

COLLECTIVE BARGAINING AGREEMENT

between

*The City of Albany, Oregon
(CITY)*

and

*Albany Fire Fighters, LOCAL #845
(UNION)*

JULY ,1 2007

to

JUNE 30, 2010

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

TABLE OF CONTENTS

	<u>Pages</u>
SECTION 1, RECOGNITION.....	1
Article 1.1 Bargaining Agent.....	1
Article 1.2 Temporary Filling of Bargaining Unit Positions.....	1
Article 1.3 Part-Time.....	1
SECTION 2, MANAGEMENT RIGHTS.....	1
SECTION 3, UNION SECURITY.....	2
Article 3.1 Checkoff.....	2
Article 3.2 Fair Share.....	2
Article 3.3 Religious Objection.....	2
Article 3.4 Hold Harmless.....	2
SECTION 4, STRIKES.....	2
Article 4.1 No Strike.....	2
Article 4.2 Penalty for Participation.....	2
Article 4.3 Loss of Benefits.....	2
SECTION 5, UNION BUSINESS.....	3
Article 5.1 Leave with Pay.....	3
Article 5.2 Access.....	3
SECTION 6, HOURS OF WORK.....	3-4
Article 6.1 Work Schedules.....	3-4
Article 6.2 Trades between Employees.....	4
Article 6.3 Late Arrivals for Assigned Shift.....	4
SECTION 7, COMPENSATION.....	4-9
Article 7.1 Wages.....	4-5
Article 7.2 Pay Rates/Periods.....	5
Article 7.3 Step Movement.....	5
Article 7.4 Overtime.....	6-7
Article 7.5 Optional Distribution of Overtime.....	7
Article 7.6 Compensatory Time.....	8
Article 7.7 EMT Premium Pay.....	8
Article 7.8 Longevity Premium Pay.....	8
Article 7.9 EMS Field Trainer.....	8
Article 7.10 Acting in Capacity.....	9
Article 7.11 Wage and Benefit Conversion.....	9
Article 7.12 Salary Movement of 42-Hour Employee to 56-Hour.....	9
Article 7.13 Change in Work Location.....	9
SECTION 8, BENEFITS.....	9-11
Article 8.1 Insurance.....	9-10
Article 8.2 Retirement (PERS).....	10
Article 8.3 Deferred Compensation.....	10-11
Article 8.4 State of Oregon Fees for EMT Recertification.....	11

SECTION 9, EMERGENCY SERVICES PERSONNEL, PAID LEAVE.....	11
Article 9.1 Accrual Schedule.....	11
SECTION 10, LIFE SAFETY SERVICES PERSONNEL, PAID LEAVE.....	11-12
Article 10.1 Accrual Schedule.....	11
Article 10.2 Holidays.....	12
Article 10.3 Holiday Leave.....	12
SECTION 11, ADMINISTRATIVE PROCEDURES FOR LEAVE USE (Sections 9 & 10).....	12-15
Article 11.1 Separation.....	12
Article 11.2 Death in Family.....	12-13
Article 11.3 Retention of Benefits.....	13
Article 11.4 Integration with Workers' Compensation.....	13
Article 11.5 Training Period Employees' Use of Leave.....	13-14
Article 11.6 Vacation Scheduling.....	14
Article 11.7 Maximum Accrual.....	14
Article 11.8 Sick Leave.....	14-15
SECTION 12, ADDITIONAL LEAVE.....	15-16
Article 12.1 Witness/Jury Duty.....	15
Article 12.2 Military Leave.....	16
Article 12.3 Family and Medical Leave.....	16
SECTION 13, LEAVE WITHOUT PAY.....	16
Article 13.1 Duration.....	16
Article 13.2 Reinstatement Rights.....	16
Article 13.3 Status of Benefits.....	16
SECTION 14, TRAINING PERIOD/PROBATIONARY PERIOD.....	16
Article 14.1 New Employees.....	16
Article 14.2 Promotions.....	16
SECTION 15, SENIORITY.....	17
Article 15.1 Definition.....	17
Article 15.2 Seniority Listing.....	17
Article 15.3 Loss of Seniority.....	17
SECTION 16, REDUCTION IN FORCE.....	17-18
Article 16.1 Job Classification Seniority.....	17
Article 16.2 Layoff/Seniority Bump Rights.....	18
Article 16.3 Recall.....	18
SECTION 17, GRIEVANCE PROCEDURE.....	18-19
Article 17.1 Definition.....	18
Article 17.2 Procedure.....	18-19
Article 17.3 Miscellaneous.....	19
SECTION 18, DISCIPLINE AND DISCHARGE.....	19-20
Article 18.1 Standard.....	19
Article 18.2 Progressive Discipline.....	20
Article 18.3 Just Cause.....	20
Article 18.4 Disciplinary Records.....	20

SECTION 19, SAFETY AND HEALTH.....	21-22
Article 19.1 Safety & Health Promotion.....	21
Article 19.2 Safety Committee.....	21
Article 19.3 Equipment.....	21
Article 19.4 Physical Exams.....	21
Article 19.5 Personnel Safety.....	21
Article 19.6 Physical Fitness Program.....	22
Article 19.7 Safety Incentive Program.....	22
SECTION 20, STAFFING.....	23
Article 20.1 Apparatus.....	23
Article 20.2 Use of Interns.....	23
SECTION 21, GENERAL PROVISIONS.....	23-25
Article 21.1 Job Changes/New Classifications.....	23
Article 21.2 Job Descriptions.....	23
Article 21.3 Personnel Files.....	23
Article 21.4 Outside Employment.....	23-24
Article 21.5 Notice of Exams.....	24
Article 21.6 Nondiscrimination.....	24
Article 21.7 Special Conferences.....	24
Article 21.8 Prevailing Practices.....	24
Article 21.9 Training.....	24-25
Article 21.10 Residency Requirement.....	25
SECTION 22, DRUG & ALCOHOL TESTING.....	25
SECTION 23, SAVINGS CLAUSE.....	25-26
SECTION 24, MODIFICATION.....	26
SECTION 25, TERM OF AGREEMENT.....	26
Article 25.1 Duration.....	26
Article 25.2 Successor.....	26
Article 25.3 Closure of Bargaining.....	26
SIGNATURE PAGE.....	27
APPENDICES A - A-5.....	28-34
Appendix A, Salary Schedule (July 1, 2007, through December 31, 2007).....	29
Appendix A-1, Salary Schedule (January 1, 2008, through June 30, 2008).....	30
Appendix A-2, Salary Schedule (July 1, 2008, through December 31, 2008).....	31
Appendix A-3, Salary Schedule (January 1, 2009, through June 30, 2009).....	32
Appendix A-4, Salary Schedule (July 1, 2009, through December 31, 2009).....	33
Appendix A-5, Salary Schedule (January 1, 2010, through June 30, 2010).....	34
APPENDIX B.....	35-37
Memorandum of Agreement, Safety Suggestion Program.....	36-37
APPENDIX C.....	38-39
Letter of Understanding, Safety & Health, Section 19.....	39
APPENDIX D.....	40-41
Memorandum of Agreement, Vacancy Created by Military Leave of Absence.....	41

SECTION 1 RECOGNITION

Article 1.1 Bargaining Agent

This Agreement is entered into by the City of Albany, Oregon, hereafter referred to as the "City," and the Albany Fire Fighters, Local #845 International Association of Fire Fighters, hereafter referred to as the "Union."

The City recognizes the Albany Fire Fighters, Local #845, as the sole and exclusive bargaining agent for all employees in the bargaining unit excluding temporary, intermittent, supervisory, and confidential employees. It is agreed that both parties to this Agreement understand that they are both mutually responsible for enforcement of the Agreement; and that when a violation of agreement occurs and either party is aware of the violation, although it may be a benefit to one party or the other, it must be addressed.

Article 1.2 Temporary Filling of Bargaining Unit Positions

When a bargaining unit position is going to be open for more than two (2) weeks, but not more than five (5) months, due to an approved leave or a position vacancy, other than scheduled vacation/compensatory time/department training, a temporary employee may be hired by the Department to fill the opening for this period. The City will not use more than one temporary employee per shift at any one time.

The City shall be responsible for giving written notification to the Union of its intent to utilize a temporary employee and any changes in that person's employment status. These employees shall not accrue benefits under this Agreement during their employment.

