.
9. Work Back employment is "at will" and subject to any applicable employment law and/or applicable City policies and rules. The City may end a Work Back Retiree employee's employment at any time for any lawful reason.
10. Although Work Back Retiree employees are not IAFF bargaining unit members, the City will deduct Association dues upon written authorization from the employee as permitted by law.
11. Work Back Retiree employees injured on or off the job will be provided their rights under the appropriate state and federal medical leave laws and Workers' Compensation.
12. While the decision of whether to rehire a retiree under this MOA remains within the sole discretion of the City, the following are examples of criteria that will disqualify a retiree from being considered for any Work Back Retiree employment:
 - a. Last chance agreement within the past 5 years of employment;
 - b. Work improvement or other corrective action plan within the past 3-years of employment;
 - c. More than one written reprimand or higher level of disciplinary action within the last three years of employment;
 - d. Employee being the subject of a disciplinary investigation that is ongoing or about to commence;
 - e. Inability or ineligibility, for any reason, to begin work as a Work Back Retiree employee on the date desired by the City;

- f. Employee has previously rescinded a retirement announcement.

The above referenced criteria apply from the time the employee notifies the City of an intent to retire, and during the period the employee awaits retirement, up to and including the employee's last day of work before retirement.

- 13. The Association acknowledges that Work Back Retiree employees may perform bargaining unit work, as negotiated in this MOA, regardless of any provision of PECBA or the parties' collective bargaining agreement that may provide otherwise, including but not limited to Article 1 (Recognition and Probation) and IAFF will not grieve such work.

- 14. Employees eligible for full PERS retirement and who are retiring at normal age (as determined by PERS applicable rules and laws) who wish to request Work Back Retiree employment must submit a written request to the Fire Chief at least ninety (90) calendar days prior to the employee's retirement date. The City will provide a Work Back Retiree job offer letter and employees must sign and return the letter to the City within two calendar weeks of receiving the document. The signing of the job offer letter shall constitute a notification of the intent to retire on the date specified in the employee's written work back request.

Notwithstanding any other term in this Agreement, eligibility for Work Back Retiree employment will be at the City's sole discretion for employees who submit an accepted Work Back Retiree job offer letter to the City and subsequently rescind their retirement.

- 15. If there is a conflict between the terms of this MOA and PERS laws or rules, the applicable PERS laws or rules will prevail and they will govern this MOA.

- 16. Work Back Retiree employees will move to the bottom of the overtime bucket.

- 17. Work Back Retiree employees will accrue holiday, sick leave and vacation leave in accordance with Articles 12, 13 and 14 of the parties' collective bargaining agreement. However, sick leave benefits that are reported to PERS to increase retirement benefits for Tier 1 & 2 retirees will not be reinstated. Accrued vacation, holiday, and comp time will be cashed out at 1:1 upon the expiration of the employee's last Work Back period. Work Back Retiree employees will be eligible for the deferred comp match outlined in Article 24.

18. Health insurance will be provided as agreed upon in Article 21 of the collective bargaining agreement, including the VEBA contribution. Employees will be given a form to authorize deduction of their portion of the premium and must submit the signed authorization to the City in order to participate in the medical, dental and vision plans. Work Back Retiree employees will also be eligible for the Healthy Hillsboro program.

19. Should all or parts of this MOA be deemed illegal, the parties agree to reopen this MOA to address the affected terms.

Consistent with current law, this MOA shall automatically cease to exist on June 30, 2025 without any bargaining. The parties understand and agree that they are waiving their right to bargain regarding the decision or impact of the decision to discontinue this MOA on June 30, 2025.

Should the Oregon State Legislature extend the period of work back that is offered under Senate Bill 1049, the parties agree that work back shall be a subject of successor bargaining and that any employee working under this MOA upon expiration of the contract (June 30, 2025) shall be permitted to continue to work back under the terms of this MOA pursuant to the status quo provision contained in Article 29.1 of the parties' collective bargaining agreement.