

AGREEMENT BETWEEN THE CITY OF ROSEBURG

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL NO. 1110

July 1, 2018 – June 30, 2021

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This Agreement is entered into by and between the CITY OF ROSEBURG, hereinafter referred to as "City," and the ROSEBURG FIREFIGHTERS ASSOCIATION NO. 1110, IAFF, hereinafter referred to as "Union."

The purpose of this Agreement is to establish a full and equitable working relationship between the City and the Union, provide for equitable and peaceful adjustment of differences which arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 - RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the Roseburg Fire Department below the rank of Battalion Chief. Specifically excluded from Union representation are the Deputy Fire Marshal, Fire Marshal, Department Secretary, supervisory and confidential personnel.

ARTICLE 2 - NON-DISCRIMINATION

This Agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, color, national origin, handicap or disability not subject to reasonable accommodation, Union membership or activity, marital status or political affiliation. All references to gender in this Agreement designate both sexes. When either the male or female gender is used, it shall be construed to include both male and female employees.

ARTICLE 3 - UNION SECURITY

3.1 Dues Deductions

All members of the Union who provide written authorization shall have deducted from their salary for disbursement to the Union an amount equal to the dues and assessments established by Local 1110.

3.2 Deduction Process

Payroll deductions, assessments or service charges shall be made by the disbursing officer for the City. Proper amounts of the dues and assessments shall be certified by the Secretary-Treasurer of the Union to the Roseburg Finance Officer and shall be effective on the date indicated by the Union after the contract becomes effective. The City shall make these deductions each month for employees who have provided written authorization and are members of Local 1110. The total amount of the deduction shall be remitted each month by the employer to the Secretary-Treasurer of the Union.

3.3 Hold Harmless

The City will not be held liable for the check-off errors and will make proper adjustments as soon as practicable. The Union also agrees to hold the City harmless against any suit or judgment made against the City as a result of any action taken under the provisions of this Article.

3.4 Station Fund

Because shift workers of the Roseburg Fire Department, by the nature of their duties, live together as a family in the various Fire Stations, the purchase of amenities by the shift workers is necessary. It has long been the practice that each shift worker contributes a specific amount as determined by majority vote. The fund is managed and expended by the shift workers.

In the interest of harmony and goodwill within the firehouse this practice shall continue and is a condition of employment unless the practice is abandoned through a majority vote of the membership.

It is specifically agreed that any dispute or grievance that may arise pursuant to the operation and administration of this Station Fund is not subject to Article 5 (Grievance Procedure) or any other grievance and arbitration provisions of this Collective Bargaining Contract if an employee is disciplined.

ARTICLE 4 - STRIKES AND LOCK OUTS

The Union agrees that during the term of this Agreement and in accordance with ORS 243.742, none of its membership will participate in any strike, work stoppage, slowdown or interruption of City services. In the event an employee violates the conditions of this article, the Union shall assist the City in instructing them to cease and desist from such action. Any employee refusing to return to his normal duties may be subject to discharge or other disciplinary action. If the Union or the City is found not to have taken all reasonable measures at its disposal to prevent or end prohibited activities, either party may seek damages.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Procedure

The grievance arbitration procedure shall be limited to the meaning, interpretation or application of this Agreement or any alleged violation of its terms.

Nothing herein shall prohibit the City and the Union from jointly or mutually agreeing to changes in the described proceedings or resolution of the issue(s).

For the purposes of this article, a working day is defined as Monday through Friday; Saturdays, Sundays and City recognized holidays excepted.

Step 1. An employee or group of employees having a grievance should first discuss the matter with his union representative and then, after deciding to proceed, it shall be discussed with the Battalion Chief (or Assistant Chief in his absence) prior to submission in writing. Every effort will be made to settle grievances verbally at the first step. The objective of Step 1 is to resolve as many complaints as possible informally.

Step 2. All grievances shall be reduced in writing on a grievance form (Appendix to this contract) and filed with the Assistant Chief or, in his absence, the Fire Chief within twenty (20) working days of occurrence or first knowledge. Forms provided for filing such grievances shall contain:

- A. The date the incident occurred;
- B. A statement of the facts;
- C. Suggested and remedial action;
- D. The specific article or section of the agreement to which the grievance relates; and
- E. All grievances shall be signed by the aggrieved employee and a Union representative.
(President, Secretary-Treasurer, Vice-President, Union Stewards)

Should the grievance be granted by the Assistant Chief, a written response will be submitted to the Union within ten (10) working days.

Should the grievance be denied, the Assistant Chief will notify the Union in writing within five (5) working days and explain in writing the reason for the denial. The Union may advance the grievance to the Fire Chief in writing within ten (10) working days by delivering the grievance to the Fire Chief.

Step 3. The Fire Chief, the Assistant Chief and a Battalion Chief shall meet and discuss the grievance. A written response to the grievance shall come from the Fire Chief within ten (10) working days following receipt of the Union notification advancing the grievance to Step 3 and be submitted to the Union.

Step 4. If the Union is dissatisfied with the response of the Fire Chief, the Union shall then submit the grievance to the City Manager within ten working days following its return. The City Manager shall then have ten working days to hold a hearing on the merits of the case and ten working days from the hearing date to make a written decision. All recordings and minutes from the hearing shall be maintained as a part of the record pertaining to the grievance. The City Manager shall issue a written decision within ten working days of close of the hearing.

Step 5. If the Union is dissatisfied with the outcome, they shall then notify the City Manager within fifteen working days of the date of the City Manager's decision to request grievance arbitration as the final step to resolution.

5.2 Disciplinary Grievance

On any grievance resulting from disciplinary action taken against any employee, the Union may elect to proceed directly to Step 3 of Article 5.

5.3 Arbitration

Written correspondence to the Employment Relations Board and signed by either the City Manager and/or the Union representative shall briefly state the matter in dispute and request a list of seven Oregon/Washington arbitrators who are also on the FMCS list. Within ten working days after receipt of said list, a selection of a single arbitrator shall occur (a flip of the coin shall determine which party gets first strike).

The arbitrator may interpret this Agreement and apply it to a particular case under consideration but shall have no authority to add to, subtract from or modify the terms of the agreement and shall be limited solely to the issue presented. Disputes related to matters involving a loss of pay for employees may carry an award of back pay in whole or in part as may be determined by the arbitrator.

In the event the arbitrator finds for either party, in whole, the arbitrator fees will be paid by the losing party. If the arbitrator award is less than whole, all fees of the arbitrator will be shared equally. All other costs of arbitration shall be the sole responsibility of the party incurring the costs.

5.4 Time Limits

If the City fails to proceed as stipulated in the various steps, the grievance shall then proceed automatically to the next step. If the Union fails to proceed in accordance with Step 2 through 5, the matter shall be considered as having been resolved; no grievance shall be deemed untimely based upon action Under Step 1.

5.5 Hold Harmless

The Union agrees to hold the City harmless against any and all claims or suits instituted as a result of a breach of the Union's duty of fair representation to its members in handling grievances.

ARTICLE 6 - UNION REPRESENTATION

6.1 Non-Discrimination

Employees shall have the right to form, to join, or to assist in a labor organization, and to bargain collectively through representatives of their choosing on matters concerning employment relations.

6.2 Union Business

Union representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with Management for the purpose of negotiating labor agreements or adjusting grievances under the procedures defined herein. No overtime shall be paid to those participating in the meeting as a result of these activities.

6.3 Union Time

For purposes of Union Representation, up to 18 shifts (432 hours) per biennium shall be granted by the Battalion or Assistant Chief as Union time with pay for training directly related to collective bargaining and labor relations. The Union will be granted 18 shifts every two years commencing each even year in July (fiscal biennium July 1 to June 30).

No more than two members from the same shift will be allowed off at the same time, including vacation time, holiday time, Safety Committee time and Union time. If shift coverage is operationally required, shift trades shall become the member's responsibility.

Members of the Union who are utilizing the provisions of this Section will be on their own time and the City will not be liable for any injuries, damages or other costs of any kind that may be incurred by the members of IAFF, Local 1110, for traveling to and from meeting and training classes for Union representation, or for other related Union activities. The Union will hold the City harmless from any and all liabilities and defend any and all claims brought as a result of the attendance and utilization by members of the Union of this Section to participate in collective bargaining classes and activities. This hold harmless agreement covers the entire time the Union representatives use Union representation time off pursuant to this Section. Furthermore, workers' compensation coverage is specifically excluded for Union employees using the provisions of this Section.

Any dispute or grievance that may arise pursuant to the operation and administration of this Section is not subject to Article 5 (Grievance Procedure) of this contract or any other grievance and arbitration provisions which may be in effect between the parties.