If it is deemed to be a benefit to the City and the Union, the parties may, by mutual agreement, extend this temporary period beyond the five (5) months. Extensions granted under this section shall not cause the temporary employee to become eligible for benefits under this Agreement.

It is further agreed that these employees shall meet the standards set by the State of Oregon and the Albany Fire Department for the classification of their employment. The City and the Union agree to collaboratively establish and maintain a temporary hiring procedure.

Article 1.3 Part-Time

Part-Time: Any employee working less than forty (40) hours per week.

If and when such positions are proposed by the City, the parties shall bargain pursuant to ORS 243.698.

SECTION 2 MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory, and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the workforce, including, the right to determine the methods, processes, locations, and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to determine the need for a reduction or an increase in the workforce; to establish, revise, and implement standards for hiring, classification, promotion, quality of work, materials, equipment, facilities, and standards. Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion and not subject to the grievance procedure or negotiation, unless the matter is a mandatory subject of bargaining as required by ORS 243.650 through 243.762.

SECTION 3 UNION SECURITY

Article 3.1 Checkoff

The City agrees to deduct, once a month, dues in an amount certified to be correct by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of these deductions shall be remitted by the 15th day of each month by the City to the Union Treasurer. This authorization shall remain in full force and effect during the entire term of this Agreement.

Article 3.2 Fair Share

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay her/his own way and assume her/his obligation along with the grant of equal benefits.

Any employee in the bargaining unit who has not joined the Union within 30 days of becoming a regular employee shall have a "fair share" amount of money, as determined by the Union in accordance with statutory and constitutional requirements, deducted from her/his check each month by the City and paid to the Union.

Article 3.3 Religious Objection

Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require such an employee to inform the City and the Union of her/his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a nonreligious charity.

Article 3.4 Hold Harmless

The Union shall hold the City harmless for any actions required by this article or checkoff errors so long as such verified errors are adjusted as soon as practical.

SECTION 4 STRIKES

Article 4.1 No Strike

The Union will not initiate or engage in and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

Article 4.2 Penalty for Participation

In the event employee(s) participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action which may include discharge.

Article 4.3 Loss of Benefits

It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such work interruption.

SECTION 5 UNION BUSINESS

Article 5.1 Leave with Pay

The Union negotiation team shall be permitted time without loss of pay to attend mutually agreed to negotiating meetings with the City's representatives on issues relating to labor contracts or issues under the grievance procedure.

Official Union representatives may take time off without loss of pay while on official Union business so long as such business is directly related and central to the collective bargaining process or investigation and processing of complaints, disputes, and grievances; and leave slots are available or qualified relief personnel will be secured by the Union at the City's cost. However, the City will not be liable for overtime cost when the leave is the result of Union officials attending union-related training and/or conferences; in these circumstances, the Union will secure coverage at their cost.

Article 5.2 Access

Upon request, a fire station may be utilized for Union meetings. The Union may be allowed reasonable access to utilize City office equipment for Union business, provided such equipment is not being utilized for City business. The Union shall reimburse the City for any and all costs incurred in such use.

SECTION 6 HOURS OF WORK

Article 6.1 Work Schedules

The current work schedules are listed below. If an unforeseen financial or operational situation arises prior to the expiration of this Agreement that requires a change in the work schedules, the parties shall negotiate said change.

Full-Time

1. Emergency Services

- a. Shift: Normal work schedule for "Shift" emergency services personnel is twenty-four (24) hours on duty and forty-eight (48) hours off duty and twenty-four (24) hours on duty, etc. Shifts will begin at 0700 hours. The parties agree that the FLSA 7(k) work period for emergency services workers will be 27 days (204 hours). [see also Article 7.4A]
- b. Day: Normal work schedule for "Day" emergency services personnel depending on assigned work schedule cover: Forty-eight (48) hours per week, consecutive days/shift type rotation, twelve (12) consecutive hours per day, Monday through Sunday, four days on/three days off, between 0700-1900 hours, with meal periods being included in those hours.

Schedule may be adjusted when there is a "reasonable need" for staffing changes. These changes will not occur without a two-week notice. "Reasonable need" is defined as a special event and/or a mutually (between the parties) agreed to situation.

- c. Conversion of 48-hour Personnel to 56-hour: In the event that a 48-hour employee is filling in for a 56-hour employee for more than thirty (30) days, the employee shall accrue leave according to the schedule for 56-hour employees as identified in Article 9.1 Accrual Schedule. Any other articles relating to emergency services shift employees (56-hour) would apply to the emergency services day employee (48-hour) during this time.

Any eligible employee asked to work more than the hours specified shall be paid for those extra hours each payroll period at the appropriate overtime rate.

2. Life Safety Services: Normal work schedule is 40 hours per week to be scheduled between 0700 and 1800 hours so not to exceed ten (10) hours per day and four (4) consecutive days, Monday through Friday, or eight (8) hours per day and five (5) consecutive days, Monday through Friday, exclusive of time off for any lunch period. Consecutive days can be flexible. Shift hours shall be posted by the City.

For all employees above (except Emergency Services, Shift"): The work week commences 0001 on Monday and ends 2400 the following Sunday. All hours in excess of the daily and/or weekly schedule will be paid at overtime rate.

"Emergency Services, Shift" employees are 7k exempt.

Article 6.2 Trades between Employees

The Department shall continue to allow trades between emergency services employees for their benefit and when such trade time is approved by the employee's supervisor or through TeleStaff. Trades between employees shall be of equal classification or AIC qualifications.

No overtime or AIC liability shall be incurred by the City when an employee trades with an employee of a higher classification. However, AIC liability shall be incurred if an employee in a trade situation works AIC at the City's request.

Acceptance of overtime assignment for pay and arranging for another member to work the overtime as a trade is prohibited.

Article 6.3 Late Arrivals for Assigned Shift

Unless covered by another employee, employees who arrive late for their scheduled assigned shift will be docked the time missed in one-quarter (1/4) of-an-hour increments for all the time between the scheduled start of their shift and the time they arrive; and/or employees are subject to discipline.

SECTION 7 COMPENSATION

Article 7.1 Wages

- A. Day Firefighter/EMT personnel will receive ninety-four percent (94%) of the same step of the shift Firefighter/EMT wage.
- B. Effective July 1, 2007, employees shall be provided a salary increase of three percent (3.0%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A.
- C. Effective January 1, 2008, employees shall be provided a salary increase of three percent (3.0%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A-1.
- D. Effective July 1, 2008, employees shall be provided a salary increase of two percent (2.0%). Employees in the classifications of Deputy Fire Marshal I and II shall receive an additional one-half of one percent (0.5%) for a total of two and one-half percent (2.5%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A-2.
- E. Effective January 1, 2009, employees shall be provided a salary increase of two percent (2.0%). Employees in the classifications of Deputy Fire Marshal I and II shall receive an additional one-half of one percent (0.5%) for a total of two and one-half percent (2.5%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A-3.
- F. Effective July 1, 2009, employees shall be provided a salary increase of two percent (2.0%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A-4.
- G. Effective January 1, 2010, employees shall be provided a salary increase of two and one-half percent (2.5%). These new salaries shall be reflected in the wage schedule attached to this Agreement and marked Appendix A-5.

Article 7.2 Pay Rates/Periods

- A. Employees' base rate will be in accordance with the most current wage schedule, at the appropriate step and grade, to include any premium pays (longevity and EMT premium pay).
- B. All full-time employees will be paid on a monthly schedule.
- C. Hourly Rates:

Emergency Services:

Shift: The parties agree that the hourly rate will be calculated as follows: Base wage + Premium Pay ÷ 1.13 (work periods per month) ÷ 222 (204 allowed FLSA hours, plus 12 additional hours scheduled to work per 27-day period x 1.5) = hourly rate. Employee's monthly wage = the hourly rate x 222 x 1.13.

Day: Regular monthly wage plus premium pay divided by 208.

Life Safety Services:

Regular monthly wage plus premium pay divided by 173.33.

Article 7.3 Step Movement

Employees shall move on the wage schedule on their anniversary date. An employee's anniversary date is based on her/his regular date of hire. For employees hired between the first and the fifteenth of the month, their anniversary date will be the first day of that month. For employees hired between the 16th and the end of the month, their anniversary date will be the first day of the following month. All employees hired prior to the execution of this Agreement shall retain their previous anniversary dates.

