

RESOLUTION NO. 3172

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH  
THE BEND FIRE ASSOCIATION AND AUTHORIZING CITY MANAGER  
SIGNATURE**

Findings

A. Representatives of the City of Bend and Bend Fire Association have met in good faith and negotiated a collective bargaining agreement, effective July 1, 2019, through June 30, 2022.

B. The wage agreement provides for compensation adjustments and other changes from the existing Collective Bargaining Agreement with Bend Fire Association.

BASED ON THESE FINDINGS, THE CITY OF BEND RESOLVES AS FOLLOWS:

Section 1: The Collective Bargaining Agreement with Bend Fire Association in the form of the attached Exhibit A is approved.

Section 2: The City Manager is authorized to execute the Collective Bargaining Agreement approved in Section 1.

Section 3: This resolution is effective immediately upon passage.

Adopted on September 4, 2019.


YES: Sally Russell, Mayor      NO: none  
Bruce Abernethy  
Barb Campbell  
Bill Moseley  
Justin Livingston  
Gena Goodman-Campbell  
Chris Piper

  
Sally Russell, Mayor

Attest:

  
Robyn Christie, City Recorder

Approved as to form:

  
Mary A. Winters, City Attorney

**Collective Bargaining Agreement**

between

**City of Bend**

and

**Bend Firefighters Association  
IAFF Local 227**

July 1, 2015 – June 30, 2018

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## PREAMBLE

This Agreement is entered into this 1st day of July, 2015, between the City of Bend, Oregon, hereinafter referred to as the "City" and the Bend Firefighters Association, hereinafter referred to as the "Association."

The mailing address of the City shall be "City of Bend, 710 NW Wall Street, Bend, Oregon 97701." The mailing address of the Association shall be "Bend Firefighters Association, 1212 SW Simpson, Bend, Oregon 97702."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards for wages, hours and other conditions of employment.

## ARTICLE 1: RECOGNITION

The City recognizes the Bend Firefighters Association, IAFF Local 227, as the sole and exclusive bargaining agent for all employees in the Bend Fire Department, excluding part-time, temporary, intermittent, volunteer, clerical, supervisory (not to include Captain), and confidential employees, with respect to wages, hours and other conditions of employment.

Should new classifications be established in the Fire Department, the parties will meet to determine whether the classification should be represented by the Bend Firefighters Association, and if so, to negotiate employment conditions for the newly added classifications.

## ARTICLE 2: CHECKOFF/PAYROLL DEDUCTIONS

- 2.1 The All employees covered under the terms of this Agreement may voluntarily join the Association as a member.
- 2.2 The City, when so authorized and directed in writing by the Secretary of the Association on the authorization form provided by the City, will deduct current Association dues, fees, costs, charges, and assessment from from the wages of such employee The aggregate deduction shall be remitted to the Association on a monthly basis.
- 2.3 Any authorization for payroll deductions may be cancelled by an employee upon 30 days' written notice to the City and the Association, to be effective on the first day of the following month. .

- 2.4 The City will not be liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.
- 2.5 The City of Bend shall make available a deferred compensation plan for employee contribution. Deductions will be made from paychecks upon receipt of proper authorization. Employees are responsible for notifying the payroll office of changes in deductions.
- 2.6 The City reserves the right to modify the existing payroll cycle from semi-monthly to bi-weekly. The City will provide notice to the Association no less than 90 calendar days in advance of this payroll cycle change. Employees will be given the following options to assist with this transition:
- Ability to use vacation and/or compensatory time to cash out 32.1 hours (56-hour employees)/24 hours (40-hour employees) at least one pay period prior to the first bi-weekly paycheck; OR
  - Request a no interest loan from the City, to be repaid in equal installments via payroll deductions. This loan cannot exceed a 12-month repayment plan.

Any assistance provided cannot be in excess of the actual number of hours needed to provide no interruption of regular pay between the last semi-monthly pay period and the first bi-weekly pay period. Employees may not utilize more than one assistance option.

The parties agree that there is no duty to bargain the impact of this payroll cycle change at any point in the future.

- 2.7 The Association agrees to indemnify and hold harmless the City from any claims arising out of the provisions of this section.

### ARTICLE 3: NON-DISCRIMINATION

- 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, ancestry, citizenship, physical or mental disability, veteran's status, medical condition, sexual orientation or gender identity, genetics or other protected status under City, State and Federal Law. The Association shall share, with the City, the responsibility for applying this provision of this Agreement.

- 3.2 The City agrees not to discriminate against any employee for their activity in behalf of, or membership in the Association.

#### ARTICLE 4: MANAGEMENT RIGHTS

The City shall retain the exclusive rights to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department, determining the levels of service and method of operation, including the decision to subcontract (as long as the impact of subcontracting is bargained) , and the decision to introduce new equipment; the right to lay off, transfer, promote, and discipline or discharge for just cause; to assign shift work and determine scheduling of that shift work and any other such rights and functions not specifically referred to in this Agreement.

#### ARTICLE 5: CITY SECURITY

The Association agrees its membership will not participate in a strike, work stoppage or slowdown, or recognize a picket line while in the performance of official duties, or participate in any concerted interruption of City services.

#### ARTICLE 6: ASSOCIATION BUSINESS

The Association agrees to certify in writing to the Fire Chief and Human Resources, members who will serve as official representatives.

- 6.1 Association Business: Provided there is adequate staffing, up to three (3) certified representatives shall be allowed time off to participate in Association business.
- 6.2 Grievance Process: Association representatives shall be allowed time off with regular pay to participate in this process.
- 6.3 Bargaining Sessions: The Association's negotiation team, of which three (3) may be on duty, shall be allowed time off to participate in bargaining sessions. The dates, times and places for negotiating sessions shall be established by mutual agreement.
- 6.4 Association Business Meetings: The Department agrees to allow the Association to have meetings in Department facilities at reasonable and mutually agreed upon times and places. The Association agrees that such meetings will attempt to avoid work disruptions or interruptions.

## ARTICLE 7: WORKING OUT OF CLASSIFICATION

- 7.1 When an employee is assigned to fill the duties and responsibilities of a classification higher than their own, they shall be paid hour for hour at the higher rate of pay as set out in Appendices A, B, and C of this Agreement for time worked in such higher classification.

## ARTICLE 8: CIVIL SERVICE

- 8.1 The City currently has a Civil Service system that covers members of this Association. Should a conflict arise between this Agreement and the Civil Service Rules, this Agreement shall prevail.
- 8.2 The City acknowledges its obligation to provide the Association with a copy of its Civil Service Rules.
- 8.3 Should the City draft proposed changes or change the Civil Service Rules, the City shall immediately forward all of the above to the Association President and Vice President for review. The President and Vice President will also be notified of all meetings.
- 8.4 No change in the City's Civil Service Rules shall affect members of this Association until copies of the changes have been furnished to the Association and the Association has waived its right to bargain over the mandatory aspect of the changes. Should the Association not respond to the City within fourteen (14) calendar days from the date of receipt of the City's proposed changes, the City may rely upon the fact that the Association has waived its right to bargain the proposed changes.

## ARTICLE 9: CITY EMPLOYEE HANDBOOK/COLLECTIVE BARGAINING AGREEMENT

The City agrees to make available to each employee of the bargaining unit a digital or paper copy of the City of Bend Employee Handbook. The Association agrees to make available to each employee of the bargaining unit a digital or paper copy of this Agreement.

## ARTICLE 10: BULLETIN BOARD

The City agrees to maintain a suitable bulletin board in each station, and located in a convenient place to be used by the Association. The

Association shall limit its posting of notices and bulletins to such bulletin board. Such postings shall promote good relations between the parties.

