

CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
RANK & FILE BARGAINING UNIT
COLLECTIVE BARGAINING AGREEMENT
for the period
July 1, 2023 through June 30, 2027

**2023-2027 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

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2023-2027 CONTRACT

CITY OF HILLSBORO AND LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SCHEDULES

- A Monthly Base Pay
- B Local 2210, IAFF Seniority Listing
- C Hillsboro Fire Department Seniority List *Intentionally Left Blank*
- D Reimbursement of Education Funds Agreement
- E Medical, Dental & Vision Plans
- F Retiree Work Back Program

2023-2027 CONTRACT

CITY OF HILLSBORO AND LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

PREAMBLE

This Contract, entered into by the City of Hillsboro, Oregon, hereinafter referred to as "City", and LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as "Union", has as its purpose the following: the assurance of sound and mutually beneficial working and economic relations between the parties; the establishment of an orderly and peaceful means of resolving any misunderstandings or differences which may arise; provision of quality and economical municipal services to the public; and the memorialization of the full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

IT IS AGREED:

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. For the purpose of this Contract an employee shall be an employee who works a regularly scheduled week of twenty-eight (28) hours or more. All reference to employees in this Contract shall be construed to mean employees in the classifications listed below. The bargaining unit shall consist of the following classifications:

- A. Fire Captain
- B. Training Captain
- C. Fire Lieutenant
- D. Training Lieutenant
- E. Fire Engineer
- F. Firefighter
- G. Deputy Fire Marshal II
- H. Deputy Fire Marshal I
- I. Fire Logistics Technician

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.

Newly hired Recruit firefighters will have their training and work schedules assigned as deemed by Management. This includes the application of holiday leave and personal leave during the recruit training period.

1.5 An employee promoted to a higher classification 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 employer'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 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 the employee will be returned to their former position when a position becomes available.

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 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. The City met the requirements related to FLSA overtime at the one (1) shift off per every eighteen (18) shifts worked. The change from one (1) in eighteen (18) shifts off to one (1) in nine (9) shifts is a way to compensate employees using time-off versus additional pay.

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.

The City will maintain authority to determine the assignment of all Kelly Day shifts. Management is responsible for determination of Kelly slots when a shift employee has been reassigned or promoted.

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 regular employees assigned to a forty (40) hour work schedule shall be either Monday through Thursday or Tuesday through Friday with the specific assignment made by Chief or Chiefs 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 firefighter may only trade with a firefighter; an engineer may only trade with an engineer; a lieutenant or captain may only trade with a lieutenant or captain. Chief or Chiefs designees may approve exceptions to this on a case by-case basis if operational requirements warrant.
- 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; (i.e. if an engineer has a day off scheduled and a firefighter is scheduled to work out of class as acting engineer, that firefighter may only trade shifts with another firefighter who can work out of class as an engineer;) 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. Whenever trade time is being used the employee will make a reasonable attempt to notify the supervisor of the trade a minimum of forty-nine (49) hours prior to the shift for which the trade is effective.

E. An employee working the trade shift that subsequently is put in a position for which incentive pay is to be paid (i.e. Rescue Premium, Inconvenience Pay, Work-Out-Of-Class) shall have the incentive pay recorded in Telestaff for payment to the employee who actually worked the trade shift.

F. Preference is to trade paramedic for paramedic, EDP and ODP first.

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 = 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 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 within the bargaining unit shall be paid at the same step in the new salary range immediately upon assuming the new position. Promoted employees shall serve a six (6) month probationary period. Upon successful completion of the six (6) month probation, employees will be moved to the next step on the 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 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 Position Change: When an employee changes to a position in a different classification within the bargaining unit, the employee shall be paid at the same step in the new salary range immediately upon assuming the new position. If the employee is not at top step, the effective date of the new position becomes the date from which future annual step increases occur.
- 7.6 It is the intent to have a qualified Fire Investigator available 24/7.
- A. Duty Period. In order to provide effective after-hours response, Deputy Fire Marshal I and II's will be assigned to on-call fire Investigator duty periods of a one week duration on a rotating basis, from Friday to the following Friday. The City will make every reasonable effort to assign work in such a manner as to assure parity of on-call duty and utilize a minimum 4-person rotation. Deputy Fire Marshal I and II' s will be placed on the rotation by first soliciting volunteers and then making assignments based on reverse seniority, if necessary, to meet the 4- person minimum. The Chief or Chiefs designee shall project a minimum three (3) month schedule assigning on-call duty periods.
- B. Duties. During an assigned on-call duty period, the Investigator will remain available by pager in order to respond to emergency calls. The on-call Investigator may take home a City vehicle during the on-call duty period at the Investigator's option. The Investigator will be free to use the on-call time for personal activities, so long as the Investigator remains available by pager and for response within fifteen (15) minutes. If the on-call Investigator knows they will be unavailable during their on-call assignment, it will be the Investigator's responsibility to arrange for back-up coverage and notify the Chief or Chiefs designee. In the event of an illness or personal emergency for the on-call Investigator, the Chief or Chiefs designee may force another Deputy Fire Marshal I or II to cover on-call. Forced on-call assignments will be ordered in a manner that assures parity in the number of forced hours between individual Deputy Fire Marshals I and II's. On-call Investigators will make all reasonable efforts to obtain back-up coverage and avoid forced on-call assignments.

- C. On-call Rates of Pay. Personnel assigned the duties of fire investigation on-call shall receive an amount equal to zero point one five (0.15%) percent of monthly top step Deputy Fire Marshal I and II base pay for each hour of on-call as compensation. On-call compensation is not intended to be compensable for overtime purposes under the Fair Labor Standards Act (FLSA). To the contrary, it is the intention of the parties that on-call time will not be counted as hours worked for overtime purposes under the FLSA. The parties agree that the hours of standby time will not be used in calculating an Investigator's overtime rate.

7.7 Deputy Fire Marshal Phone Calls. If an off-duty or on-call Deputy Fire Marshal receives a phone call from a Chief Officer or an employee at the direction of a Chief or Chiefs designee that is related to his/her work, the Deputy Fire Marshal shall be compensated with fifteen (15) minutes of compensatory time per phone call, so long as the phone calls are not within fifteen (15) minutes of each other. If a phone call lasts longer than fifteen (15) minutes, the Deputy Fire Marshal shall be compensated in compensatory time to the nearest fifteen (15) minutes, rounded up. The obligation to provide compensatory time does not apply to employees who receive a call to check the availability for callback or shift coverage. Under no circumstances shall phone call compensation be received twice for the same hours.

7.8 Detailed Shift Employee: As needed, per the below requirements. The work period is defined in Article 6.2. This assignment duration will be a mutually agreed upon length of time as it pertains to this section, but will normally not exceed two (2) years, although personnel may voluntarily extend additional time with the approval of the Chief or Chiefs designee.