An anniversary or longevity step increase will be granted to employees who are below the maximum wages for their classification provided the employee receives a satisfactory or above rating on their annual performance evaluation. Employees whose evaluations are not completed by their anniversary date will receive their step retroactively and made whole based on a satisfactory or above rating. Every attempt will be made to complete the employees' evaluations by their anniversary date.

Employees who are perceived by their evaluating supervisor to be less than satisfactory in their performance shall be given as much advance notice of their performance deficiencies as practical prior to their normally scheduled evaluation. However, employees who remain rated as below satisfactory on their performance evaluation during their annual review shall be placed on a plan of assistance by the Department. Upon successful completion of their plan of assistance, those employees shall be granted their step increase. However, there will not be a change to their anniversary date nor shall any retroactivity be granted regarding this step increase once the plan of assistance has been successfully completed.

Article 7.4 Overtime

Any eligible employee assigned to work more than the hours specified in Article 6, Hours of Work, shall be paid for extra hours each payroll period at the appropriate rate specified below:

A. Overtime Calculation

Emergency Services Employees:

Shift: Hourly rate times one and one-half (1.5).
Day: Hourly rate times one and one-half (1.5).

Life Safety Services Employees:

Hourly rate times one and one-half (1.5).

Emergency Service Employees

1. Definitions:

Call Shifts: A call shift is a return to work outside regular work hours for a scheduled period of twenty-four (24) hours. Call shifts apply only to emergency services personnel. Call shifts will be filled by personnel qualified to work the position being filled. TeleStaff will track call shifts worked by members in a call shift "bucket" and log each 24-hour shift as one shift. The call shift roster will be reset annually on July 1. This roster does not include scheduled overtime worked (see definition below).

Callback: Callback is defined as work outside of regular work hours.

Mandatory Holdover: When an employee's relief in his/her job classification is absent and all attempts to obtain callback for the needed job were unsuccessful, thus an employee already at work is held against their will. Mandatory holdover shall not apply in cases of major emergencies/incidents, conflagration coverage, and/or natural disasters in which personnel may be held over or which may require alternative scheduling to address the emergency.

Scheduled Overtime: Personnel will sign up for days that they are available to work and wish to be considered for available overtime. TeleStaff will use this list first when attempting to fill overtime opportunities. If no personnel have signed up as available on a specific day, TeleStaff will default to the general listing of qualified personnel and call based on job classification and seniority. No amount of scheduled overtime will count as a call shift worked and will not affect selection of personnel to fill call shifts. An overtime "bucket" will track all blocks of scheduled overtime worked for twenty-three and one-half (23.5) hours or less except overtime hours worked for emergencies, transfers, meetings, training, holidays, mandatory overtime coverage, and blocks of overtime worked for less than six hours. The overtime bucket will be cleared and reset July 1 of very other year. Scheduled overtime hours will be logged in TeleStaff as follows:

0.5 hours to 5.5 hours	Not logged into the TeleStaff overtime bucket
6.0 hours to 11.5 hours	0.25 logged into the TeleStaff overtime bucket
12.0 hours to 17.5 hours	0.50 logged into the TeleStaff overtime bucket
18.0 hours to 23.5 hours	0.75 logged into the TeleStaff overtime bucket

2. Overtime Pay Rate:

A. Call Shifts: Call shifts will be paid at a rate of one and one-half (1.5) times the employee's hourly rate for hours worked. Call shift roster will be by "unit seniority."

B. Emergency Callback: Shall be a minimum of two (2) hours overtime and rounded to the nearest one-quarter (0.25) hour for any time over two hours. Overtime shall be paid at

a rate of one and one-half (1.5) times the employee's hourly rate. Emergency callback within one hour of reporting to start of regular shift will be paid based on actual hours worked prior to the start of shift and rounded to the nearest one-quarter (0.25).

- C. Administrative Callback: Shall be a minimum of one (1) hour and be paid at a rate of one and one-half (1.5) times the employee's hourly rate and rounded to the nearest one-quarter (0.25) hour.
- D. Mandatory Holdover: Shall be paid at a rate of two (2) times the employee's hourly rate. If caused by sick leave use, the employee who caused the holdover will be charged 1.5 times for each hour if they report their use of sick leave after 21:30 hours the evening prior to the affected shift. If the employee reports prior to this time, the employee will be charged hour for hour for their sick leave usage.

If the employee held over was signed up to work overtime on Telestaff at the time the vacancy was created, s/he will be compensated at her/his normal overtime rate. Any time the held-over employee is compensated at her/his normal overtime rate, sick leave banks will be charged hour for hour.

In addition, overtime or call shift opportunities that are offered to an employee by TeleStaff and subsequently refused will not be counted against that employee's call shift or overtime bucket.

- E. Shift Extensions: When it becomes necessary to extend an emergency service employee's shift, the employee who is held over or extended, shall receive at least one-quarter (0.25) hour overtime at the callback rate, except when the extension is due to emergency duties, in which case a one-hour minimum will be used.
- F. Haz Mat Team Member Pay: Those responses in which off-duty department members of the State Hazardous Materials Team respond and are eligible for reimbursement under the state contract, said Hazardous Materials Team Members will be reimbursed at \$60.00 an hour. For those incidents which are not state responses, team members will be reimbursed at their standard rate of overtime pay of 1.5 times their hourly rate. If at anytime the state contract should exclude the set hourly rate, team member reimbursement will revert to 1.5 times their hourly rate.
- G. Overtime on Leave: An employee on approved leave who reports to work will not be eligible for overtime and will reduce leave use by the hours of work in attendance, except for emergency callback. An employee on emergency callback will have the option of receiving overtime pay at the emergency callback overtime rate or reducing leave use by the hours worked.

Article 7.5 Optional Distribution of Overtime

During each pay period, an employee may elect to bank, into deferred compensation, any portion of overtime earned during that same pay period. To effectuate such additional deferral, the employee shall notify the Payroll Office on the appropriate form of the exact dollar amount s/he wants deferred for that pay period by the cutoff date established by Payroll each month. It is the employee's responsibility to designate such additional deferral as authorized for "one month only." Failure to so designate the change in deferral amount will result in the increased deferral amount remaining in effect until the employee redesignates a new deferral amount. Contributions to deferred compensation shall be limited to an annual maximum as defined by the IRS.

Article 7.6 Compensatory Time

For every hour of eligible overtime worked, the employee may request to have accumulated on her/his record compensatory time off in lieu of cash payment to a maximum total accrual, at any time, of 100 hours.

Overtime hours considered not eligible for compensatory time conversion shall be those hours received from AIC.

Compensatory time will be accrued at the rate which the overtime was worked. That time will be calculated and noted on the monthly time sheet.

If an employee desires to cash out some or all of his/her accrued compensatory time, s/he shall request such reimbursement on his/her monthly payroll sheet. Since the accrual bank has the overtime rates factored into the total compensatory time banked, banked hours of compensatory time will be paid out in cash, hour for hour, at the employee's current straight time hourly rate.

Compensatory time will be scheduled and administered just as vacation time off. Banked compensatory time will be paid out prior to COLA, step increase, and/or promotion.

Article 7.7 EMT Premium Pay

A. At the City's discretion, a minimum of 32 employees in the Firefighter/EMT classification will maintain their Paramedic certification.

B. All emergency services employees who hold a current State EMT-P Certification and have current standing orders from the Department's medical director shall receive eight (8) percent above top Firefighter (Step F) of their wage scale (day shift vs. 56-hour shift) through December 31, 2009. On January 1, 2010, all emergency services employees who hold a current State EMT-P Certification and have current standing orders from the Department's medical director shall receive nine (9) percent above top Firefighter (Step F) of their wage scale (day shift vs. 56-hour shift).

C. All emergency services employees who hold a current State EMT-I Certification and have current standing orders from the Department's medical director shall receive four percent (4%) above top Firefighter (Step F) of their wage scale (day shift vs. 56-hour shift).

D. Employees outside of the Firefighter/EMT classification who do not desire to maintain Paramedic Standing Orders may elect to take EMT Intermediate Standing Orders, if qualified.

Article 7.8 Longevity Premium Pay

See also Article 7.3.