#### ARTICLE 11: OUTSIDE EMPLOYMENT

Employees gainfully employed other than with the City shall ensure that the following conditions are met:

- A. The outside work must be compatible with the employee's City work.
- B. There shall not exist a conflict of interest between outside employment and City work.
- C. The outside employment shall in no way discredit City employment.
- D. Outside employment shall in no way detract from the efficiency of the employee in their City work.
- E. It shall be understood that City work and necessary overtime shall take precedence over any outside employment.
- F. No employee shall perform any service of employment during their City working hours for which they receive additional outside compensation.

#### ARTICLE 12: HOURS OF WORK

12.1 Normal work schedules for full-time Association members shall include:

- A. New employees may work a flexible work schedule during their probationary period at the discretion of the Fire Chief, and shall be paid in accordance with FLSA standards. New employee schedules may be inclusive of paid meal breaks depending on assignment.
- B. Regular fifty-six (56)-hour shift Firefighter/Paramedic, Engineer, and Captain schedules are composed of two (2) consecutive twenty-four (24)-hour shifts, for a total of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Work schedules are inclusive of paid meal breaks.
- C. Forty (40)-hour workweek schedules, at the discretion of the Fire Chief, may be composed of:



- 1) Eight (8) hours per day on the basis of a five (5)-day work week, in each seven (7)-day period, exclusive of a thirty-to-sixty (30-60)-minute unpaid meal break.
- 2) Ten (10) hours per day on the basis of a four (4)-day work week, in each seven (7)-day period, exclusive of a thirty-to-sixty (30-60)-minute unpaid meal break.
- 3) Fire Prevention Personnel assigned to the SRV (Support Response Vehicle) work a ten (10)-hour day on the basis of a four (4)-day work week, in each seven (7)-day period, inclusive of a thirty (30)-minute paid meal break.

12.2 Flexible schedules may be considered for those employees who are not fifty-six (56)-hour employees.

12.3 Effective July 1, 2020 each fifty-six (56)-hour employee shall earn ninety-six (96) hours of Kelly Days per year. Kelly Days hours must be used in forty-eight (48) hour increments. Kelly Days not used during the year in which earned shall not carry over to the following year, and Kelly Days shall have no cash value in the event of separation from employment. Kelly Days will be scheduled in advance per assigned Kelly Days schedule slots. With the exception of the Firefighter classification, no more than one (1) of any classification may be off for an assigned Kelly Days slot.

### ARTICLE 13: SHIFT CHANGES

- 13.1 An employee will be given reasonable advance notice of any change in their shift assignment, except where an emergency exists.
- 13.2 When the City initiates a change in an employee's regular shift assignment, for 56-hour and 40-hour Paramedic and Firefighter positions, employees shall have a minimum of 24 hours off between work shifts.
- 13.3 Trades (56-hour personnel only):
  - A. All trades shall have the approval of a Chief Officer or the departmental automated staffing system when used in accordance with department procedure. Management

reserves the right to discontinue use of the automated system.

B. If an employee is arranging a trade for themselves, they must consider the following responsibilities. Each station must have:

- 1) A Captain or an AIC Captain;
- 2) An Engineer or an AIC Engineer; and
- 3) A Paramedic.

C. If an employee is working a forty-eight (48)-hour shift involving a trade and two (2) stations, it shall be their responsibility to make arrangements for standby until they arrive. No overtime shall be incurred by the City in trade situations.

#### 13.4 Trades (40-hour Paramedic and Firefighter Positions)

A. All trades shall have the approval of a Chief Officer or the departmental automated staffing system when used in accordance to department procedure. Management reserves the right to discontinue use of the automated system.

### ARTICLE 14: OVERTIME

14.1 As used in this Agreement, overtime shall mean that time a fifty-six (56)-hour employee is authorized and directed to work in excess of one-hundred eighty two (182) hours in a twenty-four (24)-day work period, or a forty (40)-hour employee is authorized and directed to work in excess of forty (40) hours in a seven (7)-day work week. Any paid time-off shall be considered time worked for the purpose of overtime calculation.

14.2 Overtime pay shall be the hourly rate set forth in Appendix B, times one and one-half.

14.3 If a fifty-six (56)-hour employee is authorized and directed to work in excess of forty-eight (48) continuous hours or to work in addition to an averaged fifty-six (56)-hour work week, the employee shall receive overtime pay as described in Section 14.2 above, which includes a two and six tenths (2.6%) overtime premium for all time so worked (see notes in Appendix C). This shall become the overtime compensation rate.

14.4 Overtime for emergency call back and/or medical transport:

14.4.1 Fifty-six (56) hour shift personnel authorized and directed to respond to emergency personnel callbacks or medical transports shall be paid at the overtime rate of pay set forth in Section 14.3 above, with a minimum of three (3) hours. Notwithstanding the above, if the recall is between the hours of 2200 and 0600, an employee shall be paid at the overtime rate set forth in Section 14.3 above, with a minimum of four (4) hours. Emergency related assignments shall be made in accordance with the time response limitations as stated in the department PPI Manual. In the event there are no emergency related assignments, the employee shall be released. After being released from duty, the employee is eligible for additional call back compensation per 14.4.1.

14.4.2 Forty (40)-hour schedule personnel authorized and directed to respond to emergency callbacks and/or medical transports shall be paid the overtime rate of time and one-half, with a minimum of three (3) hours. Notwithstanding the above, if the recall is between the hours of 2200 and 0600, an employee shall be paid at the overtime rate of time and one-half, with a minimum of four (4) hours. Emergency related assignments shall be made in accordance with the time response limitations as stated in the department PPI manual. In the event that there are no emergency related assignments, the employee shall be released. After being released from duty, the employee is eligible for additional call back compensation per 14.4.2.

14.5 Fire investigation on-call time is that time during which an employee is authorized to be and agrees to be available to respond to fire prevention and fire investigation call-backs as allowed by Department policy. Compensation for Fire Investigation Team and Fire Prevention Personnel on-call time shall be one hour of overtime at the employee's rate of pay for each shiftperiod, not to exceed fourteen (14) hours. In addition to investigation on-call pay, compensation for call-backs shall be in accordance with sections 14.4.1 or 14.4.2.

Personnel shall not work outside their normal job duties when called back. Examples of fire prevention duties may be public information officer and investigations of fire code violations that are an imminent hazard to life or property. Callback may occur when a high volume of emergency calls or other circumstances have

created the need for additional Fire Investigation Team members and Fire Prevention Personnel.

The Department shall approve qualified Fire Investigation Team members and Fire Prevention Personnel for specific types of responses.

- 14.6 Subject to the work requirements of the department, the Fire Chief or designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Article 14. The maximum number of hours of compensatory time that may be accrued by 56-hour schedule employees shall be ninety-six(96) hours. The maximum number of hours of compensatory time that may be accrued by 40-hour schedule employees shall be seventy-six (76) hours. The City shall contribute the cash equivalent of all additional compensatory time hours in excess of the accrual maximum of 96 hours for 56-hour employees or 76 hours for 40-hour employees into the employee's VEBA account on a monthly basis. Upon termination, retirement or death, the employee or heirs shall receive cash compensation for accrued compensatory time at the employee's rate of pay. To use accrued compensatory time, the employee shall make a request in accordance with department PPI manual. See also article 17.9.