6.4 Notice

Reasonable notice in writing shall be given to the affected Shift Officer when such representative will be away from his/her duty assignment. The City reserves the right to restrict the amount of time allowed when the time off will cause overtime to have to be paid.

6.5 Bulletin Boards

The Union will be allowed use of reasonable space on the City's bulletin boards to post information regarding Union business. The City reserves the right to restrict the use of bulletin board space to posting of time and place of meetings if the use of such space is detracting from harmonious City-Union relations.

6.6 Meetings

The Union shall be allowed to hold Union meetings in the fire stations so long as they do not interfere with efficiency of fire hall activities. All members may attend.

ARTICLE 7 - MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, layoff, or relieve employees due to lack of work or other just causes; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities.

ARTICLE 8 - HOURS OF WORK

8.1 Work Shift/Work Week

- A. Fire Suppression: This article is intended to define the normal hours of work for shift employees. Except in emergencies, each shift shall be for a 24-hour period beginning at 7:00 am. The regular workweek will be a 56-hour week, based on 24 consecutive hours on duty.

This schedule applies only to fire suppression personnel, and not to those who normally work a 40-hour workweek for the Roseburg Fire Department. New hires assigned to a 40-hour schedule for training shall not be considered fire suppression personnel until the City determines the employee is qualified and adequately trained.

- B. Fire Prevention: Employees working in the fire prevention classification will work five (5) consecutive eight (8) hour days, Monday through Friday, (forty (40) hour

workweek), with two consecutive days off. This section shall not preclude the Fire Chief and the Union from mutually agreeing to an alternate schedule.

- C. Hours of Work: Normal hours of work will include everything except leave of absence without pay (See Article 26). For purposes of this article, dock time will not be considered leave of absence without pay.
- D. Work Cycle: The work cycle for overtime purposes is twenty-one (21) days. Employees shall be paid straight time for the first 56 hours per week. Additionally, employees shall be paid nine (9) hours of one-half (1/2) times per twenty-one (21)-day cycle. Hours worked in excess of fifty-six (56) per week shall be compensated at the appropriate overtime rate.

8.2 Tardiness

Any employee reporting late for duty may be subject to disciplinary action.

8.3 Relief Personnel

With 24-hour notice, relief personnel may be transferred between shifts in order to maintain minimum shift strength. This work cycle may be other than the normal pattern of work established per Section 1 of this Article. The application of overtime shall be applied in accordance with applicable State and federal requirements.

8.4 Definition of Relief Personnel

The person on each shift, off probation, with the least seniority.

8.5 Meal Schedule

Subject to training and operational requirements, one hour is set-aside for cooking, eating and clean up of on-duty meals which ordinarily begin as follows:

Morning:	Completed 0800
Noon:	Between 1200 and 1300
Evening:	After 1700
Sunday Brunch:	Unrestricted

Unless emergency operational need prevents a break period, there shall be a fifteen-minute break between 8:00 a.m. and noon and between noon and 5:00 p.m.

The meal schedule may vary if there is a valid reason as determined by the on duty Battalion Chief/Shift Officer. In no event except emergency shall more than five (5) hours elapse between meals.

ARTICLE 9 - SHIFT EXCHANGE

Two employees capable of working the other person's position may agree in writing, solely at their option, to substitute for one another during scheduled hours of work when the change does not interfere with the operation of the Fire Department. (Firefighters and officers may not trade with one another.) Even though one employee substitutes for another, each employee will be credited as if each employee has worked the normal work schedule and as if the substitution shall be excluded from the hours for which the substituting employee would

otherwise be entitled for purposes of FLSA overtime and wage record keeping and computations. Each agreement to substitute must be separately accepted by the Station 1 shift officer prior to the trade, must be made for the convenience of the employees, and must not be required by the City. The City shall have no obligation to keep track of substitutions, or to insure that a substitution is reciprocated. In these cases the trade documentation in the logbook shall be sufficient.

Employees who are off duty on a shift trade are eligible for overtime callback, and declining to accept shall not be treated as a refusal. The employee who is working on duty under a shift trade forfeits any opportunity for overtime assignments for which the employee would have been eligible if off duty.

A written shift trade agreement need not be accepted prior to a trade under the following circumstances, and in these cases the trade documentation in the logbook shall be sufficient.

- A. An employee on-duty agrees to standby and trade less than twelve (12) hours for another employee.
- B. An employee who is off-duty agrees to accept a trade of twelve (12) hours or less to commence within twelve (12) hours of the agreement to trade, and the employee who agrees to work notifies the Station 1 shift officer of the agreement.

If, for any reason, the responsible person fails to show up for work (as agreed upon by the shift trade form), that person may be subject to disciplinary action for failing to report to work as scheduled.

ARTICLE 10 - TRANSFERS

In the event a position becomes vacant, employees within the rank that is vacant shall be entitled to use their rank seniority to bid for the shift or station opening subject to operational requirements of the department. If there are no requests for the vacant position, the Chief or his designee will fill the position with the least senior employee in that rank that has reached top step on the salary schedule.

Firefighters who have not reached the top of the salary schedule shall be excluded from this Article. These Firefighters shall be assigned at the discretion of the Chief or his designee.

Nothing in this article shall prevent the Fire Chief or his designee from assigning and/or transferring personnel when due to operational needs. Any dispute as to whether an operational need exists under this paragraph may be subject to Article 5.

ARTICLE 11 - PROMOTIONS

11.1 Promotion Eligibility

Any member of the Roseburg Fire Department shall be considered eligible to seek a promotional position if they possess the minimum entry requirements as described in the job classifications and the M.O.P.S. All applicants below the rank of Battalion Chief requiring fire department experience shall be experienced employees of the City of Roseburg Fire Department. The failure of Roseburg personnel to qualify for promotional positions and/or to

be successfully placed on the promotional list, shall be cause for taking applications from other qualified applicants. Other qualified applicants (non-Roseburg personnel) shall meet all requirements except where time in grade/rank or time on the Roseburg Fire Department apply. Promotion lists shall be valid for twelve (12) months.

Upon promotion, the employee shall be paid at the pay range for the higher classification/rank.

11.2 Demotion

If any career employee is demoted due to lack of funds or reorganization, such employee shall be reinstated in the reverse order of the demotion when their former position becomes available.

11.3 Temporary Promotions

The definition of a temporary promotion is a temporary promotion due to an employee's injury, illness or leave of absence (excluding holidays and/or vacation leave). Effective the first of the month following the 30th day from date of an employee's absence or vacancy created by a temporary promotion, illness, injury or leave of absence, (excluding holidays and/or vacation leave), the City shall temporarily fill the position by offering the temporary assignment to the employees in the next lower classification based on seniority. During temporary assignments the employee will be paid the wage appropriate for the position filled. Such assignment shall not entitle such employee to promotion in the event the City declares the position vacant due to retirement, resignation, promotion, demotion or termination.

If the temporary promotion extends for one hundred eighty (180) days, the City will promote from a list to fill the position. In the event the former incumbent is able to return to work, the employee promoted shall return to the former position and be restored to the promotion list with the same rights as each person on such promotion list. If an employee serving in a temporary assignment does so unsatisfactorily, the employee shall be returned to the former classification and shall be removed from the current promotion eligibility list.

11.4 Promotional Opportunities

The definition of a vacancy is when an employee in the rank of Lieutenant or Driver/Engineer retires, resigns, is promoted or is terminated and the City determines that it will fill the position. Any vacancy existing in the Lieutenant or Driver/Engineer positions shall be filled within thirty days of said vacancy.

When an opening exists that the City will fill by a promotion, the City will provide written notice of the opening and the process for applying. The City shall maintain the following testing procedures in the M.O.P.S:

- A. The qualifications needed for the job the employee is applying for.
- B. What the testing process is comprised of (i.e. written, oral, assessment, practical, etc.);
- C. The evaluation process (i.e. performance evaluations, written reports, work assignments, etc.);

- D. The percent of weight applied to all portions of the testing process and when that percent is added to the final score, and

Each candidate shall be notified in writing of the date, time and location of the promotional test. The process will be fair and evenly applied.

11.5 Promotion List

In the event employees are ineligible to be promoted because they lack the minimum service time, such employees may participate in the examination process under the following conditions:

- A. The employee must be able to complete the required service time before the eligibility list expires.
- B. An asterisk will be placed beside the candidate's name indicating that they cannot be promoted at that time. The asterisk will be removed when the time in grade is accomplished.

Candidates may review their written tests and their rankings on each part of the testing process for a period of one week following the posting of the promotion list.

11.6 Fire Prevention Officer

The position of the Fire Prevention Officer shall be filled at the discretion of the Fire Chief.