Months of Service	Longevity Step Increase
121 through 180	3% of salary step
181 through 240	3% of salary step
241+	3% of salary step

Article 7.9 EMS Field Trainer

Department qualified and assigned EMS Field Trainers shall receive an additional three percent (3%) of their monthly base wage for functioning as an EMS Field Trainer. At the City's discretion, up to three (3) qualified Firefighter/EMT-Paramedics will be assigned to each shift as EMS Field Trainers. In addition to field training of new employees, EMS Field Trainer duties may include, but are not limited to, shift training, quality assurance, and other EMS-related staff duties.

Article 7.10 Acting in Capacity (AIC)

While acting in capacity for management, personnel assigned will not be required to exercise supervisory functions related to discipline.

Personnel who are assigned to work in a classification higher than their own shall receive an additional five (5%) percent of their regular wage for each higher classification higher than their own within their division. "Assigned" as used in this Article means filling of a position as required by the Department.

AIC pay shall be paid at any time the employee is working in a job classification higher than his or her own with the exception of when the employee is covering a trade time for an employee in the higher classification.

AIC is for actual time covered and paid a one- (1) hour minimum and in thirty- (30) minute increments thereafter.

Article 7.11 Wage and Benefit Conversion

Employees who are permanently transferred from one service division to another (e.g., emergency services or life safety services) will have their hours and benefits converted to assure the same total dollar value for a given benefit or time.

Article 7.12 Salary Movement of 48-Hour Employee to 56-Hour

- A. When personnel in the Firefighter/EMT (day) classifications are promoted to a 56-hour position, they will be moved to the Step of the new schedule that provides at least a five percent (5%) total increase in wages.

Example:

- 1. When a FF/EMT (day) employee with paramedic standing orders and receiving incentive pay is promoted to a FF/EMT (56-hour) with paramedic incentive pay, there should be an increase to base pay of at least five percent (5%).

Article 7.13 Change in Work Location

- A. An employee arriving at work and moved to another station will receive mileage reimbursement to and from each station moved. No other compensation for moving will be offered while on duty.
- B. An employee notified of a change in work location for a future shift, shall, upon effectuating such change in location, be eligible for one-half (0.5) hour of pay at the overtime rate and mileage reimbursement from her/his current station to the new station.
- C. An employee who is reassigned to a new station as the result of a voluntary request for AIC assignment, shift trade, or non-mandatory overtime shall not be eligible for additional compensation or mileage reimbursement.

SECTION 8 BENEFITS

Article 8.1 Insurance

- A. For the plan year 2007-2008, the City agrees to pay the full monthly insurance premium of the Blue Cross/Blue Shield Blue Classic Plan – Managed Chiropractic (medical, dental, and vision). (NOTE: Vision insurance to be effective the first of the month following ratification.)

For plan year 2008-2009, the City agrees to pay up to an eleven percent increase in the City's cost above the 2007-2008 monthly premium for the Blue Choices Plan (medical, dental, and vision). All costs over the eleven percent (11%) increase shall be split between the City and the employee with the City paying fifty percent (50%) and the employee paying fifty percent (50%).

For plan year 2009-2010, the City agrees to pay up to an eleven percent increase in the City's cost above the 2008-2009 monthly premium for the Blue Choices Plan (medical, dental, and vision). All costs over the eleven percent (11%) increase shall be split between the City and the employee with the City paying fifty percent (50%) and the employee paying fifty percent (50%).

B. The City shall continue to provide the Life/AD&D and LTD insurance premiums.

C. The City further agrees to continue the Flexible Spending Account under Section Number 125 of the IRS Codes, which shall include the dependent daycare and employee group insurance premium contribution programs.

Article 8.2 Retirement (PERS Public Employees Retirement System and/or OPSRP Oregon Public Services Retirement Plan)

A. The City shall continue to participate in the present retirement program or its successor.

B. The City shall continue to participate in the sick leave program administered by PERS in accordance with the law.

C. In lieu of six percent (6%) in wage, the City shall pick up, assume, or pay the six percent (6%) contribution for employees to the PERS and/or OPSRP. The full amount of the required employee contribution picked up by the City, on behalf of the employee, shall be considered as wages only for the purpose of computing an employee member's final average wage.

D. Upon an employee's retirement as defined below, the City will make available the value of one-quarter of the employee's sick leave balance for use as a credit toward the purchase of the Fire Union's health insurance premium should the employee choose this health insurance option as defined within ORS 243.303. The value of the sick leave as described in this section is only available as a credit and cannot be redeemed or used in any way as a cash payment to the employee or the employee's spouse or family.

Employees hired prior to December 31, 1994, the higher of the two following formulas shall be used:

1. 25 percent of the value of old sick leave plus 25 percent of up to 720 hours of new sick leave,
- or
2. 25 percent of the value of sick leave to a maximum of 360 hours

Employees hired after January 1, 1995, may use 25 percent of the value of sick leave up to 360 hours.

To qualify for retirement, an employee must meet the PERS and/or OPSRP definition of being eligible to retire and immediately begin receiving benefits under Oregon PERS and/or OPSRP.

Article 8.3 Deferred Compensation

The City shall arrange for all interested employees to participate in the International City Management Association, Nationwide, and/or any other deferred compensation programs which the City elects to participate. In addition, for any employee who puts in 0.5 percent (one-half of one percent) or more into one of the City's deferred compensation programs, the City will match up to a maximum of 0.5 percent (one-half of one percent) of his/her monthly base wage (Steps A through F). If at some future time this 0.5 percent match is declared to be unlawful by a court of competent jurisdiction or enactment of state or federal law, the 0.5 percent will become an across-the-board wage increase and applied to the base wages.

Due to the Union's past insurance package change, the City agrees to continue contributing to deferred compensation the additional one and one-half percent (1.5%).

Article 8.4 State of Oregon Fees for EMT Recertification

The City agrees to pay the fees charged by the State of Oregon to maintain employees' current certifications as Oregon State Emergency Medical Technicians. Fees will be paid in accordance with department policy.

**SECTION 9
EMERGENCY SERVICES PERSONNEL
PAID LEAVE**

Article 9.1 Accrual Schedule

Emergency services employees shall accrue leave according to the following table, expressed in hours per month:

Shift		
Months of Service	Vacation	Sick Leave
1 through 60	23 hours	12 hours
61 through 120	27 hours	12 hours
121+	32 hours	12 hours

Day		
Months of Service	Vacation	Sick Leave
1 through 60	16 hours	10 hours
61 through 120	22 hours	10 hours
121+	28 hours	10 hours

Vacation leave accruals include holiday hours for Shift and Day Emergency Services personnel.

**SECTION 10
LIFE SAFETY SERVICES PERSONNEL
PAID LEAVE**

Article 10.1 Accrual Schedule

Vacation, holiday leave, and sick leave shall accrue in accordance with the following schedule for each full month of service completed.

Months of Service	Vacation	Holiday Leave	Sick Leave
1 through 48	6.67 hours	2 hours	8 hours
49 through 94	9.34 hours	2 hours	8 hours
95 through 168	10.67 hours	2 hours	8 hours
169 through 228	12.67 hours	2 hours	8 hours
229+	14 hours	2 hours	8 hours

Article 10.2 Holidays

The following listed holidays shall be observed on the calendar date determined by the City:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

If an employee works on any of the holidays listed above, s/he shall, in addition to her/his regular salary, be paid time and one-half for all hours worked. It is understood that employees shall not receive overtime compensation in addition to what is provided in this section.

Whenever a holiday falls on a Sunday or on the employee's day off, the following day shall be considered the holiday. Whenever a holiday falls on a Saturday or on the employee's day off, the preceding day shall be considered the holiday.

Article 10.3 Holiday Leave

A full year's holiday leave shall be credited to nonemergency services employee accounts as of January 1 of each year. New employees, not employed as of January 1, shall have a prorated amount of personal leave added to their account as determined by the number of months remaining in the calendar year. Employees who terminate their employment with this Department prior to completing a full year's service shall have a prorated share, equal to the amount of holiday leave used and not yet accrued, deducted from their final paycheck.

Any holiday leave not used as of December 31 of each year shall be converted to vacation and/or sick leave at the employee's discretion and be subject to the accruals as outlined in this Agreement.

The holiday leave would be leave off with pay to be taken at the discretion of the employee with the supervisor's prior approval.