#### ARTICLE 15: SCHOOLS, SEMINARS, TRAINING, MEETINGS

- 15.1 Decisions concerning attendance at seminars, conferences, or other meetings at City expense will be made by the Fire Chief or their designee.
- 15.2 The employee's reasonable actual food, lodging and travel expenses shall be paid by the City for an employee required to attend a conference or business meeting when said conference or business meeting is held at a location other than the employee's regular job location. Meal expenses may be paid at the IRS per diem rate if agreed upon by the employee and the City in advance. Reimbursement shall be either the reasonable actual expenses or per diem, but not both.
- 15.3 An employee who voluntarily attends a course of instruction which is directly related to their Fire Department duties shall receive tuition and instructional material costs reimbursement from the City upon successful completion of the course and if prior written authorization for reimbursement has been obtained.

- 15.4 Education Leave. Each employee shall be allotted a bank of forty-eight (48) hours of Education Leave for 56-hour employees or thirty-two (32) hours of Education Leave for 40-hour employees each fiscal year for use in department-approved voluntary training. Education Leave shall not be carried forward from year to year if not utilized.

It is understood that department-approved Education Leave holds its own calendar leave slot for the first person off on Education Leave. If more than one person has department-approved Education Leave for a given calendar day, all subsequent individuals will occupy a calendar leave slot as currently available in Article 17.9.

Effective July 1, 2020 through July 1, 2022 the Education Leave slot will be suspended.

Specific instructions on the use of Education Leave, Training Leave and the Telestaff code Educational Opportunity Leave can be found in the department's Policies, Procedures and Instruction manual.

Training Leave. Training Leave is granted when the department either requires or allows the employee time off to attend training events that are of either a mandatory or beneficial nature to the Department. Training Leave is granted at the discretion of the Training Chief. Training Leave does not occupy a calendar leave slot.

Educational Opportunity Leave. Educational Opportunity Leave is available when the time off and subsequent vacancy created by the requesting employee does not cause overtime. Educational Opportunity Leave replaces whatever leave that was used to attend training if no overtime was incurred during the time used for training.

Specific instructions on the use of Education Leave, Training Leave and Educational Opportunity Leave can be found in the department's Policies, Procedures and Instruction manual.

- 15.5 Employees shall receive all required training, as provided above, for all professional certification.

## ARTICLE 16: HOLIDAYS

- 16.1 In lieu of paid holidays, all fifty-six (56)-hour Fire Department employees shall receive five (5) shifts off per year at the employee's regular rate of pay, or receive in addition to the regular

rate of pay, overtime rate of four (4) shifts. The additional pay shall be afforded to the employees in the first pay period of November.

- 16.2 For employees assigned to the 40 hour workweek schedule, the following shall be recognized and observed as paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Thanksgiving
Friday after Thanksgiving	Christmas
4 hours of "Eve" leave on either Christmas or New Year's Eve	One Floating Holiday

Holidays are normally observed on the designated day, the Friday proceeding, or the Monday following, in accordance with City of Bend Personnel Policy. Employees working on a designated holiday shall be eligible for time and one-half the regular rate of pay for the number of hours worked or compensatory time off in lieu of pay for the number of hours worked in addition to eight (8) hours of holiday pay.

**ARTICLE 17: VACATIONS**

- 17.1 New fifty-six (56)-hour employees who have completed probation will be credited with vacation at a prorated rate from their date of hire to June 30<sup>th</sup>. After that, the employee will be credited with vacation as per the table below. No vacation time can be taken until probation is successfully completed.

On July 1 of each fiscal year, non-probationary fifty-six (56)-hour employees will be credited with vacation as shown in the table below. Employees will be able to use the total hours credited; however, upon termination for any reason, the employee will not be paid for vacation not accrued.

New forty (40)-hour work week employees who have completed probation will be credited with eighty (80) hours of vacation leave. Thereafter, vacation leave will accrue monthly per the table below.

56-Hour per Week Employees:

Years of Service	Hours per Year	Shifts per Year
1 – 2	96	4
3 – 4	144	6
5 – 9	192	8

10 – 14	240	10
15 - 19	288	12
20 +	336	14

40-Hour per Week Employees:

Years of Service	Hours per Year
1	80
2	88
3 – 5	102
6 – 9	136
10 – 12	153
13 – 15	171
16 - 18	204
19	222
20 +	240

\*In cases of a reduction in rate, employees will be grandfathered until they move to the next accrual rate.

- 17.2 Employees shall be responsible for initiating requests for and using vacation credit. Any such vacation leave shall be for no longer than the employee shall accrue during the fiscal year, plus any vacation carried over from a previous year, as per Section 17.3 of this article.

Vacation and holiday requests shall have the approval of a chief officer or the departmental automated staffing system when used in accordance to department procedure. Request for vacation or holiday leave shall be made at least twenty-four (24) hours prior to the first date being requested. Vacation leave may be granted with less than a twenty-four (24)-hour notice if approved by a chief officer. No more than three (3) Engineer or Captain classifications may utilize vacation leave at the same time.

- 17.3 A maximum of three hundred sixty (360) hours earned vacation leave may be carried into a following fiscal year. In special instances, the Fire Chief may approve a limited extension of the accrual ceiling.
- 17.4 An employee who terminates for any reason prior to successful completion of probation shall not be entitled to cash compensation in lieu of vacation leave.
- 17.5 Upon termination of a non-probationary employee for any reason or in the event of the employee's death, a lump sum payment shall be paid to the employee or employee's estate for a maximum of four

hundred and six (406) hours of earned but unused vacation at the employee's current rate of pay. Vacation accrual in the final fiscal year of service shall be prorated on a monthly basis. Employees who are PERS Tier 1 shall not be subject to the four hundred and six (406)-hour limitation on payout at separation.

- 17.6 A 56-hour employee shall not earn vacation leave if the employee is off work for a period of one hundred sixty-eight (168) or more consecutively scheduled work hours on leave of absence without pay. A 40-hour employee shall not earn vacation leave if the employee is off work for a period of one hundred twenty (120) or more consecutively scheduled work hours on leave of absence without pay. Employees shall continue to accrue vacation leave during the time period in which they are taking vacation leave and for on-the-job injuries, employees shall continue to earn vacation leave up to 90 days.
- 17.7 An employee who terminates for any reason, having used vacation in excess of the amount earned, shall have that amount deducted from the final check.
- 17.8 Employees shall be permitted to take vacation in partial shift time segments for identified personal use, subject to approval by the Department. Where the needs of the Department can be met with the approval of time off, approval shall be granted.
- 17.9 At least three (3), fifty-six (56)-hour employees who are members of the Association shall be permitted to take vacation, holiday, compensatory time, floating sick at any one time. The total number of these leave slots will increase from three (3) to four (4) effective July 1, 2017.

Also, effective July 1, 2017, the first employee to be granted Education Leave for a given calendar day takes an additional leave slot, potentially allowing five (5) members off on leave. As per 15.4, if more than one (1) person has department-approved Education Leave for a given calendar day, all subsequent individuals will take one (1) of the four (4) daily leave slots, should one (1) be available.

#### ARTICLE 18: SICK LEAVE

- 18.1 Fifty-six (56)-hour employees shall accumulate sick leave at the rate of fourteen (14) hours for each full month of service. Forty (40)-hour employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Unused sick leave accumulated but not used prior to the execution of this Agreement



shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a maximum of two thousand eight hundred and eighty (2880) hours for fifty-six (56)-hour employees and two thousand (2000) hours for forty (40)-hour employees. New fifty-six (56)-hour employees shall be eligible to use and shall be credited with twenty-eight (28) hours of sick leave at the completion of thirty (30) days of employment and accumulate at a rate of fourteen (14) hours per month thereafter. New forty (40)-hour employees shall be eligible to use and shall be credited with sixteen (16) hours of sick leave at the completion of thirty (30) days of employment and accumulate at a rate of eight (8) hours per month thereafter.