ARTICLE 12 - OVERTIME

12.1 Definition/Right of Assignment

Overtime shall be that time worked over and above the regular work schedule or any hours over one hundred fifty-nine (159) in a twenty-one (21)-day work period. The discretion to use or to assign emergency overtime shall be the express right of the employer. Whenever possible, overtime shall be offered to regular employees on a fair and equitable basis.

As regards employees assigned to Fire Prevention, the work schedule shall be a period of seven (7) days. This relates to the hours of work as described in Section 8.1.B. and will not result in overtime unless the actual hours worked exceed forty (40) hours in the seven (7)-day work period.

12.2 Overtime

The City will oversee a list or other records maintained by the bargaining unit for the purpose of monitoring the fair and equitable distribution of overtime to bargaining unit members wherein each member will have his/her name on the list bearing the number of overtime hours worked. A member of the bargaining unit will attempt to offer the member with the lowest number of hours recorded, the overtime to be worked. The next offer will be made to the member with the next lowest number of hours recorded and so on. Anytime an employee receives overtime, the exact amount will be added to the total on the overtime list or record.

Lieutenants will only be offered to work shift overtime when a position is vacant in their job classification. A driver/engineer or firefighter position may be filled by a lieutenant only after everyone in those job classifications have been offered the overtime.

12.3 Shift Relief Overtime

No firefighter on probation shall be eligible for shift relief overtime until they have successfully completed the probationary period. Upon completion of probation, such a firefighter will be placed on the overtime list or record with a figure indicating one hour more than the member with the highest number of hours plus all overtime worked the previous twelve months, thereby effectively identifying that person as the last person to be offered shift relief overtime.

12.4 Transfer Between Stations (Definition: A transfer shall be defined as a trip from one station to another.)

Anytime an employee, because of staffing needs, moves from one fire station to another station before or after regular working hours, they shall receive one half-hour pay at their overtime rate. Employees called in for non-emergency overtime, which requires a transfer, will be compensated as above. Transfer time shall be recorded in the overtime database.

No compensation under this article shall be paid for transfers only caused by shift trades between employees.

This article does not affect the employees' eligibility for compensation for shift extensions as otherwise described in this Agreement.

Nothing in this article shall affect the priority bid process as described elsewhere in this Agreement.

If the transfer takes place during regular working hours, the employee will submit the number of transfers between each specific station (in their private vehicles only) and submit annually for compensation at the City's mileage rate at the time of submission. Mileage reports will be submitted by December 1st.

12.5 Callback

All non-emergency call-outs shall be compensated at a minimum of two (2) hours, except that for any call out between 6:00 a.m. and 7:00 a.m., only one hour shall be paid to personnel coming on duty that morning.

All emergency call-outs shall be compensated at a minimum of four (4) hours, except that for any call out between 5:00 a.m. and 7:00 a.m., only two hours shall be paid to personnel coming on duty that morning.

Mandatory Fire Department court appearances shall be compensated at a minimum overtime of four (4) hours.

12.6 Carry Over

An employee required to work beyond normal end of shift (shift extension) shall receive a minimum of one (1)-hour overtime for the first hour, and actual time thereafter to the next one-quarter hour (15 minutes).

12.7 Overtime Rate

The hourly rate of pay is the regular monthly base wage of the employee divided by 242.67. Compensation for overtime shall be paid at a rate of time and one-half (1-1/2) for each hour

or portion thereof at quarter (1/4) hour intervals worked. Overtime shall be paid monthly along with the regular pay schedule.

ARTICLE 13 - SENIORITY

13.1 Definition

Seniority shall mean that continuous length of service with the Roseburg Fire Department from the last date of hire, excepting for the following, and in which case seniority credit shall be lost:

- A. Voluntary or involuntary termination;
- B. Failure to return from layoff within 15 days of modification;
- C. Layoff for more than 24 months.
- D. Failure to return from a leave of absence within three days following the expiration of such leave. A reasonable effort to notify the employee of such expiration shall be undertaken by the employer.

13.2 Seniority Ranking

Employees shall be ranked according to their hire date. In the event two (2) or more employees are hired on the same date, their seniority ranking shall be determined by the City.

13.3 Utilization

Seniority shall be used in the determination of:

- A. Preference in the selection of vacation scheduling.
- B. In the event of layoff, employees shall be laid off in the inverse order of their seniority. No new employee may be hired in the department until all laid off employees have been given an opportunity to return. The last man laid off shall be the first man rehired.

In the event an employee, that has been promoted out of the bargaining unit, is laid off or demoted; that employee shall be entitled to bump back to a firefighter position if open and available. Employees promoted out of the bargaining unit will retain the right to return to their former position during their probationary period so long as they continue to pay union dues.

- C. In the event an employee, that has been promoted out of the bargaining unit for longer than one (1) year, and paid union dues for that probationary year, wishes to return to a bargaining unit position; that employee may test for a position that was vacated due to; retirement, voluntary demotion/departure or new positions. A reinstatement fee to the union will be due, not to exceed the amount of the last new hire initiation fee.

13.4 Recall

In the case of recall to work after a layoff, last date of hire shall be the last hire date prior to layoff.

ARTICLE 14 - PROBATION

An employee appointed to a position in the Fire Department shall be on probation for one (1) year. An employee promoted to a position in the Fire Department shall be on probation for six months. While on probation a person may:

- A. If in a position to which he has not been promoted, be dismissed at any time without right of appeal; and
- B. If in a position to which he has been promoted; be reinstated at any time to the position from which he was promoted or elevated for any reason related to performance.

ARTICLE 15 - EMPLOYEE PARKING

The City shall provide suitable parking within three (3) blocks of the work area for personnel assigned to the main station and substations.

ARTICLE 16 - RESIDENCY REQUIREMENTS

All employees shall reside within the State of Oregon. Employees living beyond twenty (20) minutes from the City as measured under normal and legal driving conditions shall be exempt from Article 12.2 - Non-Emergency Overtime, where time is essential to fill a position (employee going home sick, injured, etc.)

ARTICLE 17 - RETIREMENT

17.1 Program and Contribution

The City shall participate in the Public Employee Retirement System (PERS) or a system of comparable value. In addition to paying the employer's contribution, the City also agrees to pay the employee's contribution six percent (6%).

17.2 Sick Leave Utilization

Utilization of sick leave for the purpose of retirement will be credited in accordance with the applicable statutory provisions. The PERS sick leave balance and amount will be calculated and issued in a semi-annual report.

17.3 Deferred Compensation

Effective September 1, 2015 the City will make a monthly match contribution to each member's 457(b) deferred compensation account, with maximum annual contributions as outlined below, corresponding to each member's health insurance benefit tier

Employee Only	\$300.00/year
Employee & Spouse	\$550.00/year
Employee & Children	\$550.00/year
Full Family	\$800.00/year

ARTICLE 18 - PERSONNEL RECORDS

18.1 Personal Review

Upon request, all personnel records, excluding pre-employment data, kept on each employee shall be made available to the employee for review during City Hall hours of operation (Monday through Friday, 8:00 a.m. - 5:00 p.m.).

18.2 Employee Signature

All evaluations and letters of discipline or negative correspondence admitted to an employee's personnel file shall be first discussed and presented to the employee for signature, from July 1, 2002, forward. Signing such instruments shall not be construed as agreement or disagreement, only as acknowledgement that said document has been reviewed. Letters or written comments that are disagreeable to the employee may be subject to the grievance procedure. Should an employee refuse to sign such material, such refusal shall be deemed insubordination and shall subject the employee to disciplinary action.

Any item placed in the employee's personnel file, as defined above, without the employee's signature shall be removed upon the request of the employee. This provision took effect on July 1, 1988, and is not retroactive back to items placed in personnel files prior to the effective date.

ARTICLE 19 - UNIFORMS

All uniforms, bedding, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employee.

ARTICLE 20 - HEALTH, DENTAL, ACCIDENT AND LIFE INSURANCE

20.1 Coverage

The City will maintain the current or a substantially comparable medical, dental, vision and life insurance program for the life of the agreement. Employees and eligible dependents must be covered under the City benefit plan as they initially become eligible. After the thirty (30)-day signup window period, those spouses or dependents that have not been enrolled may have exclusions or restrictions on their coverage.

Nothing in this Agreement shall preclude the City from negotiating with carriers concerning coverage and rates to minimize rate increases and control premium costs. Any changes in the co-pay amount above the agreed upon amounts shall re-open the co-pay provision of this Agreement. Any resolution will be handled as required by law and will not void any other sections of this contract.