SECTION 11 ADMINISTRATIVE PROCEDURES FOR LEAVE USE (SECTIONS 9 & 10)

Article 11.1 Separation

Upon retirement, termination, layoff, or death, all accrued vacation leave and/or personal leave through the last month of employment shall be paid to the employee or her/his beneficiary. The employee shall be paid on the last day of employment when at least two weeks' notice has been given; otherwise, s/he shall be paid within two days of the last day of employment.

In addition, an employee's designated beneficiary shall be compensated in cash at the employee's regular rate of pay for unused sick leave credits, up to a maximum of ninety (90) days, in the event of the employee's death.

Article 11.2 Death in Family

In the event of a death in the employee's immediate family, the emergency services shift employee may take two (2) consecutive working shift days off and all other employees may take five consecutive working days off, which shall not be charged to any accrued leave account. Any leave beyond the above specified days which has been requested and approved shall be deducted from accrued leave accounts. Work days included in this time period may be charged to sick leave. For the purpose of this section, the

immediate family shall be defined as the employee's spouse, mother, father, brother, sister, child, stepchild, stepparent, grandparent, grandchild, legal guardian parent, legal guardian child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin. This definition shall not preclude the Department from granting exceptions to the above based on special circumstances.

Article 11.3 Retention of Benefits

An employee who is reemployed following a layoff or authorized leave without pay shall have sick leave credits accrued during previous employment reinstated upon return.

Article 11.4 Integration with Workers' Compensation

All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

In addition, eligible employees may qualify for supplementary payments under the disability insurance plan currently in effect.

Employees prevented from performing their normal duties due to a work-related compensable illness or injury shall be compensated in compliance with ORS 656.262(4)(b). This compensation shall be in lieu of time loss payments from the City's worker's compensation provider and shall be at the same rate as the employee's normal rate of pay. The City shall compensate employees eligible to receive this benefit for a maximum of 90 calendar days in this manner. At the conclusion of or during this 90-day period at the City's discretion, the eligible employee may be required to have their sick leave benefit coordinated with their worker's compensation benefits. Employees who are offered light-duty assignments that comply with their limitations as provided by their treating physician must accept that assignment, or compensation under this provision will not be paid.

The City further agrees to continue for one full year its contribution for the unit member's insurance programs at the level which was in effect at the time of the employee's injury, once the employee on work-related compensable leave has exhausted all accrued leave benefits. The one-year period includes any time the employee is on unpaid family and medical leave.

Article 11.5 Training Period Employees' Use of Leave

Vacation Leave:

Training period employees shall not be eligible to use vacation leave until after the completion of their training period, except for illness or injury.

Holiday Leave:

Training period employees who accrue holiday leave shall be credited with holiday time off from their date of hire and may utilize such time as they accrue it.

Sick Leave:

In the event a new employee is injured or becomes ill within eight (8) months of her/his date of hire as a result of her/his employment with the City, s/he shall be credited with 120 hours of sick leave for emergency services shift employees. All other employees shall be credited with two times their weekly work hours of sick leave.

Sick leave used as a result of the above credit will be paid back to the City as it accrues. If an employee terminates employment with the City before the credit is paid back, such credit shall be deducted from her/his final paycheck.

Training period employees shall not be credited with or entitled to sick leave with pay until they have been employed one (1) month.

Article 11.6 Vacation Scheduling

Selection will be by "unit seniority" as defined by this Agreement. Scheduling will be outlined by department policy.

Emergency Services Personnel:

There shall be three (3) twenty-four (24) hour slots per fiscal year available for vacation leave each shift for bargaining shift personnel. In addition, one day slot shall also be available for day personnel. Training and official union leave may fill any of these slots but shall not bump any employee previously scheduled for leave. Requests for leave (vacation, holiday, compensatory) must be submitted at least forty-eight (48) hours in advance; however, if a leave slot is still available by the start of shift, an employee may use leave at that time. All vacation slots will be available during vacation/DAAT selection. All vacation leave must be taken at a minimum of eight (8) hours. An employee using vacation leave for less than a full shift must return to duty by 2200 hours. An employee who does not return to duty by 2200 hours, shall take leave for the remainder of the shift.

If leave time becomes available, when it had previously been filled, that leave time will be offered to Union personnel, by seniority as above.

Article 11.7 Maximum Accrual

Vacation:

The maximum allowable vacation leave accumulation shall be the total monthly accrual times twenty-four (24) unless the special permission of the Fire Chief is granted because of some unusual circumstance.

Those employees who are within three (3) years of PERS and/or OPSRP retirement eligibility will be allowed to accrue up to thirty-six (36) months of vacation leave.

Sick Leave:

All sick leave accumulated prior to January 01, 1995, shall be banked. Sick leave accrued after that date shall accumulate in a separate account. Sick leave hours shall be used "first in, last out."

For emergency services shift personnel hired prior to January 01, 1995, those employees with more than 2400 hours combined sick leave (new and old) will have a new sick leave bank maximum of 720 hours and their old bank will continue not to accrue. If their combined banks drop below 2400 hours, their maximum combined accrual of sick leave will be 2400 hours.

Emergency services shift personnel hired after January 01, 1995, will have a maximum allowable accumulation of 2400 hours.

Nonemergency personnel will accrue to a maximum of 1,000 hours.

Article 11.8 Sick Leave

Conversion of Leave:

Employees may be allowed to substitute vacation or other accrued leave for sick leave only when the employee makes a written request for reasonable purposes in advance of the use of leave to the Fire Chief for her/his approval. The substitution of other leaves for sick leave shall not be automatic when all sick leave accrual has been used by the employee.

Loss of Accrual:

No monthly sick leave shall be accrued by an employee who is on sick leave for any full calendar month(s).

Trade Use of Sick Leave:

If the replacement on trade time is unable to complete that trade time due to sickness, their absence will be charged against their appropriate accrued leave time.

Physician Certification:

Before granting sick leave with pay in excess of 24 working or shift hours, the City may require a written statement by a physician certifying that the employee's condition would prevent him/her from performing the duties of her/his position.

Any expense resulting from the physician's certification will be billed to the employee's medical insurance, and the City will pay for any legitimate costs the insurance does not cover.

Family Illness:

In the event of serious illness in the employee's immediate family, the employee may utilize any sick leave provisions of this Agreement. For the purpose of this section, the immediate family shall be defined as the employee's spouse, parents, parents-in-law, sisters, sisters-in-law, brothers, brothers-in-law, children, and stepchildren. This definition shall not preclude the Department from granting exceptions to the above based on special circumstances.

Medical/Dental Appointments:

An employee may utilize sick leave for a medical or dental appointment; such sick leave shall be charged on an-hour-used, an-hour-deducted basis for any such appointment.

Denial of Sick Leave:

Sick leave will not be allowed when the cause for the employee's absence is a result of employment for an employer other than the City of Albany for which workers' compensation benefits are being received.

Sick Leave Donation:

It is agreed that employees may donate any part of their sick leave to any other bargaining unit employee who has a bona fide need for such donation if agreed upon by the City. Each request will be examined on a case-by-case basis as to the allowance and the amount. The City will not deny such donation in an arbitrary or capricious manner. Any amount of sick leave donated will be deducted from the account of the employee making the donation.

SECTION 12 ADDITIONAL LEAVE

Article 12.1 Witness/Jury Duty

In the event an employee is subpoenaed for jury duty or as a witness in a case where s/he is not personally involved, the City shall pay the employee the difference between her/his basic rate of pay and her/his reimbursement for court services. The employee must present evidence to the Payroll Office of court services to receive said compensation.

Should employees be subpoenaed in a case in which they are personally involved or that relates to paid employment with any employer other than the City of Albany, they will be required to use accrued leave, compensatory time, or leave without pay.

Article 12.2 Military Leave

Military leave shall be granted in accordance with state and federal statutes.

Article 12.3 Family and Medical Leave

The City will comply with the requirements of state and federal regulations with regard to family and medical leave. Additionally, personnel will use all of their accrued paid leave first followed by unpaid leave for any family and medical leave. It is also agreed that so long as paid leave is being utilized, the accrual of benefits and seniority will continue. It is further agreed that so long as unpaid leave is being utilized, group insurance (medical, dental, life/ad&d, and long-term disability) will be continued by the City and seniority will continue.

SECTION 13 LEAVE WITHOUT PAY

Article 13.1 Duration

The Fire Chief or the City Manager may grant a regular employee leave without pay. During the employee's approved leave of absence, her/his position may be filled.