- 18.2 When an employee must be away from the job because of illness in the immediate family, such time off shall be granted by the Fire Chief or their designee and charged against sick leave time.
- 18.3 Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, and exposure to contagious disease under circumstances where the presence of the employee might endanger associated employees or members of the public.

If an employee is injured during outside employment, they shall not be permitted to use sick leave to duplicate benefits from another employer or the State of Oregon.

Verification of illness by a doctor's certificate may be required by the City where the City has reasonable cause to believe that the employee is abusing the sick leave provision of this contract.

- 18.4 After the use of any accumulated sick leave, the employee may use their accrued overtime, holiday credits and vacation credits.
- 18.5 Unused sick leave shall not be compensated directly upon termination or death, but the City will convert unused sick leave to retirement benefits pursuant to the Oregon Revised Statutes.
- 18.6 For the purpose of this contract, immediate family is defined to include spouse, parents, stepparents, children, stepchildren, brother, sister, Registered Domestic partner (as defined by state and local regulations) or any other relative living in the employee's immediate household.
- 18.7 Any such sick leave shall be for no longer period than the employee has sick leave credit.

## ARTICLE 19: LONG-TERM DISABILITY INSURANCE

- 19.1 During the life of this agreement, the City shall provide a long term disability benefit to insure sixty-six and two-thirds percent (66 2/3%) of the current base salary for an employee who works at least thirty (30) hours a week, if disabled due to off or on-the-job injury or illness. The disability insurance will provide salary protection when ninety (90) days have elapsed from the time of the disabling injury or illness. After ninety (90) days, disabled employees will be on leave from the City without pay unless using accrued leave, not including employees on an accepted worker's compensation claim. Subject to carrier rules, health insurance coverage ends when employee is no longer on paid status, unless employee elects COBRA coverage at their own expense.
- 19.2 If an employee becomes disabled, the employee may be medically laid off after exhausting all protected leave(s), any statutory reemployment rights, and reasonable accommodations if the City does not identify any vacant and suitable positions for which the employee is qualified. If the employee is disabled because of a work-related injury or occupational disease, the employee will have up to 24 months (2 years) within which to provide medical information from their attending physician confirming the employee is capable of returning to the position they held at the time of medical layoff. If the employee is disabled for reasons other than a work-related injury or occupational disease, the employee will have up to 12 months within which to provide medical information from their attending physician confirming the employee is capable of returning to the position. If that occurs, the employee will be eligible for possible recall to the former position, subject to City procedures.
- 19.3

## ARTICLE 20: ON-THE-JOB INJURY DISABILITY BENEFIT

- 20.1 The City shall provide on-the-job injury/illness disability benefits as defined by the Worker's Compensation Division of Oregon's Consumer and Business Services Department.
- 20.2 Employees who sustain a time loss on-the-job injury or illness will receive pay protection for one hundred-twenty (120) days from the date of injury or illness. The insurance provider time loss payment will cover sixty-six and two-thirds (66 2/3) of the employee's average monthly earnings (52 weeks).

Upon receipt of an insurance provider check, the employee shall turn the check over to Payroll; in return, the employee will receive one check from the City at a rate equal to their basic monthly earnings.

- 20.3 After one hundred-twenty (120) days, the City's contribution towards the employee's basic monthly earnings will cease. At this point in time, an employee may utilize accumulated sick, holiday, vacation, floating sick or compensatory leave balances to off-set the difference between the insurance provider checks and the employee's basic monthly earnings.
- 20.4 When one hundred and twenty (120) days have elapsed from the time of the injury or illness, the employee may utilize the long-term disability benefit identified in Article 19. An employee on long-term disability cannot utilize sick leave and will be on leave without pay.

#### ARTICLE 21: OFF-THE-JOB INJURY DISABILITY BENEFIT

- 21.1 Employees who sustain an off-the-job injury or illness may utilize one of the following options:

Option 1: Employee may utilize accumulated sick, holiday, vacation, floating sick or compensatory leave balances. If the employee does not have sufficient leave balances, they may access the City's leave donation program.

Option 2: Employee may request modified work as provided in Article 25.

Option 3: Employee may utilize provisions identified in Article 23.

Option 4: Employee may utilize a combination of Options 1, 2 & 3.

- 21.2 An employee unable to return to work after ninety (90) days will be required to access the long-term disability insurance as identified in Article 19. An employee on long-term disability can not utilize sick leave and will be on leave without pay.

#### ARTICLE 22: LEAVE OF ABSENCE WITH PAY

Employees may request leave of absence with pay. Each request will be considered and judged on its own merits and the following guidelines used by the Fire Chief with the concurrence of the City Manager:

- 22.1 Bereavement Leave: In the event of a death of the employee's family or significant personal relationship, a fifty-six (56)-hour employee shall be granted a leave of absence not to exceed forty-eight (48) hours with pay. If travel to attend the service or other responsibilities exceeds two hundred fifty (250) miles, the employee may be granted an additional twenty-four (24) hours with pay, not to exceed a total of seventy-two (72) hours. Forty (40)-hour employees shall be granted a leave of absence not to exceed forty (40) hours with pay. If travel to attend the service or other responsibilities exceeds two hundred fifty (250) miles, the employee may be granted an additional eight (8) hours of pay, not to exceed a total of forty-eight (48) hours. This "compassionate leave" will be granted to the employee based on the Bend Fire and Rescue "Values and Expectations", by the Shift Commander. Exceptions may be granted by the Fire Chief or his or her designee.
- 22.2 Funeral Participation: When an employee serves as a pallbearer or in some other way participates in a funeral ceremony, they will be granted a leave of absence with pay up to four (4) hours.
- 22.3 Witness or Jury Duty: When a City employee is called for jury duty or subpoenaed as a witness, they will not suffer any loss of compensation. All monies received for witness or jury duty while on duty will be surrendered to the City. Employees will report for work when less than a normal work shift is required by such duty.

#### ARTICLE 23: LEAVE OF ABSENCE WITHOUT PAY

- 23.1 Subject to the approval of the City Manager, the Fire Chief may grant a leave of absence without pay not to exceed ninety (90) calendar days.
- 23.2 Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the City Council.
- 23.3 Request for leave of absence must be in writing and must establish reasonable justification for approval of the request.
- 23.4 Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) may be taken without pay pursuant to applicable law.

#### ARTICLE 24: MODIFIED WORK

- 24.1 The Fire Department will provide short-term modified work for employees who are temporarily disabled due to pregnancy, illness, or injury, if appropriate work assignments are available. Modified

work assignments may be granted upon written request by the employee to the Fire Chief or designee. All alternate assignments shall be based upon department needs and the employee's physical limitations as determined by the employee's attending physician.

- 24.2 When an employee requests and is granted modified work due to non-work related reasons that involve a change from a 56-hour to a 40-hour schedule, the employee shall be eligible for holiday, vacation, and sick leave accrual, use, and days off as described for the work schedule to which assigned. The change in accrual and leave usage shall be effective at the beginning of the next pay cycle following six (6) weeks of modified duty.

## ARTICLE 25: MILITARY LEAVE

Military, alternative service, and Peace Corps leave shall be granted in accordance with the Oregon Revised Statutes.

The City and the Association agree that fifteen (15) days of paid, annual military training leave means fifteen (15) calendar days of paid leave.

- A. Employees working a 48/96 schedule (56-hour week) will receive one hundred and twenty (120) hours of paid military leave.
- B. Employees working five (5), eight (8)-hour days (40-hour week) will receive eighty-eight (88) hours of paid military leave.
- C. Employees working four (4), ten (10)-hour days (40-hour week) will receive ninety (90) hours of paid military leave.