- A. Detailed shift employee will be on a voluntary basis. Nothing in this section limits the ability of the City to provide light-duty work for shift employees in the Training Division.
- B. Detailed shift employee will receive a five (5%) percent incentive above the base pay of their current rank.
- C. Detailed shift employee will maintain their current EMT rating and incentives.
- D. Detailed shift employee serve at the discretion of the Chief or Chiefs designee. This is a detailed position, and is not considered a promotion.
- E. Detailed shift employee may work back at their qualified suppression rank positions.

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:
- A. For Shift Employees
 - 1. 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 up 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).
 - B. 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 up 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. (E.g. 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 hired prior to September 1, 1994 shall be allowed to accumulate no more than four hundred eighty (480) hours of compensatory time for shift employees and three hundred fifty (350) hours for regular employees. Employees hired on or after September 1, 1994 shall be allowed to accumulate no more than seventy two (72) hours of compensatory time for shift employees and eighty (80) 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 eighty (80) hours will be cashed out in accordance with Article 14.9.A.1.
- 8.7 Employees will give ten (10) days' notice for use of compensatory time off. Only the Chief or Chief's designee may authorize use of compensatory time off and then only if adequate coverage can be provided. Compensatory time off will be taken in no less than one (1) hour blocks of time. Employees requesting compensatory time off with less than ten (10) days' notice or time that is less than twelve (12) hours must find their own coverage as listed in Policy 334. Phone contact with the Chief or Chiefs designee is required for approval. All members are required to give at least nine (9) days' notice to Chief or Chiefs designee of intent to cancel the scheduled compensatory time off. In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (eighty (80) hours), in the case of a regular employee, a Chief or Chiefs designee may require that not more than ten (10) working shifts or days may be consecutively taken but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.

The number of shift employees on scheduled leave will be administered per department policy 334 Shift Personnel Leave and Coverage. This Policy will not be changed without express written consent of both parties.

The City agrees to allow union members hired prior to September 1, 1994 a once-a-year option, during the second pay period of November to sell back compensatory time.

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. Test Rank is defined by the hiring process.
- 9.2 In cases of layoff, seniority will govern, except as provided in Section 9.8 of this Contract.

- 9.3 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:
- A. 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;
 - B. 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;
 - C. 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.
- 9.4 If an employee is off work under Section 9.3 of this Contract and, in the case of Section 9.3 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.
- 9.5 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.
- 9.6 An employee who resigns or is discharged for just cause shall immediately forfeit all seniority previously accrued.
- 9.7 The current seniority list is attached as Exhibit B. This list is effective July 1, 2023. Changes to this list due to terminations 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.
- 9.8 Layoffs will occur by job classification in inverse order of seniority. If an employee is laid off, any employee displaced by layoff or bumping may "bump" a person with less seniority in a previously held classification if the former person can, at the time of the layoff, meet the current minimum qualifications.
- 9.9 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. An employee who is recalled to a position not held previously shall serve in a probationary capacity for the full probationary period of a new employee"" 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 according to seniority. A refusal of recall shall constitute voluntary termination and such employee shall lose their layoff status privileges and seniority.

ARTICLE 10 - HIGHER CLASSIFICATION

10.1 Any time any employee is assigned to fulfill the duties and responsibilities of a position in a higher classification than the employee's own position for one (1) or more full twenty-four (24) hour shifts or any portion or fraction of a shift in excess of four (4) hours, that employee shall be paid at the following schedule:

A. Effective the first pay period after ratification of the contract, a Firefighter working out of class as an Engineer will receive eight and one quarter (8.25%) percent of their current base pay.

Effective the first pay period which includes July 1, 2024 a Firefighter working out of class as an Engineer will receive nine and one quarter (9.25%) percent of their current base pay.

Effective the first pay period which includes July 1, 2025 a Firefighter working out of class as an Engineer will receive eleven and one quarter (11.25%) percent of their current base pay.

B. An Engineer working out of class as a Lieutenant will receive eight (8.0%) percent of their current base pay.

C. Effective the first pay period after ratification of the contract, a Firefighter working out of class as a Lieutenant will receive sixteen and three quarters (16.75%) percent of their current base pay.

Effective the first pay period which includes July 1, 2024 a Firefighter working out of class as a Lieutenant will receive seventeen and three quarters (17.75%) percent of their current base pay.

Effective the first pay period which includes July 1, 2025 a Firefighter working out of class as a Lieutenant will receive nineteen and three quarters (19.75%) percent of their current base pay.

D. A Lieutenant will not work out of class as a Captain.

E. A Lieutenant or Captain working out of class as a shift Battalion Chief will be compensated at the shift Battalion Chief hourly pay rate and at the shift Battalion Chief pay step that is equal to the Lieutenant's or Captain's pay step.

F. Lieutenants or Captains working out of class as a shift Battalion Chief will be used either as stated in Policy 337, Battalion Chief Leave and Coverage or to supplement staffing as a second shift Battalion Chief. Lieutenants working out of class shall not be used to replace, eliminate, reduce, or supplant shift Battalion Chiefs.

G. Lieutenant or Captain who works out of class as a shift Battalion Chief will remain subject to the terms and conditions of the collective bargaining agreement governing Lieutenants.

If such temporary assignment is to a position outside the bargaining unit, it is understood that the employee shall be subject to the conditions of employment which apply to employees in a similar position. During a temporary assignment to a position outside the bargaining unit, the employee will continue to pay monthly dues as uniformly charged by the Union in accordance with Article 3.

10.2 An employee, who is assigned to a higher classification as set forth in Section 10.1 of this contract, will be considered promoted and permanently assigned to that higher classification only when so designated in writing by the Chief or Chiefs designee.

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
- One (1) pair of physical training shoes - one hundred twenty (\$120.00) dollars maximum per pair once every one (1) year
- One (1) pair of station shoes – one hundred forty (\$140.00) dollars maximum every two (2) years
- One (1) uniform belt
- One (1) uniform jacket
- Two (2) badges
- One (1) nametag
- Two (2) pair of shorts
- Two (2) sweatshirts
- Five (5) t-shirts
- One (1) hat

(Bargaining Note: Increase on t-shirts and removal of workout shirts intended to match current practice.)