Article 13.2 Reinstatement Rights

At the expiration of the leave without pay, the employee has the right to and shall be reinstated in the position s/he vacated if the position is vacant; if not, to the next available position in the same class.

Article 13.3 Status of Benefits

During leave without pay, the employee shall not accumulate any benefits. Seniority shall not be affected by the leave of absence, but additional seniority does not accrue during such absence.

SECTION 14 TRAINING PERIOD/PROBATIONARY PERIOD

Article 14.1 New Employees

The training period shall be twelve (12) months for all new employees covered by this Agreement. Prior to completion of the training period, employees may be discharged with or without cause; and such action shall not be subject to the grievance procedure.

Article 14.2 Promotions

All promotions shall be subject to a 12-month probationary period. Employees will be evaluated in writing after six (6) months. If an employee is promoted prior to the completion of their training period, the training period will continue until one year from the original date of hire. At the City's discretion the employee may be required to complete their probationary period, which shall be no more than one year from the date of the promotion. The City reserves the sole discretion to return such probationary employees to their previous position if in the City's judgment their job performance does not meet expected standards. Such actions will be subject to review by the Human Resources Department and the City Manager but not subject to the grievance procedure.

**SECTION 15
SENIORITY**

Article 15.1 Definition

Only time as a training period and/or regular employee in an Albany Fire Fighters bargaining unit position shall be used for seniority in the following:

Unit Seniority is the total seniority accrued while employed in an Albany Fire Fighters bargaining unit position.

Job Classification Seniority is the total seniority accrued while holding a specific job classification in the City of Albany Fire Department.

A training period employee shall attain "regular" status upon completion of her/his new hire training period.

Article 15.2 Seniority Listing

The City will provide to the Union, each December, a list showing the current seniority status of all bargaining unit employees.

Article 15.3 Loss of Seniority

An employee shall not earn seniority in the event that an:

- a. employee is placed upon a leave without pay.
- b. employee leaves the bargaining unit. (see f below)

Total reduction of seniority will be to the nearest full month for the above-stated a and b.

An employee shall lose all seniority credit in the event of:

- a. voluntarily quitting;
- b. discharge;
- c. failure to return to work within 14 days after being recalled from a layoff;
- d. layoff of more than two years;
- e. failure to return to work from a specified leave with or without pay;
- f. promoted out of the bargaining unit for more than two years before returning to that unit.

**SECTION 16
REDUCTION IN FORCE**

Article 16.1 Job Classification Seniority

Seniority ladder shall be as follows:

['(#)' denotes classification ranking]

EMERGENCY SERVICES	LIFE SAFETY SERVICES
(5) Fire Lieutenant	(4) Deputy Fire Marshal II
(3) Apparatus Operator	(2) Deputy Fire Marshal I
(1) Firefighter/EMT	

Article 16.2 Layoff/Seniority Bump Rights

In the event of a layoff, employees shall be laid off in the reverse order of their job classification seniority within the affected job classifications. Those affected employees shall be permitted to exercise their seniority rights to bump or replace an employee with less seniority in an equal or lower job classification under the following conditions: 1) S/he has more seniority; 2) S/he can meet the qualifications as outlined in the job description.

Job classification seniority for purposes of bumping shall include all the time worked on a permanent appointment basis in higher classifications, plus all the time worked on a permanent appointment basis in the classification into which the employee is bumping.

Seniority for the purpose of bumping shall be limited to "Unit Seniority" time.

When possible, the City will notify those employees in the affected classifications of the impending layoff.

Article 16.3 Recall

No one outside the bargaining unit will be hired until all eligible laid off employees have been given the opportunity for rehire into their previously held classification in the reverse order of layoff. The City may require the successful completion of a medical examination, at the City's expense, as a prerequisite to returning to work following a layoff.

SECTION 17 GRIEVANCE PROCEDURE

Article 17.1 Definition

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. A grievant is an employee or the Union filing a grievance on behalf of a group of employees similarly affected or on behalf of the Union's interest under this Agreement. The Union shall be given notice by the City of all grievances filed by an employee in this bargaining unit.

Article 17.2 Procedure

- Step 1: Within ten (10) business days from the occurrence thereof or the grievant's reasonable knowledge thereof, the employee shall schedule a meeting with her/his immediate supervisor or the person (s) so designated outside the bargaining unit with the authority to adjust grievances for the purpose of discussing the issue the employee believes to be a violation of this Agreement in an effort by the parties to resolve the matter as early as possible.
- Step 2: If within five (5) business days after this meeting no resolution has been reached, the grievant shall have ten (10) business days to reduce the grievance to writing. The grievance shall include: 1) a statement of the grievance and relevant facts; 2) the specific provision of the Agreement allegedly violated; and 3) the specific remedy sought. The supervisor shall respond to the employee in writing within ten (10) business days from the receipt of the written grievance and provide a copy to the Union.
- Step 3: Within ten (10) business days from the date of receipt of the Step 2 reply if the grievance remains unadjusted, the grievance as set forth in writing may be submitted to the Fire Chief. The Chief shall respond to the grievance in writing within ten (10) business days with a copy to the Union.

Step 4: Within ten (10) business days from the date of receipt of the Chief's reply if the grievance remains unadjusted, the grievance as set forth in writing may be submitted to the City Manager. The City Manager shall respond to the grievance in writing within ten (10) business days with a copy to the Union.

Step 5: If the grievance is not resolved within ten (10) business days from submission of the City Manager's reply, it may be submitted within that period to arbitration in the following manner:

- a. A list of five (5) members of the State Conciliation and Mediation Service shall be requested, and the parties shall alternately strike one name from the list until one is left. The Union shall strike the first name. The one remaining shall be the arbitrator. One business day will be allowed for the striking of each name.
- b. The arbitrator shall render a decision within thirty (30) days of the hearing closing. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of the Agreement or to decide on any item not specifically treated in this Agreement. The decision of the arbitrator within his/her authority shall be binding on the parties.
- c. The costs of arbitrators shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration including witness fees, consultant fees, and records.

"Business day," as used above means, "Monday through Friday excluding holidays."

Article 17.3 Miscellaneous

For the purpose of conducting mutually approved Union-City meetings to resolve or avert grievances, designated Union representatives may be permitted time off to meet with appropriate representatives of the City with permission of their immediate supervisor without loss of compensation.

Any or all time limits specified in the grievance procedure may be waived by mutual written agreement of the parties. This shall include the original filing date so as to allow the Union a reasonable period in which to conduct its investigation of any alleged grievance. Failure by the grievant to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the City at any level to submit a reply within the specified time period without waiver shall allow the grievant to proceed to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

Upon request, the employee may request representation by the Local's Grievance Committee. The grievant shall attend grievance meetings upon the request of either party.

SECTION 18 DISCIPLINE AND DISCHARGE

Article 18.1 Standard

No employee shall be disciplined or discharged except for just cause.

If a supervisor has reason to discipline an employee, s/he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Article 18.2 Progressive Discipline

The goals of progressive discipline are to correct behavior and produce efficient City operations rather than merely to punish wrongdoers. Disciplinary actions or measures shall normally be invoked in the order listed:

- a. Written warning
- b. Written reprimand
- c. Suspension with loss of pay
- d. Salary reduction
- e. Demotion
- f. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill her/his responsibilities as an employee. Conduct reflecting discredit upon the City or which is a direct hindrance to the effective performance of City functions shall be considered just cause for disciplinary action. Such just cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information or the withholding of information with intent to deceive when making application for employment, willful violation of departmental rules, or for political activities forbidden by state law.

Serious violations may be dealt with by any of the above disciplinary measures on the first or subsequent offenses.

Article 18.3 Just Cause

A training period employee shall serve at the pleasure of the City. An employee having satisfactorily completed her/his training period shall not be reprimanded, demoted, suspended, or discharged without just cause.

Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated may be allowed to have a Union representative present at the discussion.