"Annual" is measured as one calendar year (October 1 through September 30).

This leave does not have to be continuous or in one block of time (15 consecutive days). However, this leave shall not be manipulated in order to provide paid leave in excess of that intended by the State Legislature.

The City will allow eligible employees to use paid administrative leave on those days of approved Military leave when staffing is at or above the requirements of the Department as long as the employee arranges for a standby trade in order to ensure that overtime liability for such leave will not be incurred by the City. Such administrative leave shall not exceed

the maximum leave allowed in Sections A - C above (120, 88, or 90 hours).

## ARTICLE 26: SALARIES

26.1 Fixed Market Adjustments: Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix B, attached hereto and incorporated herein.

Effective July 1, 2018, all employee's salary schedules were increased by a 2% market adjustment.

Effective July 1, 2019, base pay will be as listed in Appendix B which reflects a 2.0% market adjustment increase.

Effective July 1, 2020, all forty (40) hour employees' salary schedules in Appendix B shall be increased by a 2.0% market adjustment. There will be no salary schedule adjustment for fifty-six (56) hour employees.

Effective July 1, 2021, all employees' salary schedules in Appendix B shall be increased by a 2.0% market adjustment.

Fixed Market adjustment wage increases will be effective on the pay period which includes July 1, 2019, July 1, 2020, and July 1, 2021.

26.3 In lieu of salary, \$75 shall be paid each month for each employee into the HRA/VEBA. Effective July 1, 2020 \$100 shall be paid each month for each employee into the HRA/VEBA.

26.4 Each employee shall be paid at one of the steps in the range prescribed for their classification.

26.5 Normally an employee will be appointed at the first step of the range prescribed for their classification.

26.6 An employee's date of hire shall be their anniversary date. This date can only be altered by approved leaves of absence without pay. A new employee is eligible for consideration for advancement to the next step of the salary range of their classification at the

beginning of the next pay period following completion of twelve (12) months of service.

Subsequent advancement through the salary schedule shall also be at the completion of each succeeding twelve (12) months of service until top step in the salary range has been reached.

- 26.7 Upon promotion, the employee shall be placed at the pay step in the new classification which will ensure a minimum base pay increase of ten percent (10%) of their previous base salary. When an employee is promoted to a new job classification, their anniversary date shall be maintained for purposes of salary step increases. Salary step increases shall be made in the new salary range at the employee's anniversary date.
- 26.8 The beginning step for Engineers will be at least ten percent (10%) more than the step one base wage for a Fire Fighter. The beginning step for Captain will be at least ten percent (10%) more than the top step base wage for an Engineer.
- 26.9 Quick Response Vehicle (QRV). An employee who is assigned to perform the duties of a QRV Medic shall be paid an additional ten percent (10%) of base pay for all time worked in the capacity of QRV medic. Only the QRV medic assignments authorized by the Fire Chief or designee shall be eligible for QRV pay. Employees assigned to work the QRV shall maintain vacation, holiday, and sick leave accrual rates for the work schedule for which they are normally assigned.
- 26.10 Field Training Officer. An employee who is assigned to perform the duties of a Field Training Officer shall be paid an additional ten percent (10%) of base pay for all time worked in the capacity of Field Training Officer. Only the Field Training Officer assignments authorized by the Fire Chief or designee shall be eligible for Field Officer Training pay. Employees assigned to work as Field Training Officer shall maintain vacation, holiday, and sick leave accrual rates for the work schedule normally assigned.
- 26.11 Floater Pay. Floaters (employees who report to a variety of station locations) who are authorized and/or directed to utilize their own vehicles in driving to various work locations will be compensated at the rate of thirty-four hundredths of one percent (.34%) of top step Engineer per shift as a mileage/expense allowance. Floater pay shall be paid a maximum of one time per shift except when working trades or overtime shifts. An employee is only eligible for floater pay when assigned to a different station, for example, an employee

who is assigned to another station assignment for three (3) consecutive shifts will receive only floater pay when moved to that assignment and again upon return to home assignment.

Employees, other than fire prevention personnel, who are required to change station assignments during the course of a shift shall be compensated in accordance with this article, including while working a trade.

#### 26.12 Incentive Pay.

- A. Employees shall be eligible for incentive pay as listed in Appendix A.
- B. Any Paramedic who has provided twenty (20) years or more of Advanced Life Support service to the department may become an Oregon EMT Basic or Intermediate without loss of the Paramedic incentive. Advanced Life Support service is defined as serving the City of Bend Fire Department as an EMT 2, EMT 2D, EMT 3, EMT 4, EMT Intermediate, or as an EMT Paramedic.

26.13 Special Assignments. An employee who is temporarily assigned to perform a special project initiated and directed by the Fire Chief or designee shall receive a five percent (5%) pay differential and shall maintain leave accruals of the work schedule to which regularly assigned.

26.14 Senior Captain Assignment. An employee who is assigned to perform the duties of a Senior Captain assignment initiated and directed by the Fire Chief or designee shall be paid an additional five percent (5%) pay differential and shall maintain leave accruals of the work schedule to which regularly assigned.

### ARTICLE 27: GRIEVANCE PROCEDURE

27.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Both parties shall in good faith disclose any information, material, or testimony of witnesses as early as possible in the grievance procedure in order to encourage early settlement of contract disputes.

27.2 For the purpose of this Agreement, a grievance is defined as a claim by the Association's Executive Board concerning the interpretation, application, or an alleged violation of a specific



provision or clause of this agreement on behalf of an individual or on behalf of the membership.

- 27.3 Informal Resolution: Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Association will attempt to resolve the issue informally with the appropriate personnel.
- 27.4 Formal Resolution: When informal resolution cannot be reached or is impractical, a formal grievance may be filed with the City by submitting a written statement of the grievance at the appropriate step of the grievance procedure as outlined below. The grievance shall contain the following:
1. Name of the grievant(s);
  2. The date of the filing;
  3. Relevant facts and explanation of the grievance;
  4. A list of the articles of the contract allegedly violated; and
  5. A description of the remedy sought.

Grievances must be filed within ten (10) business days after the receipt of the letter imposing the disciplinary action or within ten (10) business days of the alleged violation of the Contract, or within ten (10) business days of the date on which either the grievant or his or her representative became aware, or should have become aware of its occurrence.

Grievances at each step of the grievance procedure will be considered timely if they are delivered by 11:59 p.m. on the last day.

Step 1. Fire Chief: Grievances submitted at Step 1 will be filed with the Fire Chief. There will be a mandatory meeting to discuss the grievance. The Fire Chief will respond in writing to the grievant or his or her Association representative within ten (10) business days of receipt.

Step 2. City Manager: Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or his or her Association representative to the City Manager or his or her designee. Unresolved grievances must be submitted within ten (10) business days after the response is due at Step 1. The City Manager will respond in writing to the grievant or his or her Association representative within ten (10) business days of receipt.

Step 3. Arbitration: In the event the grievance is not satisfactorily settled at Step 2, the Association may submit the matter to an arbitrator to be selected as provided below.

- A. The Association shall within ten (10) business days from the receipt of the City Manager's decision notify the City Manager of the Association's decision to submit the grievance for arbitration.
- B. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot mutually agree on an arbitrator within five (5) business days of submitting the grievance to arbitration, the City and the Association shall immediately request a list of five (5) arbitrators from the Oregon Employment Relations Board. Following receipt of such list the parties shall, within five (5) business days, alternately strike one name from the list until only one name remains. The order of striking shall be determined by the toss of a coin, the loser striking the first name. The one name remaining shall be the arbitrator.
- C. The arbitrator shall hold a hearing at which both parties submit their cases concerning the grievance. The hearing shall be kept private, and shall include only those parties in interest and/or designated representatives.
- D. The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of the Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.
- E. The decision of the Arbitrator shall be final and binding upon the City and the Association.
- F. The cost of the Arbitrator shall be borne equally by the City and the Association, and each party shall bear the cost of presenting its own case.
- G. The Arbitrator's decision shall be made in writing and shall be issued to the City and the Association.