ARTICLE 12 - HOLIDAYS

12.1 Shift employees who are members of the bargaining unit shall receive four and one half (4.5) 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 Employees will be expected to give ten (10) days' notice for use of holiday time off. Only the Chief or Chiefs designee may authorize use of holiday time off and then only if adequate coverage can be provided. Holiday time off will be taken in no less than one (1) hour blocks of time. Employees requesting holiday time off with less than ten (10) days' notice or time that is less than twelve (12) hours must find their own coverage as listed in Policy 334. Phone contact with the Chief or Chiefs designee is required for approval. All members are required to give at least nine (9) days' notice to their Chief or Chief's designee of intent to cancel the scheduled holiday time off. In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (eighty (80) hours), in the case of a regular employee, the Chief or Chiefs designee may require that not more than ten (10) working shifts or days may be consecutively taken, but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.
- 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, if required by management at the time of sign up. When shift coverage is required, the employee shall provide management the name of the covering employee before the leave is entered on the schedule. An employee providing coverage for a holiday shall not have their overtime shift cancelled without their consent. The limit of employees off per shift in Section 12.7 shall not apply to these holidays.
- 12.7 The number of shift employees on scheduled leave will be administered per department policy 334 Shift Personnel Leave and Coverage. This policy will not be changed without the express written consent of both parties.

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:

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

- B. 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.

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

- D. 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.

- E. 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.

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

- G. For other reasons as required by OFLA, Paid Leave Oregon 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. The City shall also grant paid leave in accordance with City policy and Paid Leave Oregon 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 authorized by a qualified treating physician to receive temporary disability benefits continue to receive their regular straight time salary (referred to as "pay continuation") for a period of up to 90 consecutive days from the date those benefits are authorized. 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 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. If the employee is unable to return to work after all leave accruals have been exhausted, the City and the employee will engage in the interactive ADA process

as described in City policy 6.3, to identify if the City is able to provide reasonable accommodations, which may include sick leave without pay.

- 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. Such time will run concurrently with bereavement leave provided under OFLA. 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 providers 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.
- 13.10 Paid Leave Oregon. The City will comply with its obligations under Paid Leave Oregon consistent with applicable law and City policy.

ARTICLE 14 - VACATION LEAVE

- 14.1 Vacation benefits shall be earned by all full-time shift employees at the following rate, beginning at the expiration of minimum six (6) months probation, and in the instance of those shift employees carried beyond the probationary period the accrual time shall commence with the original date of employment:

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

- 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 (ie. recruit academy) 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 Employees will be expected to give ten (10) days' notice for use of vacation time off. Only the Chief or Chiefs designee may authorize use of vacation time off and then only if adequate coverage can be provided. Vacation time off will be taken in no less than one (1) hour blocks of time. Employees requesting vacation time off with less than ten (10) days' notice or time that is less than twelve (12) hours must find their own coverage as listed in Policy 334. Phone contact with the Chief or Chiefs designee is required for approval. All members are required to give at least nine (9) days' notice to their Chief or Chiefs designee of intent to cancel the scheduled vacation time off.

In case such request exceeds ten (10) working shifts, in the case of shift employees, or ten (10) days (eighty (80) hours), in the case of a regular employee, the Chief or Chiefs designee may require that not more than ten (10) working shifts or days may be consecutively taken, but must base such decision upon the premise that the extended absence would seriously affect the efficiency of the Department.

The number of shift employees on scheduled leave will be administered per department policy 334 Shift Personnel Leave and Coverage. This policy will not be changed without the express written consent of both parties.

14.6 Vacation time approval shall be based upon the principle of "first come, first served" and, in the occasion of requests for the same days off, the employee with seniority shall be given preference, subject to the provisions of 14.7.

14.7 When more than one employee desires the same period, the employee with seniority shall be limited to bumping of one vacation shift for each calendar year, for each employee with less seniority, provided that a minimum of ten (10) days' notice is given.

14.8 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.

14.9 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 - $173.33/240 \times 0.72$ }

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.

2. 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). 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 January 1, 2023 the City will annually provide thirty-six (36) hours of paid personal leave to shift personnel, and twenty (20) hours of paid personal leave to forty (40) hour personnel. Twelve (12) of the thirty-six (36) hours for shift personnel and ten (10) of the twenty (20) hours for forty (40) hour personnel are in lieu of additional holiday time off being included in Article 12 for the purpose of recognizing the Day After Thanksgiving City holiday.

- 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
- E. Newly hired employees will have their Personal Leave accrual hours pro-rated based on their month of hire as follows:

1. Hired January 1 through June 30, employee will accrue thirty-six (36) or twenty (20) hours as applicable based on work schedule
2. Hired July 1 through November 30, employee will accrue twenty-four (24) or ten (10) hours as applicable based on work schedule
3. Hired December 1 through December 31, employee will not accrue any Personal Leave for that calendar year

F. When an employee switches work schedules, PL will be converted as follows:

1. The thirty-six (36) hours of PL accrued on the shift schedule will be converted to twenty (20) hours
2. If twenty-four (24) hours of PL accrued on the shift schedule is unused before the work schedule change, it will be converted to ten (10) hours
3. The twenty (20) hours of PL accrued on the 40-hour work schedule will be converted to thirty-six (36) hours
4. If ten (10) hours of PL accrued on the 40-hour work schedule is unused before the work schedule change, it will be converted to twenty-four (24) hours
5. 40-hour employees can use PL in one (1) hour blocks of time. If at the time of work schedule change a 40-hour employee has less than twenty (20) hours of PL, the remaining PL hours will be converted to twelve (12) hours of PL. PL less than ten (10) hours accrued by a 40-hour employee must be used before the date of the work schedule change or the employee will forfeit those PL hours

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 Chiefs 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. As part of the request, employees will indicate the specific academic accomplishment for which they are requesting educational leave. 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 Chiefs 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 Chiefs 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) six (6) 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.

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. Members of the Bargaining Unit 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. Disciplinary action shall be for just cause. The discipline and the procedure by which it is administered shall not violate this Contract. Discipline includes the following steps, or such other actions as are appropriate to the circumstances of the violation and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
- 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 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.

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. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of 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 Chiefs designee has reason to discipline an employee the Chief or Chiefs 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 upon the employee as a result of the underlying incident, 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 and 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.

- (2) 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 three (3), shall lose neither time nor pay for time spent in such conferences.

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

- 21.1 The City agrees to provide family medical, dental, and vision insurance coverage and pay the premium for this coverage. For the term of this agreement, the coverages will be as referenced in Attachment E.

Effective the first pay period after ratification of the contract, 2024 (and through the duration of the contract), employees shall pay seven and one-half (7.5%) percent not to exceed one hundred forty-five (\$145.00) dollars of the medical, dental and vision premiums on a composite basis, and the City shall pay the remaining premium.

The Union agrees to participate fully in the City-established Employee Benefits Committee in recognition of the significance of health insurance costs as an aspect of total compensation.