Article 18.4 Disciplinary Records

If an employee receives a written warning, it shall be noted in the employee's personnel file. An employee shall receive a copy of any written warning or reprimand, and it shall be made part of her/his personnel file. All disciplinary records shall be maintained in accordance with the Public Records Law. Upon request of the employee, written reprimands will be removed from the employee's personnel file after two (2) years so long as no other disciplinary actions have occurred since the reprimand was issued. Reprimands removed from an employee's personnel file shall be maintained in a secure, confidential Human Resources file accessible only by the Human Resources Director, her/his designee, the City Manager, or the City Attorney. Such material may be used to demonstrate that the employee has been previously warned or disciplined regarding the behavior and/or conduct noted in the material. However, the material may not be used as the sole basis to advance discipline to a more severe step.

Confidential documentation of personnel matters or discipline issues shall be subject to disclosure restrictions as provided for in statute.

**SECTION 19
SAFETY AND HEALTH**

Article 19.1 Safety and Health Promotion

The Union and City agree to cooperate in the promotion of safety and health through the maintenance of safe working conditions and practices including the preservation of City property and equipment and the participation in the Department's present safety, health, no use of cigarettes, and physical fitness programs. No use of tobacco products allowed while involved in City of Albany events.

Employees hired before 1983 that use tobacco will be exempt from the no use of tobacco rule.

Article 19.2 Safety Committee

There will be a safety committee with an equal number of members selected from both management and the union personnel. The committee will have authority as provided by state requirements as well as by the Department. All safety committee recommendations involving the Fire Department will be in writing, and copies will be furnished to the Union, Fire Chief, and Human Resources Department.

Article 19.3 Equipment

The City shall continue to make provisions for the safety and health of its employees during the hours of their employment. Protective devices, wearing apparel presently provided by the City, and other equipment deemed necessary by the City to properly protect employees from injury shall be provided by the City.

Article 19.4 Physical Exams

The City will contribute up to two hundred (\$200) dollars for the noninsurance covered costs of a physical exam according to the following schedule:

AGE	FREQUENCY
18 - 34	every five years
35 - 44	every three years
45+	every two years

All other costs of the exam shall be the sole responsibility of the employee.

Payment of the City's contribution shall be made upon receipt of the doctor's billing and documentation of expenses not covered by insurance.

Article 19.5 Personnel Safety

The parties acknowledge that emergency response creates safety and health hazards unique to the occupation. Therefore, if or when current operating practices are considered for modification, safety protocols will be written and training on these procedures shall be conducted for affected employees prior to their being implemented.

The Department further agrees to submit proposed operational procedure modifications to the established Department operations and safety committees for their written recommendations and to reduce current operating practices to writing.

Article 19.6 Physical Fitness Program

The Union recognizes the need for physical fitness in the fire service. The Union also recognizes that all Department emergency services personnel will participate in the Department physical fitness program as with any other assigned duty. However, it is the understanding that the results of any testing will be used in a constructive manner and not punitive or disciplinary.

Article 19.7 Safety Incentive Program

The Safety Incentive Program will consist of two parts: 1) Individual Incentive and 2) Work Group Incentive.

1. Individual Incentive. Bargaining unit employees of the Albany Fire Department shall be eligible for an individual incentive of up to \$100.00 per year for employees employed in moderate-risk positions and \$50.00 per year for employees employed in low-risk positions.

This amount shall be paid to them in two installments at six-month intervals, if they do not have a chargeable, work-related accident during the preceding six months. This six months shall be calculated by dividing the six months into two, three-month periods. A chargeable work-related accident during either of these three-month periods shall result in the loss of one-fourth of the employee's annual safety incentive.

These installments will be paid out in February and August with the intervals calculated on July through December and January through June. These payments will be in the form of Chamber Dollars.

2. Work Group Incentive. The work group shall be made up of all bargaining unit personnel covered by this Agreement.

The incentive shall be made up of a payment of \$5.00 per month times the number of employees in the work group who do not have a chargeable, work-related injury, equipment damage, equipment loss, or safety violation during that month times the number of months in the fiscal year.

When an employee in a work group has a chargeable, work-related injury, equipment damage, equipment loss, or safety violation, a \$5.00 monthly contribution to the group incentive program shall be omitted for the month(s) that such a chargeable event(s) took place. This amount shall not exceed the groups total monthly contribution.

This incentive shall be paid out at the end of the fiscal year in the form of a check made out to the Albany Fire Fighters Union, Local #845.

The Albany Fire Department Safety Committee shall continue to review and make recommendations regarding work-related accidents, but the decision regarding which accidents are chargeable shall remain with the Fire Chief.

In the event that an employee does not agree with the Chief's determination regarding chargeability of a work-related injury, equipment damage, equipment loss, or safety violation, they shall have a right to appeal such a determination to the Citywide Safety Committee for a resolution of the matter.

Administration of this Agreement shall be handled by the Fire Department.

SECTION 20 STAFFING

Article 20.1 Apparatus

Staffing of Engine Company will be a minimum of three (3) regular-paid emergency services personnel; Medic Company will be a minimum of two (2) regular-paid emergency services personnel.

When above minimum-shift strength, staffing of additional apparatus using the above minimums will be accommodated as possible. It is the intent of the Department to accommodate the 3/2 rule when staffing apparatus.

Interns may be used to augment these staffing levels.

Interns may staff apparatus without bargaining unit employees being assigned to that equipment.

Article 20.2 Use of Interns

Qualified interns will not be used to replace bargaining unit personnel, but rather augment that staffing.

SECTION 21 GENERAL PROVISIONS

Article 21.1 Job Changes/New Classifications

When an existing job is changed or a new classification is developed that falls under the jurisdiction of this Agreement, the City shall designate a pay rate for the position and develop a job description. The Union shall be notified by the City, in writing, of any changes including the proposed pay rate and job description. The pay rate established by the City shall be considered tentative until the Union has been afforded an opportunity to meet and negotiate the matter through arbitration, if required. The Union shall make its demand to bargain within thirty days (30) of notice. In any event, the City may implement the job change or new classification prior to the completion of negotiations. The final wage rate will be retroactive to date of implementation.

Article 21.2 Job Descriptions

The City shall maintain written job descriptions which shall include, but not be limited to, titles and written specifications, a description of the responsibilities, and a statement concerning qualifications required.

The City shall provide the Union with copies of all current job descriptions covered by this Agreement. If changes are made, the Union shall be informed in writing and provided copies of the new descriptions.

Article 21.3 Personnel Files

An employee shall upon request be given reasonable opportunity to review her/his personnel file. An employee shall be shown and shall sign all written disciplinary statements placed in her/his file. S/he may attach a written statement to any such material, and such statement shall become a part of her/his file. All written disciplinary action shall be placed in the employee's file and may be subject to the provisions in Article 18.4.

Article 21.4 Outside Employment

Outside employment is any work for another employer or herself/himself for which pay is received whether by salary, wages, commission, or by sale and which work is carried on in addition to full-time employment with the City.

No employee will hold outside work when:

- a. It represents a conflict of interest with City employment or detracts from the efficiency of the employee in her/his City work.
- b. It adversely affects the employee's performance in her/his City position or is incompatible with the requirements of the regular City position.
- c. It presents a financial or personal interest adversely affecting the employee's judgment or performance.

The City may require termination of outside employment if the criteria described above applies. The City's decision shall be subject to the grievance procedure.

Article 21.5 Notice of Exams

The City will provide employees with at least thirty (30) days' advance notice of promotional exams. The notice will include testing criteria.

Article 21.6 Nondiscrimination

The City and the Union agree that there shall be no discrimination against any employee for her/his activity in protected union activities or other activities dealing with representation matters.

This Agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, mental/physical handicaps unrelated to job performance, religion, or political affiliation. Disputes arising under this article for which there is legal remedy may not be processed through the grievance procedure to arbitration. If no forum for legal remedy exists, the disputes are arbitrable.

The Union and the City shall equally share the responsibility for upholding the provisions of this article.

Article 21.7 Special Conferences

Special conferences for important matters may be agreed to between the Union representatives and the City representatives upon request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the conference is requested. Union representatives shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during duty hours of the members so attending.

Article 21.8 Prevailing Practices

Provisions in this Agreement are not intended to affect existing wage and other economic benefits to employees unless specifically included in this Agreement. If management desires to change an existing benefit or other working condition, it must negotiate the change with the Union before implementation to the extent the subject is bargainable under existing law.

Article 21.9 Training

To provide for a safer and more professional operation, all career personnel will be allowed to attend all department training, including intern drills. It is agreed between the parties that such attendance is strictly voluntary on the part of career personnel and that they shall not be compensated for such attendance when the Department has not assigned them this training. The City shall make clear when overtime is authorized for in-house training by denoting so on the training announcement.