27.5 Any time limits specified in the grievance procedure may be extended for stated periods of time by the City and the Association by mutual agreement in writing. Additionally, the City and the aggrieved party may by mutual agreement waive any step or steps

of the Grievance procedure to advance the grievance in an effort to expedite the matter. Failure of the aggrieved party to comply with any time limitation of the procedure in the Article shall constitute withdrawal of the grievance. Failure by the City to respond within the time limitation of any step in the procedure in this Article shall automatically advance the grievance to the next step.

- 27.6 A grievance may be terminated at any time upon receipt of a signed statement from the Association's Executive Board.
- 27.7 For the purpose of this Article, "business days" shall mean Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding holidays.

#### ARTICLE 28: HEALTH AND LIFE INSURANCE

- 28.1 Medical. During the life of this Agreement, the City shall provide each employee with a family medical, hospital, major medical and vision insurance plan at the current benefit level which is a high deductible medical insurance plan (HDP) combined with a Health Reimbursement Arrangement/Voluntary Employee Beneficiary Association (HRA/VEBA). Insurance plan is subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership.
  - A. The premiums for the medical, dental and vision coverage described in this article shall be paid as follows: City of Bend – ninety percent (90%), Employee – ten percent (10%).
  - B. Employees are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement. Employees who choose not to enroll either themselves or their families within the first month of employment may enroll at a later date as insurance agreements allow, provided however, that each insurance carrier may declare any applicant ineligible at that time.
  - C. The City will credit \$2000 for an individual and \$4000 for a family into each employee's HRA account annually on the first day of the first month of each insurance policy year. In the event of separation of employment prior to the end of the plan year, the amounts credited into the HRA are pro-rated monthly with the plan year. New employees during the plan year will be credited the amounts described above to the HRA subject to the

terms of the HRA. "Family" means the employee plus one or more eligible dependents, as defined in the insurance plan.

- D. For members becoming eligible for coverage under this plan after the first month of the policy year, for the remainder of that policy year the City will credit \$2000 for an individual and \$4000 for a family into each employee's HRA account on the date that the employee becomes eligible for coverage. There will be no contribution to the VEBA Trust during this time.
- E. The medical plan is administered in three phases: deductible, co-insurance and 100% coverage. The deductible is \$4000 for an employee with family and \$2000 for an individual employee; HRA or FSA funds may be used for deductible expenses at the discretion of the employee.

After the deductible has been satisfied, co-insurance expenses will be shared as incurred between the insurance provider, the City and the Association member as follows:

Insurance carrier – 75%  
City – 15.625%  
Employee – 9.375%

After co-insurance has been satisfied, medical expenses are covered at 100% for the remainder of the plan year.

All medical costs are based on medical expenses the insurance company covers as usual customary charges. Cost of medical expenses incurred is based on use of a provider within a preferred network, use of an out of network provider may result in higher costs.

1)

- F. The City will be using a third party administrator HRA plan and the "HRA VEBA Trust" (Spokane) plan. The plans will allow HRA/VEBA money to be used on any allowable medical expenses outlined in the IRS section 213 (d) or any other applicable IRS sections related to eligible medical expenses. The HRA plan provides a debit card(s) option for accessing the HRA, and FSA accounts.
- G. The City agrees to provide a Flexible Spending Account (FSA) plan that complies with IRC Section 125 requirements. This plan will allow for medical or childcare costs to be paid from the employee's pre-tax earnings, and will have a plan year that coincides with the HDP policy year. If IRC

regulations for these programs change, this contract provision may be reopened by either party.

- H. There shall be no fees to the employee or the City for the administration of the HRA/VEBA.
- I. The parties acknowledge that the plan carrier may change to a calendar year cycle. In such event, the intent of this agreement with respect to monetary payments will be applied equitably through pro-rating.
- J. The Association group premium rates will be determined based on all City Department employees' and dependents' experience, including retired employees, and other relevant insurance industry principles. The parties will meet annually, no later than June 1, to review City plan experience and to consider premium rate and plan changes.

## 28.2 Retired Employees.

The parties agree that the terms in this section are restricted to employees who qualify as a "Firefighter" as defined by ORS 238.005 and receive the corresponding PERS benefits restricted to "Firefighters".

From retirement until age 60, the member will be responsible for all costs associated with the retiree insurance plan. Under the High Deductible Health Plan, this includes the premium, deductible, and OOP costs. Retired members will be eligible to continue on the High Deductible Health Plan at either the family or single option.

Employees Hired after June 30, 2012 are eligible for the following:

The City will provide access to the City's health care insurance plan for retired employees hired after June 30, 2012. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible, and for a child until the child no longer meets eligibility requirements. The City shall not be responsible for any costs associated with the retiree health care insurance coverage including Medicare and supplement to Medicare insurance.

Employees Hired prior to July 1, 2012 are eligible for the following sections (a) through (f):

The City will provide access to a medical plan and payment of premiums for a retired employee providing:

- A. The employee has worked for the City of Bend 15 years prior to retirement. If the employee has a gap in service with the City but total combined service equals at least 15 years the employee is still eligible provided that the employee's most recent hire date is prior to July 1, 2012.
- B. The employee retires after their fiftieth (50<sup>th</sup>) birthday.
- C. A medical benefits plan is available under current Agreement with an insurance carrier and the employee and dependents (if applicable) qualify for such a plan.
- D. The employee and dependents (if applicable) are continuously insured under City-sponsored group coverage prior to age 60. Employees retiring prior to age 60 shall be responsible for paying insurance premiums for themselves and their dependents (if applicable) until they qualify for City-paid benefits. Employees who allow a lapse in coverage will not be eligible for future City-sponsored insurance or payment of premiums.
- E. Upon reaching age 60, the City will pay the premium for the retiree for coverage under the City group retiree or PERS-sponsored insurance plan, if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement. The City will also provide a City-funded HRA Med-B account to cover deductible expenses until the retiree reaches age 65. This account will be funded according to the enrollment coverage elected by the employee; if family coverage is elected the City will fund the amount of the family deductible, if single coverage is elected the City will fund the amount of the single deductible. Employees who are retired prior to July 1, 2020 will receive a City-funded HRA Med-B funded in the amount of the family deductible. The City will not pay the premium for any dependent coverage elected.
- F. The City will pay the PERS-sponsored supplement to Medicare insurance premium for the retiree beginning at age 65 if the retiree has continuously maintained City retiree or PERS group insurance since date of retirement. This payment will be provided as a reimbursement to the employee, and the Retiree will be responsible for providing the City proof of

enrollment in a qualified PERS-sponsored Medicare Supplement plan. In lieu of the City paid PERS Medicare supplement, the retiree may elect to opt-out of the City paid PERS supplement and receive an alternate monthly cash benefit. The cash benefit shall be equal to 50% of the average of all Oregon PERS Medicare medical premiums plus the average of all Oregon PERS Medicare dental premiums, or the lowest monthly Oregon PERS Medicare medical and dental premiums combined, whichever amount is lower. The cash benefit amount will be set on an annual basis on or about January 1<sup>st</sup> of each year based on published Oregon PERS Medicare premiums for the upcoming year. However, the cash benefit amount will never decrease from the cash benefit amount on the date of the retiree's election to opt out. The retiree must elect to opt-out prior to receiving any payments under this section and the retiree's election is irrevocable. The cash payment alternative recognizes that there may be Medicare supplement or Medicare advantage plans that may be preferred by the retiree; the cash benefit provided by the alternative may be used by the retiree to payment of all or part of an alternative plan or for any other purpose in the discretion of the retiree.