20.2 Medical Policy

The City will provide PacificSource \$500 deductible plan/participating network, if no other policy is available and found to have a better value. Effective July 1, 2018, City shall pay the cost of the monthly medical premiums decreased by the employee contribution of:

Full Family:	\$105.00/month
Employee & Spouse:	\$101.00/month
Employee & Children:	\$97.00/month
Employee Only:	\$86.00/month

In addition, the City will make available a second higher deductible health insurance plan (Plan B). For those employees who select Plan B, the City will continue to make an annual Health Savings Account (HSA) contribution of \$750 per individual or \$1500 per individual + 1 or more up through July 31, 2019. Effective August 1, 2019, the City will make a monthly Health Savings Account (HSA) contribution to the employee representing 50% of the cost savings between the \$500 deductible plan and Plan B. Employees who select Plan B will not be required to contribute to the monthly premium during the period they are enrolled in that plan.

20.3 – Dental Policy

All eligible employees and dependents will participate in the City's in-place dental plan and premium will be paid in full by the City for the life of the agreement.

20.4 – Vision Policy

All eligible employees and dependents will participate in the City's vision coverage and the premium will be paid in full by the City for the life of the agreement.

20.5 – Life Insurance

The City shall provide and pay the premium for \$25,000 life insurance (twenty-four (24)-hour coverage) on each employee. The employee may apply to increase this limit, at their own expense, at the same \$10,000 increment rate.

20.6 - Hazardous Materials Team Insurance

The City will provide a twenty-four (24)-hour \$100,000 accidental death life insurance policy for employees having completed and passed the one hundred sixty (160) hours of training for Hazardous Materials Technicians, as well as those members that are on the Hazardous Materials Team.

20.7 – Flexible Spending Account

The City will provide access to a Flexible Spending Account program, allowing employees to set aside pre-tax dollars for eligible unreimbursed medical and dependent care expenses.

ARTICLE 21 - HOLIDAYS

21.1 Accrual

All regularly employed shift personnel shall accrue sixteen (16) hours of paid monthly time off in lieu of all holidays.

Time shall be accrued throughout the month and shall be credited to the employee on a pro-rated basis if the employee does not work a full month.

All non-shift or regularly scheduled forty (40) hour per week personnel shall receive the following eleven (11) days off and take all days off on the designated holidays as follows:

- A. New Year's Day (January 1)
- B. Martin Luther King Jr. Day (Third Monday in January)
- C. President's Day (Third Monday in February)
- D. Memorial Day (Last Monday in May)
- E. Independence Day (July 4)
- F. Labor Day (First Monday in September)
- G. Veteran's Day (November 11)
- H. Thanksgiving Day (Fourth Thursday in November)
- I. Day After Thanksgiving (Fourth Friday in November)
- J. Christmas Day (December 25)
- K. One Additional Day or Two Half Days Established Annually

Any other holidays designated as general closure of city offices will become paid holidays for all non-shift workers, and all shift workers will receive an additional twenty-four (24) hours on their vacation/holiday balance.

21.2 Time-Off Limits

Personnel requesting time off cannot request more time than has been accumulated and shown on their most recent pay stub.

Up to two (2) employees per shift may sign up for scheduled time off, in keeping with Article 6, Section 2, and receive the same without fear of rescheduling per the following conditions:

- A. Vacation scheduling shall have precedence over holiday scheduling.
- B. Extended sickness or illness where continuous relief cannot be maintained will have precedence over vacations and holidays scheduled where thirty (30) days notice is afforded to vacation scheduling and five (5) days notice on scheduled holidays is given. (Example: If an employee is off on extended sick leave, he/she shall be considered the first employee on the holiday and vacation schedule sign-up sheet. Likewise, two (2) persons on extended sick leave would be considered the first and second persons off. In either case, the use of relief personnel from other shifts will be employed where possible to maintain existing scheduled days off and to eliminate the

unnecessary use of overtime expenses.) To qualify as extended sick leave, the employee shall furnish a doctor's statement to the Fire Chief that he will be unable to return to his position for two (2) weeks or more and the approximate length of time when he will be able to return to duty.

C. Scheduling Priority

1. Personnel taking a full shift off shall have priority over partial shifts.
2. Personnel taking twelve (12) hours off or more shall have priority over personnel taking less than twelve (12) hours.
3. If a conflict occurs, the person scheduled for a lesser time amount off may increase the amount to insure the time off.
4. Bumping will not be allowed after the last shift worked by the parties involved.
5. Union, training and safety time off scheduled thirty (30) days in advance will be considered as one person off unless;
6. Holiday/Vacation time utilization (twelve (12) hours or more) will bump union, training and safety time if scheduled thirty (30) days prior to the first day of the scheduled Union/Training/Safety time off.
7. When Union/Training/Safety time is scheduled inside the thirty (30) day limit, this time may not be bumped.

21.3 Weekend Holidays

- A. For all non-shift employees, whenever an authorized holiday falls on Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on Saturday, the previous Friday shall be observed as the holiday.
- B. When an authorized holiday falls on an employee's day off, such coincidence shall not reduce the total time off for which the employee is entitled.

21.4 Holiday Use

Holiday time may be used in one-hour increments. To be considered a holiday, it must be scheduled within 60 days of the date of the leave. Time off scheduled beyond 60 days of the date of the leave shall be considered vacation. The accumulation continues monthly and may be used at that time, in minimum of one hour and not less than 1/4-hour increments thereafter.

21.5 Cancellation

In the event injury or extended illness reduces the work-force, an employee's holiday may be cancelled with five (5) days notice in order to fill-in for the injured or ill employee(s) unless holiday hours are scheduled thirty (30) days in advance and exceed twelve (12) hours. Where holiday time is so scheduled, thirty (30) days notice is required to cancel the time off.

21.6 Accrual Sell Back

With Department Head approval, an employee may sell back his/her earned time off (Vacation/Holiday Hours) prior to the end of the fiscal year at the hourly rate of the employee.

ARTICLE 22 - VACATIONS

22.1 Accrual

All employees in the career service shall be entitled to vacations with pay. This time shall be earned monthly, but not to be used until the employee successfully completes a one (1)-year probationary period. The accumulation continues monthly and may be used at that time, in minimum of one hour and not less than 1/4-hour increments thereafter.

Time shall be accrued throughout the month and shall be credited to the employee on a pro-rated basis if the employee does not work a full month.

Vacation time for forty (40) hour per week Fire Department personnel is based upon the number of years of service the employee has with the City of Roseburg as follows:

Effective July 1, 2015, the accumulation shall be as follows:

1 through 4 years service	7.67 hrs/mo accumulation rate (11.5 Days)
5 through 10 years service	11.00 hrs/mo accumulation rate (16.5 Days)
11 through 15 years service	14.34 hrs/mo accumulation rate (21.5 Days)
16 through 19 years service	17.67 hrs/mo accumulation rate (26.5 Days)
20 or more years service	19.00 hrs/mo accumulation rate (28.5 Days)

Vacation for firefighters in the career service working twenty (24)-hour shifts shall be regulated as follows:

Effective July 1, 2015, the accumulation shall be as follows:

1 through 4 years service	13 hrs/mo accumulation rate
5 through 10 years service	18 hrs/mo accumulation rate
11 through 15 years service	23 hrs/mo accumulation rate
16 through 19 years service	28 hrs/mo accumulation rate
20 or more years service	30 hrs/mo accumulation rate

22.2 Cancellation

In the event injury or extended illness reduces the work-force, an employee's vacation time may be cancelled with five days notice in order to fill-in for the injured or ill employee(s), unless vacation hours are scheduled thirty days in advance and they exceed twelve hours. Where vacation time is so scheduled, then thirty day's notice is required to cancel the time off.

22.3 Maximum Accrual

An employee's vacation accrual shall be reduced to their maximum accrual effective January 1 of each year. Any hours above the maximum on January 1 will be lost unless such loss is due to the City's cancellation of a scheduled vacation or inability to take vacation as a result of an illness or injury. If an employee is over their maximum accrual at time of retirement, the City's obligation to pay for such vacation will be limited to their specified maximum accrual.

*Maximum vacation accrual is 600 hours. Employees who will become eligible for retirement, without penalty, under the PERS Rules within three calendar years will be permitted to increase their vacation accrual from 240 hours to 600 hours for non-shift employees and to 900 hours for shift employees. Any hours above the maximum at time of retirement will be lost.

*Maximum vacation accrual is 600 hours (except for those who had higher accruals as of 6/86 schedule attached) Employees who will become eligible for retirement, without penalty, under the PERS Rules within three calendar years will be permitted to increase their vacation accrual from 240 hours to 600 hours for non-shift employees and to 900 hours for shift employees. Any hours above the maximum at time of retirement will be lost.

*Please see attached schedule for maximum accruals as of June 1986 when maximums were set.