The City shall continue to make available reimbursement of tuition and books for individuals taking approved fire service, emergency medical services, investigation, and/or life safety courses that apply to educational degrees. When available, training time off shall be allowed.

The City shall reimburse items such as tuition, books, meals, lodging, and transportation for classes, seminars, conferences, etc., which are approved by the Department. When available, training time off shall be allowed.

An employee required to provide up to 36 hours of trade time to attend department-approved training may bank 36 hours into Training Hours, hour for hour. However, such leave must be used in blocks of 12 or 24 hours. Requests to bank such hours will be so noted on the Training Request form submitted for the training requiring the trade. For these employees, any training hours not used during the fiscal year in which they were banked will be deducted from the employee's training hours' bank at the fiscal year end. These hours can only be used as leave time and cannot be cashed out.

Article 21.10 Residency Requirement

There will be no residency requirement for personnel covered by this Agreement. However, personnel must be observant of callback requirements and time limitations as set forth in current department policy.

SECTION 22 DRUG & ALCOHOL TESTING

Employees in the bargaining unit may be required to undergo testing on "reasonable suspicion" when objective facts and observations are brought to the attention of the supervisor. Based upon reliability and weight of such information, the supervisor can reasonably infer or suspect that the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs and alcohol. Reasonable suspicion must be supported by specific articulable facts which may include but are not limited to: reports and observation of the employee's drug-related activities; observations of the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

Employees involved in a job-related accident involving a vehicle or a watercraft may, at the City's discretion, be required to submit to testing to determine the presence or use of alcohol or drugs. Employees required to submit to such testing are prohibited from transporting themselves to the collection site. A supervisor/manager will arrange for transportation. If this testing holds the employee past her/his scheduled hours, s/he will be eligible for mandatory overtime until s/he is released.

The City's drug and alcohol testing policies are initiated solely at the request of the City. The Union shall be held harmless for the violation of any employees' rights arising from the agreeing to and/or signing of this policy. The City agrees to indemnify, defend, and hold the Union harmless against any claims made or suits brought against the Union as a result of this policy.

SECTION 23 SAVINGS CLAUSE

The provisions of this Agreement 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 invalid, unlawful, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, declared invalid by an order of the Employment Relations Board that has survived appeals, if any, or made illegal through enactment of a federal or state law or through government regulations having the full force and effect of law, such action shall apply only to the specific section or portion thereof, directly specified in the action and shall not invalidate the entire Agreement. The rest of this Agreement's sections, subsections, sentences, clauses, and phrases shall remain valid and in effect.

The invalidated provision(s) shall be subject to renegotiation by the parties conditioned upon either party notifying the other in writing, within thirty (30) days of the date the party became aware of the invalidating action, of its desire to enter into such negotiations.

SECTION 24 MODIFICATION

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, it shall give written notice to the other party by January 31 of the expiring year and bargaining shall begin within thirty (30) days. If neither party gives such notice as provided, this Agreement shall remain in effect from year to year.

SECTION 25 TERM OF AGREEMENT

Article 25.1 Duration

This Agreement shall be effective upon ratification of the parties and shall remain in full force and effect through June 30, 2010, or until a new contract is ratified by both parties and executed with signatures.

Article 25.2 Successor

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 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.

Article 25.3 Closure of Bargaining

This Agreement supersedes and cancels all previous agreements between the City and the Union and constitutes the entire agreement between the parties and concludes collective bargaining for its term unless otherwise required by law or through the proper application of Article 21.8 or Section 23. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the City and I.A.F.F., Local Union #845, have negotiated the terms of this Agreement in good faith and hereby agree to observe said terms of this Agreement.

FOR THE UNION:

FOR THE CITY:

Jason Katzenstein, President, IAFF Local #845

Wes Hare, City Manager

IAFF Local #845 Representative

David Shaw, Human Resources Director

IAFF Local #845 Representative

Kevin Kreitman, Fire Chief

IAFF Local #845 Representative

John Bradner, Assistant Fire Chief

IAFF Local #845 Representative

Shane Wooton, Battalion Chief

IAFF Local #845 Representative
Manager

Laura Hyde, Executive Assistant to the City

Date

Date

APPENDICES A - A-5

Salary Schedules

- Appendix A: July 1, 2007, through December 31, 2007**
- Appendix A-1: January 1, 2008, through June 30, 2008**
- Appendix A-2: July 1, 2008, through December 31, 2008**
- Appendix A-3: January 1, 2009, through June 30, 2009**
- Appendix A-4: July 1, 2009, through December 31, 2009**
- Appendix A-5: January 1, 2010, through June 30, 2010**

APPENDIX B
Safety Suggestion Program

Memorandum of Agreement

Between

City of Albany

And

Albany Fire Fighters, IAFF Local 845

SAFETY SUGGESTION PROGRAM

The parties acknowledge that emergency response creates safety and health hazards unique to the profession. The safety of our personnel is our number one concern, followed by the safety of those we respond to in an emergency situation. The Albany Fire Department Safety Committee would like to institute a program at our department that has appeared across the nation regarding the safety of firefighting personnel.

The parties acknowledge that in order to create and promote a safety work environment, the reporting of “near-miss” incidents should be a standard practice so that all personnel can learn from these situations. As referenced in the *Fire Chief* article of April 2005 entitled, “Too Close for Comfort,” safety committees in general respond to incidents that have already occurred and seek, through inspections, ways to prevent incidents. The parties agree to take the concept of promoting safety within our agency to a new level with an incentive program that uses suggestions from department personnel for safer ways of operating and for submitting “near-miss” incidents with suggestions for ways to avoid repeating these incidents.

The following are the parameters of the safety suggestion program:

- 1.This program applies to both represented and non-represented fire department personnel, and all department members are encouraged to submit suggestions for improvement or report “near-miss” incidents.
- 2.Safety suggestions should be submitted by e-mail to a Safety Committee member.
- 3.The suggestions will be reviewed and discussed by the Safety Committee at their monthly meetings. The suggestion for a safety way of doing our job or the noting of a “near-Miss” must be accompanied with a suggestion for a corrective measure for consideration by the Committee.
- 4.The ideas or events selected by the Committee which have the maximum impact to our members will be awarded a \$25.00 Chamber Dollar gift certificate. The idea will be published in the Safety Committee’s minutes for review with all personnel by their station officer or supervisor.
- 5.The Safety Committee may award more than one award per month or may elect not to select any suggestions for recognition depending on the quality of the safety suggestions and their potential impact upon our operations.

This program will be limited to a maximum combined total amount for all awards of \$500 for the entire year.

The parties agree that this safety suggestion and “near-miss” reporting program is not part of the benefit package for department personnel and, therefore, is not subject to collective bargaining.

Dated this _____ day of _____ 2007.

CITY OF ALBANY:

ALBANY FIRE FIGHTERS, IAFF LOCAL 845:

David Shaw, Human Resources Director

Jason Katzenstein, President

APPENDIX C
Safety & Health, Section 19
Letter of Understanding

Safety & Health, Section 19

Letter of Understanding

between the

City of Albany

and the

Albany Fire Fighters, IAFF Local 845

The following are acknowledged by the City and Union:

1. Employees' physical, mental, and emotional fitness is a priority for both parties.
2. It is in the best interest of both parties to adopt a program based on principles such as the Fire Service Joint Labor Management Wellness-Fitness Initiative, developed by the IAFF and IAFC.

Therefore, the following is agreed upon in good faith:

1. Upon request of either party, the parties will meet and confer to discuss collaboratively implementing a fitness program as indicated above, with the intent of addressing each party's concerns. Should the parties mutually agree upon such a fitness program, the parties will sign a Memorandum of Agreement that incorporates the program into Section 19, Safety and Health, and make changes to Section 19 as needed to be consistent with the fitness program. If, however, agreement cannot be reached by June 30, 2010, this Letter of Understanding will expire.

Dated this _____ day of _____ 2007.

CITY OF ALBANY:
845:

ALBANY FIRE FIGHTERS, IAFF LOCAL

David Shaw, Human Resources Director

Jason Katzenstein, President

APPENDIX D
Memorandum of Agreement
regarding
Vacancy Created by Military Leave of Absence

(page for MOA, Vacancy Created by Military Leave of Absence)