

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.

- b. 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.
 - c. 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