Any employee hired after 11/1/88 will have a maximum accrual of 600 hours regardless of proximity to retirement.

22.4 Termination or Death

Upon termination, an employee shall be paid a lump sum for all accrued vacation time that he has earned in accordance with these rules prior to the termination, except that no payment shall be made for termination made during an employee's probationary period. However, in case of death, compensation for accrued vacation shall be paid in the same manner that salary due the decedent is paid. Payment shall be at the employee's regular hourly rate in effect at time of termination or death.

ARTICLE 23 - SICK LEAVE WITH PAY

23.1 Accrual

All union members in the career fire service shall be entitled to sick leave with pay.

- A. New Hire Credit: A new employee covered by this Agreement shall be awarded sick leave in advance of earning it and dating from the first day of employment according to the following schedule:
1. A firefighter working a twenty-four (24)-hour shift will receive seventy-two (72) hours in advance.
 2. A firefighter working a forty (40)-hour per week schedule will receive forty-eight (48) hours in advance.

No additional hours of sick leave will be added to such an employee's accrued sick time earned during his/her first six months of service. Such an employee will begin to accrue sick leave during the seventh month of employment.

Should such an employee use sick leave in advance for any reason and terminate prior to earning the amount used, the City shall dock said employee's final pay check for the amount due. If the employee's check is insufficient to cover the amount due the employee will pay the remaining owed to the City within thirty days of termination.

- B. **Regular Accrual.** Sick leave shall accrue at the rate of fourteen hours per full calendar month of services; a career employee who works less than full time shall accrue sick leave in proportion to his lesser time of work. There is unrestricted accumulation to all earned sick leave and at retirement, based on the fold-in rules and schedules of the Public Employee Retirement System, one-half of all unused sick leave will be applied toward retirement benefits. Sick leave shall be the only wage compensation available to those on sick leave, but shall not affect the accrual of other benefits.

Employees who are granted a leave of absence with pay, for any purpose, shall continue to accrue sick leave at the regular prescribed rate. Sick leave shall not accrue during a leave of absence without pay. (Refer to Article 24.)

However, when an on-the-job injury occurs and sick time is deducted, such time will be restored to the employee's sick leave balance if the workers compensation claim is accepted.

23.2 Utilization

An employee may use accrued sick leave when unable to perform his work duties by reason of:

- A. illness or injury;
- B. necessity for medical or dental care;
- C. exposure to contagious disease under circumstances by which the health of the public or fellow employees would be endangered;
- D. serious illness in employee's immediate family. Immediate family is defined as wife, husband, child, brother, sister, parents or other close relative.
- E. family leave and parental leave, in accordance with City policy, which will not be reduced or changed without bargaining.

Under no circumstances shall the City grant an employee sick leave with pay for injury resulting from employment other than with the City.

23.3 Notification Requirement

In order to qualify for pay for time spent on sick leave, an employee shall, unless physically unable to do so, attempt to notify the on-duty Battalion Chief as soon as possible, preferably:

- A. prior to 6:00 AM before the commencement of the employee's shift;

- B. whatever other time the supervisor specifies in advance of the leave.
- C. If an illness or injury prevents an employee from working more than one shift, the employee must notify a Chief officer as soon as possible unless the department has been notified by a doctor that the employee is not to work within inclusive dates. In cases of continuing illness, the employee shall inform a Chief officer periodically, as requested, of the employee's continued inability to work.

23.4 24-Hour Shift Use

Special provisions shall apply to firefighters who work a twenty-four (24)-hour shift. When sick leave is taken from a twenty-four (24)-hour shift, twenty-four (24) hours sick leave shall be charged for each shift absent. Sick leave shall be used in a minimum of one (1) hour and not less than one-half (1/2)-hour increments thereafter.

23.5 Termination

No compensation for accrued sick leave shall be allowed for an employee when he/she terminates service with the City except as specified in the Retirement Article.

23.6 Validation

Sick leave is a short-term disability benefit which the parties agree should be taken only when illness requires it and when allowed by state and federal law.

A physician's certificate of illness is not required as a matter of course; however, the City may require a certificate of illness and inability to return to work, or of eligibility to work light duty, if the circumstances so warrant. If so required, City will pay only medical insurance co-pay amount. In the event an employee receives a physician's certificate the level of fitness for duty by the physician will be forwarded to a Chief Officer as soon as possible.

ARTICLE 24 - ON THE JOB INJURY OR ILLNESS

In the event an employee becomes ill or injured as a result of their employment with the City and such illness or injury is found to be compensable, the City's obligation to pay under this Article is the difference between compensation received from the workers' compensation carrier and the employee's net salary. (Employee's net pay will be calculated and then legal deductions will be taken.) Sick leave accrual will not be deducted as a result of this provision. Neither will sick leave accrue during this time (refer to Article 23). Such compensation shall continue until the employee is able to return to work, or is declared permanently disabled and unable to return to work. Employees shall be required to report their workers' compensation earnings to the City when they receive them, to allow the City to properly compensate the employee to their net pay.

In any event, employees covered by workers compensation shall be entitled to continuation of their insurance benefits and monthly allowance according to this agreement and statutory requirements.

Employees that are within three years of normal retirement may turn their lost time compensation benefits back to the City and receive their paycheck to the gross, minus legal deductions.

Light Duty

As agreed during contract negotiations, the following constitutes the policy for light duty assignments in the Fire Department. This policy applies to illness or injury which has taken place on or off the job. In the event all light duty assignments cannot be accommodated, those who have sustained an on the job injury shall take precedence in light duty tasks over those incurred off the job.

The intent of this policy is to facilitate the healing process for employee injuries to decrease time loss and to take advantage of the skills and abilities of the employees who are unable to do all of the tasks of their regularly assigned position.

When an employee is unable to perform the regular duties of his/her position, due to an injury or illness he/she shall be assigned to a light duty position.

When an employee is evaluated by a physician for fitness for duty, the employee will present the physician with a job description and a full and light duty explanation. The employee shall provide a doctor's statement that he is unable to perform his/her regular duties. A release for physicians' information on physical capacities, duration of treatment expected and prognosis as pertains to that particular illness or injury is to be provided to the City, as soon as possible, and will be signed by the employee.

Job descriptions and required activities will be provided to the attending physician to assure proper assignments for light duty.

Light duty assignment will be in the fire prevention office and/or training. The administration will be responsible for the assignment of duties. If, in the opinion of the doctor, the employee is not capable of the assigned work, the employee may be assigned to another available light duty assignment. This may be in any suitable task beneficial to the Fire Department that can be safely performed by the employee.

When on light duty, the work week schedule will be the same as a forty (40)-hour employee. When an employee is unable to work the full schedule of a forty (40)-hour week employee, by virtue of the extent of the illness or injury, a part time schedule can be arranged to meet the employee's physical capacities as determined by the attending physician.

There will be no charge of sick leave for attendance at a doctor's office, or for therapy due to the injury or illness which is job related and the subject of an accepted workers compensation claim. Sick leave provisions will apply in the event the illness or injury is not an on the job injury. However, Light Duty participants are encouraged to schedule physical therapy or medical appointments around the modified work schedule as much as practical, preferably at the beginning or end of assigned work hours. Verification of appointments with medical providers may be requested.

Time worked under light duty assignments will be considered as any other time worked in determining seniority. No overtime will be paid while employees are on light duty assignment.

In the event an employee remains on light duty beyond thirty (30) days from the first day of light duty assignment, the accrual rate for benefits shall be amended to the forty (40)-hour rate.

Upon return to regular shift duty assignment, accrued benefits shall be re-computed at an equivalent rate.

In any event, light duty assignments are not expected to extend beyond the ninety (90) days stated in the contract unless full recovery is expected. In that event, a full medical report and prognosis for full recovery shall be provided by employees attending physician. The decision to continue light duty shall be made by the Fire Chief or designee based on this medical opinion. If a full recovery is likely or expected by the attending physician, the light duty may extend to a maximum of fifteen (15) months. If eligible for temporary PERS disability at the ninety (90) days, employee may opt to use that benefit.

In every instance, this policy shall be coordinated and supervised by the Fire Chief or designee(s) with cooperation from the Personnel and Finance Departments. All company officers and employees shall assist in the full recovery and re-integration of co-workers into light duty and regular assignments as much as possible.

Light duty is intended as a temporary assignment only. No regular position will automatically be created to accommodate light duty restrictions on employees' activities.

A doctor's release will be required stating the employee is capable of returning to regular duty.