- 21.2 The City shall notify the Union prior to a change to a different plan, and shall make available to the Union, a summary of the existing plan and the proposed plan, with a comparison done by the City agent of record arriving at an equal to or better than the current plans referenced in Attachment E. The City agent of record shall consider the limits of the coverage provided in determining whether a proposed plan is equal to the plans referenced in Attachment E. The City agrees to meet with the representatives of the bargaining unit to discuss any proposed change from the Plans named in Attachment E before implementing such a change.
- 21.3 If the Union, through a qualified insurance agent, determines the City's proposed plan is not equal to or better than the existing plan, they shall so notify the City within fifteen (15) calendar days of the Union's receipt of the notice and plan comparison from the City. The City and the Union may then mutually agree to negotiate the matter of coverage, or may submit the question of whether the plans are at least equal to a panel of three (3) agents for a final and binding determination under the provisions of Section 21.4.
- 21.4 The panel referenced in Section 21.3 shall consist of one (1) qualified insurance agent designated by the City, one (1) qualified insurance agent designated by the Union, and a

third qualified insurance agent mutually agreed upon by the insurance agents representing the City and the Union. If a majority of the panel agrees that the plans are equal, or the new plan is better than the existing plan, the proposed plan will be so considered, and the City may implement the change to that plan. If a majority of the panel agrees that the plans are not equal, or the proposed plan is not better, the City may continue the coverage under the existing plan, may propose another equal or better plan, subject to the procedure of Section 21.2, or may negotiate the proposed change in coverage with the Union before implementing such a change.

21.5 The City shall have no obligation to impact bargain changes initiated by the insurance providers to the Health and Welfare plans listed in Attachment E unless the cost impact to an employee and/or the employee's dependents results in an out of pocket cost to the employee and/or the employee's dependents in excess of two hundred fifty (\$250.00) dollars per plan year. This waiver of impact bargaining by the Union will not apply to changes to deductibles or co-pays. The City agrees that the above impacts bargaining waiver does not allow the City to unilaterally increase the stop loss amounts of the current Health and Welfare plans.

21.6 VEBA Contribution

A. Each month, the City will contribute two (2.0%) percent, in addition to other compensation, of an employee's base salary to the VEBA plan for use by an employee, at their option, for either pre or post-retirement eligible expenses.

ARTICLE 22 - FITNESS AND WELLNESS

22.1 The City and the Union agree it is essential that all uniformed personnel maintain a high level of fitness and wellness for the safety of the individual and the community they serve.

22.2 The fitness and wellness program is implemented as a mandatory, non-punitive program where all uniformed personnel work to improve his or her health and wellness, competing only with themselves. The results of medical assessments and fitness evaluations shall remain confidential and shall not be considered just cause for disciplinary action.

22.3 An exercise period of 60-90 minutes is recommended for shift employees during every 24-hour shift. For regular (40-hour) employees, 60 minutes two (2) times per week during normal business hours is recommended.

22.4 The City and the Union agree to establish a physician to act as the Department Occupational Health Physician. The agreed upon physician shall keep and maintain all employee records as confidential. The City shall receive aggregate information only as allowed by HIPAA.

22.5 The City and Union agree that a comprehensive medical assessment (physical) shall be conducted annually. An annual medical examination is an integral element of the fitness and wellness program that provides invaluable health status assessments of both the individual and department.

- A. Medical assessments by a qualified physician shall be made available during on-duty hours.
- B. All employees shall participate in the fitness and wellness program annual medical assessment and other mandated follow-up. However, the employee may choose to have their personal physician conduct their follow up examination.
- C. When directed to participate in the mandated medical assessment off duty the member will be compensated by 2 hours of overtime for travel and assessment time. The cost of the physical will be paid by the City.

22.6 Fitness Evaluations

- A. All uniformed personnel shall participate in an annual fitness evaluation.
- B. Peer Fitness Trainers will develop and conduct the annual fitness assessment. The annual fitness assessment will be based on guidance from IAFF/IAFC Joint Wellness Fitness Initiative. The annual fitness assessments are non-competitive and confidential between the peer trainer and the member.

22.7 The Health and Safety Committee will provide an annual progress report to the Labor Management Committee regarding the fitness and wellness programs.

ARTICLE 23 - LIFE INSURANCE

23.1 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.

23.2 If any physical examination is required to provide such life insurance, the City will provide such examination.

ARTICLE 24 - LIABILITY INSURANCE

24.1 The City shall comply with ORS 30.285 and 30.287.

ARTICLE 25 - RETIREMENT PLAN

- 25.1 The City agrees to remain a member of Public Employees Retirement System (PERS) of the State of Oregon, and its successor.
- 25.2 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 hereby 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.
- 25.3 In accordance with plan requirements, employees who elect and contribute a minimum of 1% of their base salary per pay period into a City administered 457 Plan are eligible to receive a 1% employer match of their base salary per pay period beginning with FY 20-21. The match will be placed into a 401(a) deferred compensation plan each pay period as long as the member contributes a minimum of 1% of their base salary per pay period into their deferred compensation plan. This increases to a 2% employer contribution match per pay period with a minimum 2% employee contribution per pay period beginning FY 21-22. Should employees stop their 2% contribution per pay period, the City's match will cease. Contributions less than the full 2% will not be eligible for a match.

Employees who are newly hired 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.

ARTICLE 26 -TRAINING AND ADVANCE DEGREE INCENTIVE

- 26.1 Upon receipt of proof of Emergency Medical Technician certification by the City, the City shall pay an additional percentage of base salary for each level of Emergency Medical Technician Achievement, according to the following schedule:

Intermediate	5%
Paramedic	10%

Effective the pay period beginning June 24, 2024, the Paramedic premium will increase three (3%) percent, from ten (10%) percent to thirteen (13%) percent.

An employee who is a Deputy Fire Marshal or Fire Logistics Technician will not be eligible for EMT premiums. An employee who is a Training Captain or Training Lieutenant is eligible for EMT premiums. All newly hired firefighter employees to the Hillsboro Fire

Department are deemed to be on probation for twelve (12) successive months, from their last date of hire. For the first four (4) months of their probation period, which includes their initial training period, they are not eligible to receive an additional percentage of base salary for the appropriate level of Emergency Medical Technician Achievement: Intermediate five (5%) percent and Paramedic ten (10%) percent.

Upon completion of the initial four (4) month fire training period assignment to the shift schedule, the employee is now eligible to submit proof of Emergency Medical Technician certification (Intermediate or Paramedic) to the City. The City shall then pay an additional percentage of base salary to the member showing proof of Emergency Medical Technician certification - Intermediate or Paramedic.