Dependents may be included in City-sponsored insurance only as long as the retired employee is covered under the group or conversion plan, providing the dependents qualify under current policy agreements and the dependents have been continuously insured under a City-sponsored policy.

Regardless of the above, all retired employees and spouses are eligible for PERS insurance coverage at their own expense providing the employee is eligible for retirement benefits.

- 28.3 During the life of this Agreement, the City shall provide each employee with a family dental and orthodontic insurance plan at the current benefit level, subject to change based on recommendations by the Health Insurance Committee and ratification by Association membership. Employees are eligible for dental coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which their employment terminates, except for cases involving disability or authorized leave. Age limitations for dependents shall coincide with the current insurance agreement

- 28.4 The City will provide each employee with paid 24-hour life insurance protection in the amount of \$50,000 and paid personal accidental protection in the amount of \$50,000. Employees should refer to plan documentation for more information regarding paid 24-hour life insurance and paid personal accident protection coverages. The City will also provide each employee with the option of purchasing life insurance to insure the life of each member of the employee's immediate family, subject to availability and requirements of City's group life insurance carrier. Employees and family members are eligible for coverage on the first of the month following their date of hire and shall become ineligible on the last day of the month in which the employee's employment terminates except for cases involving disability.
- 28.5 Vision Insurance. The City shall provide each employee and dependents a vision insurance plan. Eligibility shall begin on the first day of the month following date of hire and shall end on the last day of the month in which employment terminates. Age limitations for dependents shall coincide with the current insurance agreement.
- 28.6 Supplemental Voluntary Insurances. The City may provide voluntary supplemental insurance coverage to those employees wishing to subscribe at their own cost.
- 28.7. Employee Health Insurance Committee. The Association may appoint two members to represent Fire on the City of Bend Employee Health Insurance Committee. This committee will be composed of two representatives of each participating City of Bend bargaining unit, two employees representing the non-represented employee group and an equal or lesser number of City management staff members. It is the charge of the Employee Health Insurance Committee to look at cost control through plan design and/or investigating different insurance carriers. The committee will strive to maintain a plan that is substantially equal in the insurance benefits to the current benefits. The committee shall meet approximately quarterly to review insurance usage and discuss employee health insurance issues. Should the current insurance plan or one reasonably equal to it become unavailable, the committee will evaluate alternatives and recommend a course of action. If the committee cannot reach a consensus, then a report summarizing the positions of the committee members shall be given to the City Manager and the ruling board of each participating bargaining unit. If any or all parties, the City Manager or the bargaining unit, reject the recommendation of the committee, or cannot reach agreement to change the insurance plan or carrier, then the parties will immediately commence bargaining.



28.6

## ARTICLE 29: LIABILITY INSURANCE

The City shall continue to cover employees during the duration of this Agreement with no less liability insurance than is currently in effect.

## ARTICLE 30: RETIREMENT

30.1 Public Employees Retirement System ("PERS") Members. For purposes of this Section 1, "employee" means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the City will continue to "pick up" the six percent (6%) employee contribution, pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

30.2 Oregon Public Service Retirement Plan Pension Program Members. For purposes of this section, "employee" means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003, and pursuant to Section 3 of that same chapter, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contribution paid by the City under this section shall not be considered to be "salary" for purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

- 30.3 Effect of Changes in Law (Other than PERS Litigation). In the event that the City's payment of a six percent (6%) employee contribution must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent pick up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

- 30.4 Other Post-Employment Benefits (OPEB). The City will provide access to the City's health insurance plan for retired employees hired on or after July 1, 2012. This coverage will be made available to the employee until the employee becomes Medicare eligible, to the spouse until the spouse becomes Medicare eligible and for a child until the child no longer meets legal eligibility guidelines. The City shall not be responsible for any costs associated with retiree health care insurance coverage including Medicare and supplement to Medicare insurance.
- 30.5 Retiree Work-Back Program. The Fire Chief, in their sole discretion, will notify the Association in writing by October 31 of each year regarding whether or not the Retiree Work-Back Program will be offered to employees for the following year.

#### ARTICLE 31: MILEAGE/EXPENSES ALLOWANCE

- 31.1 An employee authorized and directed to utilize his own vehicle in the performance of his official City duties shall be compensated at the current IRS rate.
- 31.2 Subsistence allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expenses or per diem but not both.

## ARTICLE 32: CLOTHING AND UNIFORM

If an employee is required to wear a uniform and/or safety clothing, the City shall furnish such uniform and safety clothing at no cost to the employee.

## ARTICLE 33: SENIORITY AND LAYOFF

- 33.1 "Seniority" as used in this Agreement, is determined by the length of an employee's continuous service with the Fire Department since date of hire as an Association, fair share, or religious objection member. "Continuous Service" is defined as that service unbroken by separation from Fire Department employment, except that time spent on vacation, sick leave, military leave, or employer-approved leave of absence with or without pay. Employees returning from layoff shall be entitled to credit for service prior to layoff.
- 33.2 Any member who takes a position in the Fire Department not covered by this Agreement will lose their seniority after one (1) year.
- 33.3. If the City determines the need for a reduction in Fire Department work force, at least (2) two weeks' prior notice shall be given to the Association and the employees to be laid off. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority.
- 33.4 In the event of a reduction in the number of Captains and/or Engineers, such employees will be bumped back to the next lower rank based on inverse promotion date.
- 33.5 Employees shall be called back from layoff in the order of their seniority of service. A laid off employee who declines to accept reappointment or who does not report for duty when notified by registered mail at their last known address within ten (10) days from receipt of notice shall be considered permanently separated from the service.

## ARTICLE 34: PROBATION AND PROMOTION

- 34.1 The probationary period shall be twelve (12) months for all employees. Prior to the completion of the initial probationary period, employees may be discharged at will.
- 34.2 All promotions shall be subject to a twelve (12)-month probationary period. An employee who fails to successfully complete

promotional probation shall be permitted to go back to the classification they held just prior to promotion.

- 34.3 Promotion to a specialty position within a rank is a promotion to a different classification series. Therefore, should there be a vacancy in a specialty position, all eligible candidates who hold different classifications within that rank or are on an eligibility list for that rank, must compete for promotion to that position and cannot laterally transfer to it.
- 34.4 Changes to the promotional process or promotional requirements shall not be made with less than one year (365 days) notice prior to the test date unless mutually agreed upon by the Fire Chief and Association.
- 34.5 The Association and the City agree to form an advisory committee to review and submit proposed changes for the promotional process for the Chief's approval. The committee will consist of six (6) members, three (3) appointed by the Association and three (3) from the Fire Chief.

#### ARTICLE 35: WORK RULES

The Association shall participate in the formation and/or modification of work rules and ordinances that apply to the safety and welfare of the employees.

#### ARTICLE 36: PERSONNEL FILE

- 36.1 "Personnel File" refers to the formal file of personnel documents maintained in the Human Resources Department.

No material in any form which can be construed to be derogatory shall be placed in the employee's personnel file unless they have been allowed to read such material, to sign such material indicating receipt only, and unless they are given an opportunity to respond in writing to this derogatory material which shall be retained in the employee's personnel file as long as the derogatory material is contained therein.