ARTICLE 25 - MISCELLANEOUS LEAVE WITH PAY

An employee in the career service is entitled to leave from duties without loss of time, pay, or other leave benefits for absence caused by:

- A. time necessary for voting;
- B. jury service;
 - 1. Employee shall be released from all shift activity one hour prior to reporting time. This will ensure ample time to report for jury in a presentable condition.
 - 2. The employee shall notify the Officer-in-charge as soon as employee learns (s)he will be required to report for jury duties.
 - 3. Should jury duties require special considerations (such as Federal Court in Eugene or jury duties of a special nature) the Officer-in-charge will allow ample time for the employee to prepare and report for those duties.

4. Employees will report for work within one-half hour after release from local jury duty or two (2) hours after release from Eugene Federal Court.
 5. Uniforms will not be worn while serving on jury duty.
- C. Legal witness; however, only in situations in which the employee is not a principle;
- D. Attendance in court resulting from official duties.

Any monetary compensation received for such absences during on duty time shall be endorsed over to the City of Roseburg.

- E. Funerals, not to exceed:
1. Four (4) hours in the Roseburg area for non-family members; up to twenty-four (24) hours when the funeral is outside of the Roseburg area.
 2. Seventy-two (72) consecutive hours for members of the immediate family.

If additional leave is necessary, sick leave or leave without pay may be used.

Additional bereavement leave may be available through the provisions of the Oregon Family Leave Act (OFLA).

ARTICLE 26 - LEAVE OF ABSENCE WITHOUT PAY

Upon the written request of an employee, the City Manager may grant a leave of absence without pay for a period not exceeding twelve (12) months. During such absence, all unused accrued benefits shall be maintained.

ARTICLE 27 - DISCIPLINE AND DISCHARGE

27.1 Discipline and Discharge

No employee shall be disciplined or discharged except for just cause. Oral warnings or reprimands shall not be considered to be discipline and shall not be subject to the grievance procedure.

27.2 Probationary Employee

This article shall not apply to any employee on probation as defined in Article 14(A) relating to probation of new employees.

27.3 Due Process

In the event the City believes an employee may be subject to discipline greater than a written reprimand, at a minimum the following procedural due process shall be followed:

- A. The employee shall be notified in writing of the charges or allegations that may subject him to discipline;

- B. The employee shall be notified in writing of the disciplinary sanctions being considered.

ARTICLE 28 - RESIGNATION

28.1 *Unauthorized Absence*

Employees absent from work for more than two (2) working days and who have not been granted a leave of absence during the period, or who do not present satisfactory evidence showing they were unable to report, shall be deemed to have resigned.

28.2 *Resignation Notice*

Employees desiring to resign must give their Department Head two (2) weeks notice of their intention. The notice should state the reason for leaving. With approval of the City Manager, shorter notice time may be granted. Failure to give proper notice under this article will be documented in the employee's personnel file.

The City will give employees thirty days written notice of intent to layoff.

ARTICLE 29 - TUITION REIMBURSEMENT AND TRAINING

29.1 *Reimbursement*

Fifty-percent (50%) of an employee's tuition cost shall be paid by the City upon successful completion of job related courses which are usually college accredited and taken on the employee's own time. Prior approval must be granted by the employee's Department Head and the City Manager. Requests for payment are made at the conclusion of the course and must be accompanied by a tuition receipt and grade slip. Fees paid to challenge courses or having transcripts and records evaluated are not a subject for tuition reimbursement. Employee's enrolling in courses prior to the City approval do so at their own risk.

29.2 *In-service Training*

In-service training may be paid in full or in part by the City. This is a Fire Department budget item. Selection for this type of training expenditure is made by the City.

29.3 *Training Committee*

A joint Labor/Management Committee shall be formed which will consist of two union and two management members. This Committee will be advisory to the Fire Chief. The Committee assists in reviewing training fund disbursement to help ensure fair and equitable opportunity for each member to attend training classes. In addition, this Committee will provide input into the ongoing in-service training provided for all personnel.

29.4 *EMT Certification*

The City will be responsible for paying all recertification fees for all levels of EMT.

ARTICLE 30 - SAFETY COMMITTEE

The City and the Union shall maintain a joint Safety Committee within the Fire Department, consisting of three (3) bargaining unit and three (3) management employees.

The Union members on this Committee may be granted time off for the purpose of attending safety and/or health conferences or seminars. This time shall be approved by the Fire Chief pending adequate staffing.

The bargaining unit shall provide one person to attend and be a member of the City Safety Committee.

ARTICLE 31 - HAZARDOUS MATERIALS

31.1 Membership

Opportunity to fill vacancies on the hazardous materials team will be extended to all bargaining unit members. Decisions on appointments to the team will be made by current City of Roseburg hazardous materials team members. If a consensus cannot be reached, the Assistant Chief will make the final decision.

31.2 Call-outs

The City will provide the bargaining unit with a written policy regarding minimum staffing according to current standards.

When required by the staffing levels specified in the above-described policy, the City will call-out additional personnel to meet minimum staffing requirements when on-duty hazardous materials team members are required to respond to such accidents.

The City will establish a voluntary "Hazardous Materials Call-out Box." Employees wishing to be considered for call-outs to maintain minimum staffing during hazardous materials calls shall so notify a Chief Officer.

Acceptance of a call-out for a hazardous materials call shall only be recorded in the "Hazardous Materials Call-out Box."

Refusal to accept a call-out for a hazardous materials call shall be recorded in the "Hazardous Materials Call-out Box" and the regular call-out box.

If no employees are available for call-out from the "Hazardous Materials Call-out Box," the City will utilize the regular call-out box. Refusals to be called out in this situation shall not be counted as such in the regular call-out box.

31.3 Training

Employees required to attend training as a result of their participation on the hazardous materials team shall be compensated in accordance with the federal Fair Labor Standards Act.

ARTICLE 32 - INCENTIVE PAY

32.1 Schedule of Incentives

Employees shall receive the below-listed incentive pay based upon rank/step when achieving the specified levels of certification and/or education.

- | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| A. | EMT Intermediate Certification | 6% |
| B. | EMT Paramedic Certification (supercedes Intermediate) | 6% |
| C. | Shift Lead Emergency Medical Services Technician | 2% |
| D. | Hazardous Materials Team | 2% |
| E. | Four Year College Degree (any major) | 2%; or |
| | 4% incentive for bachelor's degree in Fire Science, Fire Administration, Fire Prevention, Business Administration, Business Management, Public Administration, Public Management, Fire Management, or other bachelor's degrees related to fire service as deemed by committee of (3) three. The committee will comprise of (1) one Chief Officer, (1) one union official, and (1) Human Resources Director. | |
| F. | Two Year Degree in Fire Science | 2% |

ARTICLE 33 - ACTING IN CAPACITY

When a firefighter or driver/engineer works in a higher rank for a total of one hour or more in a shift, the employee will receive one (1) extra hour of pay at the time and a half (1-1/2) rate for each shift so worked. (Time and a half (1-1/2) rate refers to time and one half (1-1/2) of the employee's regular rate of pay.) Acting in capacity pay will be issued to a maximum six employees per shift, unless an emergency situation arises I.E. emergency overtime, injury, illness, or related circumstances.

The intent is to make sure individuals who receive A/C do not get moved from station to station to save from paying additional A/Cs, or for members to intentionally take time off to create A/C opportunities.

Shift extensions excluded.

ARTICLE 34 - DRUG AND ALCOHOL TESTING

The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance constitutes a serious threat to the health and safety of the public, to the safety of fellow workers and to the efficiency of operations. The parties, therefore, agree that a drug and alcohol testing procedure will be included in this Agreement. Appendix C, Substance Abuse Testing (Section three), will be governing for all employees covered by this Agreement.

ARTICLE 35 - AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto unless otherwise agree by the parties.

ARTICLE 36 - APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered or lettered, dated and signed by the responsible parties and be subject to all the provisions of this Agreement.

ARTICLE 37 - SAVINGS CLAUSE

The provisions of this contract are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be illegal or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

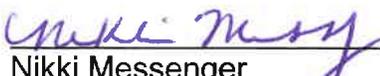
ARTICLE 38 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2018 and shall remain in full force and effect until the 30th day of June 2021. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other by a written proposal by the 1st day of November of the last contract year, that it desires to modify the certain specific items of the agreement.

IN WITNESS WHEREOF, the parties of this Agreement have executed the same, by their officers and agents as duly authorized.