- 26.2 For no more than three (3) members of the bargaining unit at a time, the city shall reimburse employees the cost of tuition for a maximum of six (6) 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. To be eligible for reimbursement, courses must be pre-approved by the Chief or Chief's designee. To be eligible for tuition reimbursement, the course(s) must be is 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. Employees shall be required to utilize their leave banks or trade time to attend courses.
- 26.3 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 (1/24 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 employee's 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 D to this Agreement.
- 26.4 Patient Transport Premium
The three (3%) percent Patient Transport Premiums will be managed in accordance with Policy 507 (Patient Transport Premium).

- 26.5 Training Captain and Training Lieutenant will be paid a premium of five (5%) percent of the employee's base pay while assigned to the 40-hour schedule.

Suppression personnel, identified as "Trainers" by the Chief or Chief's designee, during the initial training period will be paid a "Trainer" premium of five (5%) percent of the employee's base pay for the hours assigned in a Trainer capacity. Employees covering the shift of an assigned Trainer will be paid a "Training" premium of three (3%) percent of the employee's base for pay the hours assigned in that capacity.

Suppression personnel identified as Trainers during the recruit training period will be paid the five (5%) premium only when training the recruit firefighter assigned to their station and their shift. In all other instances, Trainers will be considered employees covering the shift of an assigned Trainer and will be paid a "Training" premium of three (3%) percent of the employee's base pay for the hours assigned in that capacity.

Employees serving in a mentorship assignment (probationary firefighter training, new paramedic mentorship, Engineer development, Officer development, Deputy Fire Marshal development, etc.) will be paid a Training premium of three (3%) percent of the employee's base pay for the hours assigned in a Training capacity.

For the hours assigned in a training or mentorship capacity as identified above less than 24 hours, the employee will be paid the appropriate premium for those hours assigned. The premium will be paid for the duration of the training period or until the mentorship period is achieved. The Chief or Chiefs designee shall retain the ability to assign personnel for these training purposes.

26.6 Tech Rescue Premium

Suppression personnel assigned to the Tech Rescue Team will be paid a premium of five (5%) percent of the employee's base pay for twenty-four (24) hours per shift. When the Tech Rescue Team is activated, the employees are compensated as per Article 8.5. The activation of the off-duty personnel is at the discretion of the Chief or Chiefs designee.

26.7 Bi-lingual Pay.

Employees who are qualified by the Department as bi-lingual in English and Spanish, or American Sign Language, 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 five (5%) 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 five (5%) percent incentive.

ARTICLE 27 - MEAL PROVISION

27.1 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. Effective the first of the month following ratification of this agreement, the City will pay the Union sixteen (\$16.00) dollars per day, per shift employee at twenty-seven (27) shift employees per day.
- B. Effective the first month following future increases to per shift staffing beyond the South Hillsboro fire station firefighter positions, the City will increase the number of shift employees per day receiving the meal allowance to coincide with the increase in employees per shift.
- C. The Union will be responsible to assure that this money is spent only for purchase of foodstuffs and related materials for meals.
- D. 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 (C) above.
- E. 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.

27.2 Payment as required in 27.1 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 28 - STRIKING OR RECOGNIZING PICKET LINE PROHIBITED

28.1 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 29 - INCONVENIENCE PAY/ KELLY RELIEF POOL

29.1 Inconvenience Pay: This pay compensates all time spent in actually assembling, moving, and storing turnout gear, as well as travel time.

- A. Shift employees have specific station assignments. When such a shift employee is required to report for duty at another station, the employee will receive payment of one (1) hour of overtime (inconvenience pay).
- B. The City may establish and maintain a combined Kelly and paid relief pool of up to five (5) employees per shift consisting, at the City's discretion, of the assignment of employees from different classifications as determined by the City. Employees assigned to the relief pool will be paid an amount equal to three (3%) percent of base wage. Employees assigned to the relief pool will be assigned to fill vacancies which occur for any reason. Such employees are not eligible for hourly inconvenience pay. Employees must complete probation prior to assignment as shift coverage.
- C. The staffing officer will inform the employee of such moves as soon in advance as possible.

29.2 The provisions of 29.1 above do not apply, and no inconvenience pay is due when an employee is transferred to an alternate work location if one of the following conditions is met:

- A. The employee is given time during the work shift to assemble, move, and store turnout gear for the moves to the alternate work location and back; and the moves to the alternate work location and back are made during that employee's work shift; and transportation for the moves to the alternate work location and back is made available by the City.
- B. The employee has been notified of the need to report to another station at least 49 hours prior to the start of the shift.

ARTICLE 30 - LIGHT DUTY

30.1 Within (6) months post ratification of this collective bargaining agreement (or a later date upon mutual written agreement), the City and Union agree to work toward the establishment a new article that address light duty assignments for on the job and off the

job injuries. When agreed upon, the new article will be documented in a Memorandum of Agreement to this collective bargaining agreement.

ARTICLE 31 - SAVINGS CLAUSE

31.1 If any article or section of this Contract shall be held invalid by operation of or determination by a court of competent jurisdiction, such determination shall not affect the balance of the Contract and the parties hereto shall enter into negotiations for the purpose of re-establishing the intent of the affected article or section.

ARTICLE 32 -TERMINATION

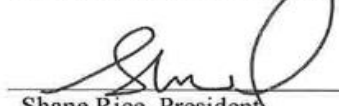
32.1 This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2027. This Agreement will be automatically reopened for negotiation of a successor agreement on February 1, 2027. This Agreement shall remain in full force and effect as the "status quo" during negotiations for a successor agreement.

32.2 The parties agree that the application of retroactive pay and/or retroactive benefits that have an economic component will be specifically addressed in the applicable section of the Agreement; otherwise, if not specifically addressed, the pay or benefit with the economic component becomes effective upon ratification of this Agreement by the Union and approval by the City Council.

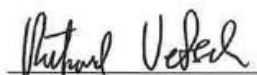
32.3 Any mid-term written agreement entered into by the parties will have language that specifies how long it is in effect. If there is no such language specified in the mid-term written agreement then it shall end at the conclusion of this current Agreement.

In Witness Whereof, the parties hereto have set their hands this 2nd day of April, 2023.