An employee may request and have removed from their personnel file any letter of reprimand which is more than two (2) years old.

An employee may request and have removed from their personnel file any single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old.

If there is more than one letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time, it and all previous disciplinary letters may be removed from the employee's personnel file upon request.

36.2 Any employee shall have the right of reproduction of their personnel file in full or in part.

36.3 Any employee, upon request shall have access to their personnel file.

#### ARTICLE 37: SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific provisions directly affected by such decision. Upon the issuance of such decision, the Association and the City agree to negotiate a substitute for the invalidated provision.

#### ARTICLE 38: DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July 2019, and shall remain in full force and effect until the 30th day of June 2021. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing on or about December 1st, prior to the annual anniversary date on which it wishes to modify the Agreement. Notification need include only statement of intent to negotiate. Proposal documents exchanged between the parties shall be prepared in a mutually agreed upon format. In the event that such notice is given, negotiations shall begin no later than January 15th prior to the anniversary date. Those provisions not reopened shall automatically renew from year to year. Negotiation impasse procedures will be conducted in accordance with the Collective Bargaining Act of the State of Oregon. This Agreement shall remain in full force and effect until June 30 of any year in which negotiations were initiated to change the current contract.

CITY OF BEND, OREGON

BEND FIREFIGHTERS ASSOCIATION

\_\_\_\_\_  
Eric King, City Manager

\_\_\_\_\_  
James Adams

\_\_\_\_\_

\_\_\_\_\_

Rob DuValle, Human Resources

DATE: \_\_\_\_\_

Stephen Doyle

DATE: \_\_\_\_\_

## APPENDIX A

### INCENTIVES

All certifications renewed or acquired after December 31, 2000 shall be to NFPA standards, if such standards exist. Incentive amounts are in addition to base pay and are cumulative. Captains receiving NFPA/DPSST Fire Prevention/ Investigation Officer (1%) incentive as of July 1, 2009, will be grandfathered.

All employees will be eligible for Paramedic incentive pay. Fire prevention personnel paramedic incentive will be determined by the Fire Chief or his designee on a case-by-case basis.

EMT Paramedic	9.5%
Effective July 1, 2020	
EMT Paramedic	10%

Firefighters are eligible for the following incentives:

NFPA Firefighter 2	1.5%
NFPA Instructor 1	1.5%
Associate Degree at step 6 (see below for details)	

Engineers and Captains are eligible for the following incentive:

Associate Degree in Structural Fire Science or Fire Prevention	5.0%
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Fire Prevention Fire Inspectors are eligible for the following incentives:

NFPA Instructor 1	1.5%
NFPA Inspector 2	0.5%
NFPA Inspector 3	0.5%
NFPA Investigator	1.0%
Associate Degree at step 6 (see below for details)	

Fire Prevention Deputy Marshals are eligible for the following incentives:

DPSST/NFPA Inspector 3	2.0%
Associated Degree in Structural Fire Science or Fire Prevention	5.0%

#### **Firefighters and Fire Inspectors Associate Degree:**

At step six Firefighters and Fire Inspectors who possess the following certifications, certificates, and task books are eligible to receive a 5% incentive for Associates Degree in Structural Fire Science or Fire Prevention;

Firefighter: NFPA Driver, NFPA Firefighter II, NFPA Instructor I, NWCG Firefighter I, Haz-Mat OPS, IS 700, ICS 100, WMD-Awareness 160, EMT Task Book, Type 6 Operator, Aerial Platform Firefighter, Rescue-Firefighter, Type I Medic Driver, Type 2 Medic Driver.

Inspector: NFPA Driver, NFPA Firefighter I, NFPA Inspector 2, NFPA Investigator, IFC Fire Inspector 2, International Code Council (ICC) Fire Plans Examiner, Juvenile Firesetter Specialist, IS-700, ICS-100, Weapons of Mass Destruction-Awareness 160.

APPENDIX B

**BEND FIREFIGHTERS ASSOCIATION  
Salary Schedule  
Effective July 2019**

<b>POSITION GRADE</b>	<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
40003 553	PARAMEDIC (40 HR)	4,577 \$26.4081	4,807 \$27.7316	5,047 \$29.1167	5,299 \$30.5738	5,564 \$32.1025	5,843 \$33.7073
40043 555	FIREFIGHTER (56 HR)	5,181 \$21.2769	5,441 \$22.3448	5,712 \$23.4597	6,001 \$24.6444	6,301 \$25.8752	6,617 \$27.1762
40044 557	FIREFIGHTER (40 HR)	5,181 \$29.8896	5,442 \$31.3941	5,712 \$32.9539	6,001 \$34.6183	6,301 \$36.3532	6,617 \$38.1752
40053 560	FIRE ENGINEER (56 HR)	5,950 \$24.4350	6,247 \$25.6566	6,560 \$26.9396	6,888 \$28.2865	7,232 \$29.7009	7,594 \$31.1859
40054 562	FIRE ENGINEER (40 HR)	5,950 \$34.3270	6,247 \$36.0432	6,559 \$37.8426	6,888 \$39.7378	7,232 \$41.7216	7,594 \$43.8108
40063 570	CAPTAIN (56 HR)	8,393 \$34.4670					
40064 572	CAPTAIN (40 HR)	8,393 \$48.4203					
40213 583	FIRE INSPECTOR (40 HR)	5,855 \$33.7795	6,146 \$35.4585	6,453 \$37.2304	6,776 \$39.0899	7,115 \$41.0488	7,472 \$43.1067
40233 575	DEPUTY FIRE MARSHAL (40 HR)	8,033 \$46.3423					



## APPENDIX C

### FAIR LABOR STANDARDS ACT (FLSA) **WORK PERIOD WAGE OPTION**

The bargaining unit and the City agree to use the work period wage option with a 24-day work period to comply with FLSA regulations. Under FLSA, in a 24-day work period, overtime pay is required when work hours exceed 182 hours. A regular 48-on / 96-off schedule results in 192 hours worked in each 24-day work period. The method of calculating FLSA hourly rates from monthly pay for the 48-on / 96-off schedule, 24-day work period is shown below:

- 192 scheduled work hours in 24-day work period
- 182 FLSA work hours in 24 -day work period
- Difference of 10 hours at overtime rate of 1.5 = 15 hours
- 182 FLSA work hours plus 15 overtime hours = 197 regular pay hours per work period
- 365.25 days divided by 24-day work period = 15.22 work periods per year
- 15.22 work periods divided by 12 months = 1.2683 work periods per month
- Monthly rate of pay divided by 1.2683 = work period rate of pay
- Work period rate of pay divided by regular pay hours per work period = FLSA hourly rate

*Example: Monthly Rate of pay is \$5000*  
 $\$5000/1.2683$  work periods = \$3942.60 (work period rate of pay)  
 $\$3942.29/197$  regular pay hours per work period = \$20.01  
(FLSA hourly rate)

Using the work period wage option, the monthly rate paid prior to FLSA is deemed to be full payment for regular and overtime pay required under FLSA rules. The assumption that the monthly pay includes "overtime pay" under FLSA means that subsequent overtime calculations based on the monthly rate will be compounded on the FLSA overtime. The compounding for a 48-on / 96-off, 24-day work period is  $\pm 2.60\%$ , as referenced in Article 14.3 of this agreement.

*Example: Monthly rate of pay is \$5000*  
Hours worked per month = 243.50 (56 x 52. 18/12)  
Non-FLSA hourly rate of pay = \$20.53 (\$5000/243.5)  
Difference between hourly rates of pay = \$0.52 (\$20.53 - \$20.01) Percentage difference between hourly rates of pay = 2.60% (\$0.52/ \$20.01)