CITY OF ROSEBURG

**ROSEBURG FIREFIGHTERS ASSOCIATION
IAFF LOCAL 1110**



Nikki Messenger
City Manager Pro-Tem



Kohl Smith
President

Dated: 8-19-19

Dated: 9-2-19

APPENDIX A

GRIEVANCE

1. Grievant: _____

2. Date/Time Grievance Arose: (First Knowledge or Occurrence):

3. Statement of the Facts:

4. Suggested and Remedial Action Desired:

5. Contract Article(s) Violated:

Signature of Grievant

Date

Signature of Union Representative

Date

Step 2 (Assistant Chief)

Granted _____ Denied _____

Signature Date

Referred to Step 3:

Union Representative Date

Step 3 (Fire Chief)

Granted _____ Denied _____

Signature Date

Referred to Step 4:

Union Representative Date

Step 4 (City Manager)

Granted _____ Denied _____

Signature Date

Step 5 (Arbitration)

Arbitration Requested

Union Representative Date

APPENDIX B

I.A.F.F. AGREEMENT

**VACATION ACCRUALS
JUNE 30, 1988**

<u>EMPLOYEE #</u>	<u>BIRTHDATE</u>	<u>EMPLOYEE NAME</u>	<u>ACCRUAL</u>
3630	04-25-48	Banks, Bob W.	600.00
3730	03-03-44	Bergstrand, Hugh M	665.50
3650	08-12-51	Farris, Jeffery E.	600.00
3660	09-19-62	Fox, Tracy A.	600.00
3760	03-04-50	Helms, Richard J.	600.00
3780	05-21-57	Herron, Allen D.	600.00
3790	09-17-58	Kay, John E.	600.00
3665	03-25-58	Kollen, Bryan R.	600.00
3680	09-06-56	Ledford, Gary P.	600.00
3710	10-30-56	Pratt, Edwin R.	600.00
3820	02-13-43	Wisdom, Burnard G.	612.00

APPENDIX C

III. TESTING

A. PROCEDURES

1. Testing will be requested by a supervisor, Chief Officer, or designated management employee in those instances where an employee and/or any supervisor feels that reasonable suspicion exists. In the event the immediate supervisor is the person suspected of substance abuse, the employee shall go to the next level in the chain of command above the supervisor suspected.

Such requests to test will be made in the presence of the employee and a Union representative should the employee request Union representation. An employee shall not rely on this provision to defeat the purpose of the test.

2. When testing is called for as stated above, the employee will immediately be taken by a supervisor, Chief Officer, or designated management employee to a testing laboratory, where a urinalysis, blood and/or breathalyzer test will be undertaken. If the employee so requests, a Union representative may accompany him/or her to the testing laboratory.
3. Employees who submit to a urinalysis, blood and/or breathalyzer tests will be asked to sign a Consent Form for Drug and Alcohol Testing, attached as Exhibit B. Exhibit E, Occupational Health Medical Referral Form, must be completed as well and will be available from the Chief Officer transporting the employee to the testing facility. The testing is to be undertaken at an available lab. If applicable, the transporting Chief Officer should call ahead to ask the lab to call in a qualified representative to undertake the breathalyzer testing.
4. The laboratory will be licensed by the Oregon State Department of Health in compliance with ORS 438.435 and OAR 333-24-305 et seq.
5. If the employee claims use of drugs under medical supervision, the supervisor must require documentation from the employee within 24 hours of the collection of the sample. The documentation will be forwarded to the medical review officer (MRO).
6. The collected sample will be immediately subjected to the proper panel of tests, as designated by the City. The finding(s) will be delivered, in sealed envelopes, to the employee and the Personnel Director. Under no circumstances will the employee taking the person to be tested to the lab be in a position to observe the test (i.e., breathalyzer).
7. The employee who will be provided the result in an envelope will know the Breathalyzer test result, conducted without the transporting employee present. The envelope given the transporting employee (usually a Chief Officer) will remain sealed and be delivered as soon as possible to the Personnel Director.

8. The Personnel Director will open the envelope and a recommendation for further action will be made based upon the results of the test.
9. The City and the Union understand that results of any test must be made available to the individual being tested, and that nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.
10. The urinalysis-screening test shall be performed using the Gas Chromatography Mass Spectrometry (GC/MS) test, or if at any time a test exists with a higher rate of reliability than the GC/MS Test such test shall be used in place of the CG/MS Test.
11. Any positive results on the individual urinalysis screening test will be confirmed through the same method of testing, the Gas Chromatography Mass Spectrometry (GC/MS) test
12. The following procedures shall be used as soon as reasonably possible whenever an employee is requested to give a blood sample:
 - a. The employee will be transported to a local hospital or lab to have the blood drawn. The test shall be given in such a manner as to protect authenticity and reliability of the sample and the privacy of the individual.
 - b. Immediately after the sample has been drawn, it will be divided into three equal parts. Each of the three equal portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. Two of the samples will then be sent or delivered to the Department's designated testing laboratory. The other portion will be held for the employee for 30 days or until the employee either instructs that it be sent to their designated lab or destroyed, whichever is earlier.
 - c. If the test is positive for the presence of alcohol or controlled substances the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test (sent to or from the City by the laboratory). The employee will then have the option (at his or her own expense) of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards previously specified.
 - d. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary, therefore, the City agrees that if the security of the sample is compromised in any way, any positive test shall be deemed invalid and may not be used for any purposes.

13. If the results of the urinalysis test are positive the employee may within 30 days request a third verifying test on a sample taken from the frozen specimen as stated in paragraph 17 below.
14. The City and Union will review all testing procedures annually to determine that the tests used are in compliance with current law and standards of practice as defined by ORS 438.435 and OAR 333-24-305, et seq. and any other applicable statutes and administrative rules. In the event the two parties do not review current established practices, the practices set forth in this policy will remain in effect.
15. An employee who has been requested to submit to urinalysis, blood and/or breathalyzer tests will be placed on administrative leave with pay pending the results of testing.
16. The City will pay all the cost of collection and testing. The City, if requested by the employee, shall pay the cost of a verifying test, only if the results are negative.
17. All blood and urine samples that have been collected and tested will be frozen and stored for thirty days at the testing laboratory for the purpose of a retest should one be required. Positive samples will be stored longer upon request of the City, the Union, or the employee being tested. Positive samples will be stored longer than 30 days upon written request to the laboratory by the concerned party. Such requests will be made prior to the expiration of the thirty-day period.

A. CONSEQUENCES

1. Consequences of Non-cooperation and Refusal
 - a. In any instance where testing has been authorized as stated in Section III of this policy, refusal by an employee to consent to take such a test when directed to do so by a Chief Officer or refusal by an employee to provide full cooperation in testing or with personnel at the testing facility, shall be considered insubordination, and the employee shall be relieved of duties immediately pending investigation. An employee who fails to provide adequate breath for testing without a valid medical explanation, or who otherwise engages in conduct that obstructs the testing process, shall be deemed to have refused to submit to testing. Refusal to submit to testing shall be considered the same as testing positive and may result in the same consequences.

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2018**

FIREFIGHTER	HIRE	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Base Pay	4903 20.2047	5148 21.2143	5406 22.2775	5677 23.3942	5962 24.5687
1%	4952 20.4066	5199 21.4245	5461 22.5041	5734 23.6291	6021 24.8118
2%	5001 20.6085	5251 21.6387	5515 22.7267	5791 23.8640	6081 25.0591
3%	5050 20.8104	5302 21.8489	5569 22.9492	5847 24.0948	6141 25.3063
4%	5099 21.0124	5354 21.9726	5622 23.0725	5905 24.2339	6201 25.4487
5%	5148 21.2143	5405 22.2734	5676 23.3901	5961 24.5646	6260 25.7967
6%	5197 21.4162	5456 22.4835	5731 23.6168	6018 24.7995	6320 26.0440
7%	5246 21.6181	5509 22.7019	5785 23.8393	6075 25.0343	6379 26.2871
8%	5295 21.8201	5560 22.9121	5839 24.0618	6132 25.2692	6440 26.5385
9%	5344 22.0220	5611 23.1223	5893 24.2843	6188 25.5000	6499 26.7816
10%	5393 22.2239	5663 23.3365	5947 24.5069	6246 25.7390	6558 27.0247
11%	5442 22.4258	5714 23.5467	6001 24.7294	6302 25.9698	6618 27.2720
12%	5491 22.6278	5766 23.7610	6055 24.9519	6359 26.2047	6677 27.5151
13%	5540 22.8297	5817 23.9712	6109 25.1745	6416 26.4396	6737 27.7624
14%	5589 23.0316	5868 24.1813	6163 25.3970	6472 26.6703	6797 28.0096
15%	5638 23.2335	5920 24.3956	6217 25.6195	6529 26.9052	6857 28.2569
16%	5687 23.4354	5971 24.6058	6272 25.8462	6585 27.1360	6916 28.5000
17%	5737 23.6415	6023 24.8201	6326 26.0687	6643 27.3750	6975 28.7431
18%	5786 23.8434	6075 25.0343	6379 26.2871	6699 27.6058	7035 28.9904
19%	5835 24.0453	6126 25.2445	6433 26.5096	6756 27.8407	7095 29.2376
Fire Prevention	5511 31.7942	5787 33.3865	6076 35.0539	6380 36.8077	6699 38.6481