LOCAL 2210 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



Shane Rice, President



Richard Vetsch, Vice President

CITY OF HILLSBORO



Robby Hammond, City Manager



Amber Ames, City Recorder

2023-2027 CONTRACT – SCHEDULE A
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Bargaining Unit 24/48 Shift Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Firefighter						
<i>Monthly</i>	6047	6352	6735	7104	7882	8188
<i>Monthly</i>	5705	5993	6354	6702	7436	7725
<i>Annually</i>	72564	76224	80820	85248	94584	98256
<i>Annually</i>	68460	71916	76248	80424	89232	92700
<i>Hourly</i>	27.95	29.36	31.13	32.84	36.43	37.85
<i>Hourly</i>	26.37	27.70	29.37	30.98	34.37	35.71
Fire Engineer						
<i>Monthly</i>			7306	7755	8422	8867
<i>Monthly</i>			6893	7317	7946	8366
<i>Annually</i>			87672	93060	101064	106404
<i>Annually</i>			82716	87804	95352	100392
<i>Hourly</i>			33.77	35.85	38.93	40.99
<i>Hourly</i>			31.86	33.82	36.73	38.67
Fire Lieutenant						
<i>Monthly</i>				8353	9128	9584
<i>Monthly</i>				7881	8612	9042
<i>Annually</i>				100236	109536	115008
<i>Annually</i>				94572	103344	108504
<i>Hourly</i>				38.61	42.19	44.30
<i>Hourly</i>				36.43	39.81	41.80
Fire Captain						
<i>Monthly</i>				9492	9965	10363
<i>Monthly</i>				8955	9401	9777
<i>Annually</i>				113904	119580	124356
<i>Annually</i>				107460	112812	117324
<i>Hourly</i>				43.88	46.06	47.90
<i>Hourly</i>				41.39	43.46	45.19

Effective the first pay period which includes July 1, 2023, base salary ranges for Firefighter will be increased by 5% COLA; base salary ranges for Fire Engineer will be increased by 8% which includes 5% COLA + 3% wage adjustment; base salary ranges for Fire Lieutenant will be increased by 8% which includes 5% COLA + 3% wage adjustment; base salary ranges for Fire Captain will be increased by 8% which includes 5% COLA + 3% wage adjustment.

Bargaining Unit 40-Hour Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Fire Logistics Technician						
<i>Monthly</i>	5534	5810	6100	6405	6727	7064
<i>Monthly</i>	5221	5482	5755	6043	6347	6665
Deputy Fire Marshal I						
<i>Monthly</i>	7665	8049	8453	8879	9319	9693
<i>Monthly</i>	7232	7594	7975	8377	8792	9145
Deputy Fire Marshal II						
<i>Monthly</i>	8557	8988	9435	9915	10408	10824
<i>Monthly</i>	8073	8480	8901	9354	9819	10212
Training Lieutenant						
<i>Monthly</i>				8353	9128	9584
<i>Monthly</i>				7881	8612	9042
Training Captain						
<i>Monthly</i>				9492	9965	10363
<i>Monthly</i>				8955	9401	9777

Effective the first pay period which includes July 1, 2023,

base salary ranges for Fire Logistics Technician will be increased by 5% COLA; base salary ranges for Deputy Fire Marshal I will be increased by 5% COLA; base salary ranges for Deputy Fire Marshal II will be increased by 7% which includes 5% COLA + 2% wage adjustment; base salary ranges for Training Lieutenant will be increased by 8% which includes 5% COLA + 3% wage adjustment; base salary ranges for Training Captain will be increased by 8% which includes 5% COLA + 3% wage adjustment.

Bargaining Unit 24/48 Shift Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Firefighter						
<i>Monthly</i>	6289	6607	7005	7389	8198	8516
<i>Monthly</i>	5934	6234	6609	6971	7734	8034
<i>Annually</i>	75468	79284	84060	88668	98376	102192
<i>Annually</i>	71208	74808	79308	83652	92808	96408
<i>Hourly</i>	29.07	30.54	32.38	34.16	37.90	39.37
<i>Hourly</i>	27.43	28.82	30.55	32.22	35.75	37.14
Fire Engineer						
<i>Monthly</i>			7672	8143	8844	9311
<i>Monthly</i>			7238	7683	8344	8784
<i>Annually</i>			92064	97716	106128	111732
<i>Annually</i>			86856	92196	100128	105408
<i>Hourly</i>			35.46	37.64	40.88	43.04
<i>Hourly</i>			33.46	35.51	38.57	40.60
Fire Lieutenant						
<i>Monthly</i>				8771	9585	10064
<i>Monthly</i>				8275	9043	9495
<i>Annually</i>				105252	115020	120768
<i>Annually</i>				99300	108516	113940
<i>Hourly</i>				40.54	44.31	46.52
<i>Hourly</i>				38.25	41.80	43.89
Fire Captain						
<i>Monthly</i>				9967	10464	10882
<i>Monthly</i>				9403	9872	10267
<i>Annually</i>				119604	125568	130584
<i>Annually</i>				112836	118464	123204
<i>Hourly</i>				46.07	48.37	50.30
<i>Hourly</i>				43.47	45.63	47.46

Effective the first pay period which includes July 1, 2024,

base salary ranges for Firefighter will be increased by 4% COLA; base salary ranges for Fire Engineer will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Fire Lieutenant will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Fire Captain will be increased by 5% which includes 4% COLA + 1% wage adjustment.

Bargaining Unit 40-Hour Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Fire Logistics Technician						
<i>Monthly</i>	5756	6043	6344	6662	6997	7347
<i>Monthly</i>	5431	5701	5985	6285	6601	6932
Deputy Fire Marshal I						
<i>Monthly</i>	7972	8371	8792	9235	9692	10081
<i>Monthly</i>	7521	7898	8295	8713	9144	9511
Deputy Fire Marshal II						
<i>Monthly</i>	8900	9348	9813	10312	10825	11257
<i>Monthly</i>	8397	8819	9258	9729	10213	10620
Training Lieutenant						
<i>Monthly</i>				8771	9585	10064
<i>Monthly</i>				8275	9043	9495
Training Captain						
<i>Monthly</i>				9967	10464	10882
<i>Monthly</i>				9403	9872	10267

Effective the first pay period which includes July 1, 2024,

base salary ranges for Fire Logistics Technician will be increased by 4% COLA; base salary ranges for Deputy Fire Marshal I will be increased by 4% COLA; base salary ranges for Deputy Fire Marshal II will be increased by 4% COLA; base salary ranges for Training Lieutenant will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Training Captain will be increased by 5% which includes 4% COLA + 1% wage adjustment.

Bargaining Unit 24/48 Shift Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Firefighter						
<i>Monthly</i>	6478	6806	7216	7611	8444	8772
<i>Monthly</i>	6112	6421	6808	7181	7967	8276
<i>Annually</i>	77736	81672	86592	91332	101328	105264
<i>Annually</i>	73344	77052	81696	86172	95604	99312
<i>Hourly</i>	29.94	31.46	33.36	35.18	39.03	40.55
<i>Hourly</i>	28.25	29.68	31.47	33.19	36.83	38.26
Fire Engineer						
<i>Monthly</i>			8056	8551	9287	9777
<i>Monthly</i>			7600	8067	8762	9224
<i>Annually</i>			96672	102612	111444	117324
<i>Annually</i>			91200	96804	105144	110688
<i>Hourly</i>			37.24	39.53	42.93	45.19
<i>Hourly</i>			35.13	37.29	40.50	42.64
Fire Lieutenant						
<i>Monthly</i>				9210	10065	10568
<i>Monthly</i>				8689	9496	9970
<i>Annually</i>				110520	120780	126816
<i>Annually</i>				104268	113952	119640
<i>Hourly</i>				42.57	46.53	48.85
<i>Hourly</i>				40.16	43.90	46.09
Fire Captain						
<i>Monthly</i>				10466	10988	11427
<i>Monthly</i>				9874	10367	10781
<i>Annually</i>				125592	131856	137124
<i>Annually</i>				118488	124404	129372
<i>Hourly</i>				48.38	50.79	52.82
<i>Hourly</i>				45.64	47.92	49.84

Effective the first pay period which includes July 1, 2025,

base salary ranges for Firefighter will be increased by 3% COLA; base salary ranges for Fire Engineer will be increased by 5% which includes 3% COLA + 2% wage adjustment; base salary ranges for Fire Lieutenant will be increased by 5% which includes 3% COLA + 2% wage adjustment; base salary ranges for Fire Captain will be increased by 5% which includes 3% COLA + 2% wage adjustment.

Bargaining Unit 40-Hour Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Fire Logistics Technician						
<i>Monthly</i>	5929	6225	6535	6862	7207	7568
<i>Monthly</i>	5594	5873	6166	6474	6800	7140
Deputy Fire Marshal I						
<i>Monthly</i>	8212	8623	9056	9513	9983	10384
<i>Monthly</i>	7748	8135	8544	8975	9418	9797
Deputy Fire Marshal II						
<i>Monthly</i>	9256	9722	10206	10725	11258	11708
<i>Monthly</i>	8733	9172	9629	10118	10621	11046
Training Lieutenant						
<i>Monthly</i>				9210	10065	10568
<i>Monthly</i>				8689	9496	9970
Training Captain						
<i>Monthly</i>				10466	10988	11427
<i>Monthly</i>				9874	10367	10781

Effective the first pay period which includes July 1, 2025,

base salary ranges for Fire Logistics Technician will be increased by 3% COLA; base salary ranges for Deputy Fire Marshal I will be increased by 3% COLA; base salary ranges for Deputy Fire Marshal II will be increased by 4% which includes 3% COLA + 1% wage adjustment; base salary ranges for Training Lieutenant will be increased by 5% which includes 3% COLA + 2% wage adjustment; base salary ranges for Training Captain will be increased by 5% which includes 3% COLA + 2% wage adjustment.

Bargaining Unit 24/48 Shift Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Firefighter						
<i>Monthly</i>	6802	7147	7577	7992	8867	9211
<i>Monthly</i>	6417	6743	7149	7540	8366	8690
<i>Annually</i>	81624	85764	90924	95904	106404	110532
<i>Annually</i>	77004	80916	85788	90480	100392	104280
<i>Hourly</i>	31.44	33.04	35.02	36.94	40.99	42.58
<i>Hourly</i>	29.66	31.17	33.05	34.85	38.67	40.17
Fire Engineer						
<i>Monthly</i>			8459	8979	9752	10266
<i>Monthly</i>			7981	8471	9200	9685
<i>Annually</i>			101508	107748	117024	123192
<i>Annually</i>			95772	101652	110400	116220
<i>Hourly</i>			39.10	41.51	45.08	47.45
<i>Hourly</i>			36.89	39.16	42.53	44.77
Fire Lieutenant						
<i>Monthly</i>				9671	10569	11097
<i>Monthly</i>				9124	9971	10469
<i>Annually</i>				116052	126828	133164
<i>Annually</i>				109488	119652	125628
<i>Hourly</i>				44.70	48.86	51.30
<i>Hourly</i>				42.18	46.09	48.39
Fire Captain						
<i>Monthly</i>				10990	11538	11999
<i>Monthly</i>				10368	10885	11320
<i>Annually</i>				131880	138456	143988
<i>Annually</i>				124416	130620	135840
<i>Hourly</i>				50.80	53.33	55.47
<i>Hourly</i>				47.93	50.32	52.33

Effective the first pay period which includes July 1, 2026,

base salary ranges for Firefighter will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Fire Engineer will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Fire Lieutenant will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Fire Captain will be increased by 5% which includes 4% COLA + 1% wage adjustment.

Bargaining Unit 40-Hour Schedule Monthly Base Pay

Employees ineligible to participate in PERS/OPSRP shall be paid at shaded-line until eligibility is established.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Fire Logistics Technician						
<i>Monthly</i>	6167	6474	6797	7137	7496	7871
<i>Monthly</i>	5818	6108	6413	6734	7072	7426
Deputy Fire Marshal I						
<i>Monthly</i>	8541	8968	9419	9894	10383	10800
<i>Monthly</i>	8058	8461	8886	9334	9796	10189
Deputy Fire Marshal II						
<i>Monthly</i>	9627	10111	10615	11154	11709	12177
<i>Monthly</i>	9083	9539	10015	10523	11047	11488
Training Lieutenant						
<i>Monthly</i>				9671	10569	11097
<i>Monthly</i>				9124	9971	10469
Training Captain						
<i>Monthly</i>				10990	11538	11999
<i>Monthly</i>				10368	10885	11320

Effective the first pay period which includes July 1, 2026,

base salary ranges for Fire Logistics Technician will be increased by 4% COLA; base salary ranges for Deputy Fire Marshal I will be increased by 4% COLA; base salary ranges for Deputy Fire Marshal II will be increased by 4% COLA; base salary ranges for Training Lieutenant will be increased by 5% which includes 4% COLA + 1% wage adjustment; base salary ranges for Training Captain will be increased by 5% which includes 4% COLA + 1% wage adjustment.