4.25% over previous year

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2018**

PAY SCALE	DRIVER/ENGINEER	LIEUTENANT
Base Pay	6320 26.0440	6835 28.1662
1%	6383 26.3036	6903 28.4464
2%	6446 26.5632	6971 28.7267
3%	6509 26.8228	7040 29.0110
4%	6572 27.0824	7108 29.2912
5%	6636 27.3462	7177 29.5756
6%	6699 27.6058	7244 29.8517
7%	6762 27.8654	7313 30.1360
8%	6825 28.1250	7381 30.4162
9%	6889 28.3887	7450 30.7006
10%	6951 28.6442	7519 30.9849
11%	7015 28.9080	7586 31.2610
12%	7078 29.1676	7655 31.5453
13%	7141 29.4272	7723 31.8256
14%	7205 29.6909	7792 32.1099
15%	7268 29.9506	7860 32.3901
16%	7331 30.2102	7928 32.6703
17%	7394 30.4698	7997 32.9547
18%	7457 30.7294	8065 33.2349
19%	7520 30.9890	8134 33.5192

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2019**

FIREFIGHTER	HIRE	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Base Pay	5111 21.0618	5367 22.1168	5636 23.2253	5918 24.3874	6215 25.6113
1%	5162 21.2720	5420 22.3352	5693 23.4602	5978 24.6346	6277 25.8668
2%	5214 21.4863	5474 22.5577	5749 23.6909	6037 24.8778	6339 26.1223
3%	5265 21.6964	5527 22.7761	5806 23.9258	6095 25.1168	6402 26.3819
4%	5316 21.9066	5582 22.9084	5861 24.0534	6156 25.2640	6465 26.5322
5%	5367 22.1168	5635 23.2212	5917 24.3832	6214 25.6071	6526 26.8929
6%	5418 22.3269	5688 23.4396	5975 24.6223	6274 25.8544	6589 27.1525
7%	5469 22.5371	5743 23.6662	6031 24.8530	6333 26.0975	6650 27.4039
8%	5520 22.7473	5796 23.8846	6087 25.0838	6393 26.3448	6714 27.6676
9%	5571 22.9574	5849 24.1030	6143 25.3146	6451 26.5838	6775 27.9190
10%	5622 23.1676	5904 24.3297	6200 25.5495	6511 26.8311	6837 28.1745
11%	5673 23.3778	5957 24.5481	6256 25.7802	6570 27.0742	6899 28.4300
12%	5724 23.5879	6011 24.7706	6312 26.0110	6629 27.3173	6961 28.6854
13%	5775 23.7981	6064 24.9890	6369 26.2459	6689 27.5646	7023 28.9409
14%	5827 24.0124	6117 25.2074	6425 26.4767	6747 27.8036	7086 29.2006
15%	5878 24.2225	6172 25.4341	6481 26.7074	6806 28.0467	7148 29.4561
16%	5929 24.4327	6225 25.6525	6539 26.9464	6865 28.2898	7210 29.7115
17%	5981 24.6470	6279 25.8750	6595 27.1772	6925 28.5371	7271 29.9629
18%	6032 24.8571	6333 26.0975	6650 27.4039	6984 28.7802	7334 30.2225
19%	6083 25.0673	6386 26.3159	6706 27.6346	7043 29.0234	7397 30.4822
Fire Prevention	5745 33.1442	6033 34.8058	6334 36.5423	6651 38.3712	6984 40.2923

4.25% over previous year

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2019**

PAY SCALE	DRIVER/ENGINEER	LIEUTENANT
Base Pay	6589 27.1525	7125 29.3613
1%	6654 27.4203	7196 29.6539
2%	6720 27.6923	7267 29.9464
3%	6786 27.9643	7339 30.2431
4%	6851 28.2322	7410 30.5357
5%	6918 28.5082	7482 30.8324
6%	6984 28.7802	7552 31.1209
7%	7049 29.0481	7624 31.4176
8%	7115 29.3201	7695 31.7102
9%	7182 29.5962	7767 32.0069
10%	7246 29.8599	7839 32.3036
11%	7313 30.1360	7908 32.5879
12%	7379 30.4080	7980 32.8846
13%	7444 30.6758	8051 33.1772
14%	7511 30.9519	8123 33.4739
15%	7577 31.2239	8194 33.7665
16%	7643 31.4959	8265 34.0591
17%	7708 31.7637	8337 34.3558
18%	7774 32.0357	8408 34.6484
19%	7840 32.3077	8480 34.9451

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2020**

FIREFIGHTER	HIRE	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Base Pay	5264 21.6923	5528 22.7802	5805 23.9217	6096 25.1209	6401 26.3778
1%	5317 21.9107	5583 23.0069	5864 24.1648	6157 25.3723	6465 26.6415
2%	5370 22.1291	5638 23.2335	5921 24.3997	6218 25.6236	6529 26.9052
3%	5423 22.3475	5693 23.4602	5980 24.6429	6278 25.8709	6594 27.1731
4%	5475 22.5618	5749 23.5937	6037 24.7757	6341 26.0233	6659 27.3283
5%	5528 22.7802	5804 23.9176	6095 25.1168	6400 26.3736	6722 27.7006
6%	5581 22.9986	5859 24.1442	6154 25.3599	6462 26.6291	6787 27.9684
7%	5633 23.2129	5915 24.3750	6212 25.5989	6523 26.8805	6850 28.2280
8%	5686 23.4313	5970 24.6017	6270 25.8379	6585 27.1360	6915 28.4959
9%	5738 23.6456	6024 24.8242	6327 26.0728	6645 27.3832	6978 28.7555
10%	5791 23.8640	6081 25.0591	6386 26.3159	6706 27.6346	7042 29.0192
11%	5843 24.0783	6136 25.2857	6444 26.5550	6767 27.8860	7106 29.2830
12%	5896 24.2967	6191 25.5124	6501 26.7898	6828 28.1374	7170 29.5467
13%	5948 24.5110	6246 25.7390	6560 27.0330	6890 28.3929	7234 29.8104
14%	6002 24.7335	6301 25.9657	6618 27.2720	6949 28.6360	7299 30.0783
15%	6054 24.9478	6357 26.1964	6675 27.5069	7010 28.8874	7362 30.3379
16%	6107 25.1662	6412 26.4231	6735 27.7541	7071 29.1387	7426 30.6017
17%	6160 25.3846	6467 26.6497	6793 27.9931	7133 29.3942	7489 30.8613
18%	6213 25.6030	6523 26.8805	6850 28.2280	7194 29.6456	7554 31.1291
19%	6265 25.8173	6578 27.1072	6907 28.4629	7254 29.8929	7619 31.3970
Fire Prevention	5917 34.1365	6214 35.8500	6524 37.6385	6851 39.5250	7194 41.5039

3% over previous year

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

**APPENDIX D
FIRE DEPARTMENT PAY SCALE
JULY 1, 2020**

PAY SCALE	DRIVER/ENGINEER	LIEUTENANT
Base Pay	6787 27.9684	7339 30.2431
1%	6854 28.2445	7412 30.5440
2%	6922 28.5247	7485 30.8448
3%	6990 28.8050	7559 31.1497
4%	7057 29.0811	7632 31.4506
5%	7126 29.3654	7706 31.7555
6%	7194 29.6456	7779 32.0563
7%	7260 29.9176	7853 32.3613
8%	7328 30.1978	7926 32.6621
9%	7397 30.4822	8000 32.9670
10%	7463 30.7541	8074 33.2720
11%	7532 31.0385	8145 33.5646
12%	7600 31.3187	8219 33.8695
13%	7667 31.5948	8293 34.1745
14%	7736 31.8791	8367 34.4794
15%	7804 32.1593	8440 34.7802
16%	7872 32.4396	8513 35.0811
17%	7939 32.7157	8587 35.3860
18%	8007 32.9959	8660 35.6868
19%	8075 33.2761	8734 35.9918

- 6% EMT Intermediate or Paramedic Certification
- 2% HazMat Team Members
- 2% Four Year College Degree (any major) OR
- 4% Four Year Degree in related field as determined by committee
- 2% Two Year Degree (Fire Science Only)
- 2% Lead Emergency Medical Technician

APPENDIX E
Longevity Pay
Effective July 1, 2020

10-14 YEARS	1%
15-19 YEARS	2%
20-24 YEARS	3%
25-29 YEARS	4%
30+ YEARS	5%