2023 to 2027 CONTRACT
CITY OF HILLSBORO
AND
LOCAL 2210 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
SCHEDULE B
HILLSBORO FIRE DEPARTMENT
LOCAL 2210 IAFF SENIORITY LISTING

No.	Name	Date of Hire	Test Rank (in case of tie only)	No.	Name	Date of Hire	Test Rank (in case of tie only)
1	Forehand	23-Aug-94	1	33	Scott	17-Sep-07	1
2	Oberhelman	1-Oct-96	1	34	Bonin	3-Mar-08	1
3	Carey	1-Sep-98	1	35	Keim	3-Mar-08	2
4	Rosatti	1-Apr-99	2	36	Vachter	3-Mar-08	3
5	Chapman	1-Nov-99	1	37	Mota	3-Mar-08	4
6	Dimmitt	1-Nov-99	2	38	Beem	3-Mar-08	5
7	Tegen	1-Nov-99	3	39	Sanabria	3-Mar-08	6
8	Benjamin	6-Dec-99	1	40	Logue	3-Mar-08	8
9	Wells	1-May-00	2	41	Eiden	3-Mar-08	9
10	Lennox	1-Feb-01	1	42	Lloyd	3-Mar-08	10
11	Eckhardt	1-Feb-01	2	43	Gerber	3-Mar-08	11
12	Miller	1-Jul-01	2	44	Morris	3-Mar-08	12
13	Wellington, B	1-Nov-01	1	45	Grant	3-Mar-08	13
14	Stutzman	1-Nov-01	2	46	Stolzenberger	9-Dec-09	1
15	Isakson	1-Feb-03	1	47	Buesseler	9-Dec-09	2
16	Madrigal	1-Feb-03	3	48	Kindblade	9-Dec-09	3
17	Hoshall	1-Jul-03	1	49	Langbehn	9-Aug-10	1
18	Bell	1-Jul-03	2	50	King	9-Aug-10	2
19	Evans	1-Mar-04	1	51	Leigh	9-Aug-10	3
20	Hanchett	22-Mar-04	1	52	Johnson, N	9-Aug-10	4
21	Roby	1-Apr-04	1	53	Sauter	28-Jul-11	1
22	Dobbin	1-Apr-04	2	54	Meyer	1-Sep-11	1
23	Livesey	1-Apr-04	3	55	Haney, J	10-Jun-13	1
24	Ligatich	1-Jul-05	1	56	McCann	10-Jun-13	3
25	Tanner	1-Aug-05	1	57	Cerda	27-Aug-14	1
26	Johnson, Cory	1-Aug-05	2	58	Menear	25-Apr-15	1
27	Moss	1-Jun-06	1	59	Dugojevic	25-Apr-15	2
28	Wellington, T	1-Jun-06	2	60	Hernandez	1-Feb-16	1
29	Rice	1-Jul-06	1	61	Farber	1-Mar-16	1
30	Phillips	1-Jul-06	3	62	Mehringer	1-Mar-16	2
31	Finney	1-Apr-07	1	63	Kelly	7-Jun-16	1
32	Vandecoevering	1-Apr-07	2	64	Gallienne	7-Jun-16	2

No.	Name	Date of Hire	Test Rank (in case of tie only)	No.	Name	Date of Hire	Test Rank (in case of tie only)
65	Bush	13-Sep-16	1	98	Kirkman	6-Sep-22	7
66	Frutiger	2-Feb-17	1	99	Taylor	6-Sep-22	8
67	Lee	2-Feb-17	2	100	Chittams	25-Jul-23	1
68	Johnson, M	16-May-17	1	101	Jensen	25-Jul-23	2
69	Wilson	15-Aug-17	1	102	Howard	25-Jul-23	3
70	Keeran	15-Aug-17	2	103	Culligan	25-Jul-23	4
71	Rilatt	15-Aug-17	3	104	Hixson	25-Jul-23	5
72	Grey	15-Aug-17	4	105	Lacatus	25-Jul-23	6
73	Campeau	15-Aug-17	5	106	Jackson	25-Jul-23	7
74	Sievers	15-Aug-17	6	107	Pietrzyk	25-Jul-23	8
75	Sawyer	15-Aug-17	7				
76	Brinager	9-Jul-18	1				
77	Dickerson	9-Jul-18	2				
78	Alex	9-Jul-18	3				
79	Brazil	28-Jan-19	1				
80	Fuller	12-Feb-19	1				
81	Vessey	12-Feb-19	2				
82	Potter	12-Feb-19	3				
83	Person	11-Aug-20	4				
84	Thomas	5-Apr-21	1				
85	Dean	5-Apr-21	2				
86	Cummings	5-Apr-21	3				
87	Drake	5-Apr-21	4				
88	Whittington	5-Apr-21	5				
89	Nolan	31-Mar-22	1				
90	Haney, I	10-May-22	1				
91	Mahar	10-May-22	2				
92	Harrington	6-Sep-22	1				
93	Kemper	6-Sep-22	2				
94	Frederick	6-Sep-22	3				
95	Evans	6-Sep-22	4				
96	White	6-Sep-22	5				
97	Weaver	6-Sep-22	6				

Use the same ranking as above

Schedule C

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SCHEDULE D
REIMBURSEMENT OF EDUCATION FUNDS AGREEMENT

Pursuant to the terms set forth in Article 26, Section 26.2 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
2. Pursuant to the terms of Section 26.3 of the current CBA between the Union and the City this college level education 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 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.
2. The City will pay the following college level education.
3. Employee agrees to remain employed for twenty-four (24) months following the completion of the education 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. 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 employee's 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.

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 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: _____

**SCHEDULE E
MEDICAL, DENTAL & VISION PLANS**

Benefits 2023-2027	Full Time
Medical	<p>2 Medical Plan Options include Vision:</p> <ul style="list-style-type: none"> • CIGNA Open Access Plus Plan (w/alternative care)+ VSP (vision)- Effective September 1, 2020 • Kaiser Co-Pay Plan B (w/vision & alternative care)- Effective January 1, 2018
Dental	<p>2 Dental Plan Options:</p> <ul style="list-style-type: none"> • Delta Dental Plan II (w/orthodontia) - Effective January 1, 2020 • Willamette Dental-Effective January 1, 2018

Schedule F
Retiree Work Back Program

1. Schedule F covers the rehiring of retirees working in IAFF rank & file 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 rank & file 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 Agreement. 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 Agreement, an employee working subject to the terms of this Agreement 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 (4) four (6) six-month Work Back periods for a total of (24) twenty-four 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 (6) six-month periods. The Agreement in no way guarantees the Work Back Retiree will work for the full six months or the full potential maximum of (24) twenty-four months.
5. 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 Agreement, 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 compensation, classification and work hours to be 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 Agreement, 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 Agreement 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 two 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 Agreement, 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 sixty (60) calendar days prior to the employee's retirement date. The City will provide a Work Back Retiree job offer letter to employees it has elected to offer Work Back Retiree employment. 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 Agreement and PERS laws or rules, the applicable PERS laws or rules will prevail and they will govern this Agreement.
16. Work Back Retiree employees will move to the bottom of the overtime bucket.
17. Work Back Retiree employees will accrue holiday, sick leave, personal leave and vacation leave in accordance with Articles 12, 13, 14 and 15 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 Retirees will be eligible for the deferred comp match outlined in Article 25.
18. Health insurance will be provided as agreed upon in Article 21 of the collective bargaining agreement, including 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 Agreement to address the affected terms.

Consistent with current law, this Agreement shall automatically cease to exist on June 30, 2027 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 Agreement on June 30, 2027.