

Labor Contract

between

City of Baker City

and

**Baker City Professional
Firefighters**

Effective upon execution through June 30, 2024

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Labor Contract

ARTICLE 1: PREAMBLE

This Agreement entered into by the City of Baker City, Oregon, hereinafter referred to as the "City", and the Baker City Professional Firefighters, Local 922, American Federation of Labor, Congress of Industrial Organization, Canadian Labour Congress, hereinafter referred to as "Union".

ARTICLE 2: PURPOSE AND SCOPE

This Agreement is designed to maintain and promote harmonious relationships between the City and such of its employees who are within the provisions of the Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE 3: TERM OF AGREEMENT

This Agreement shall become effective upon execution and shall remain in effect until June 30, 2024 and thereafter until a new contract between the parties hereto is reached. Either party may serve notice in writing of intent to negotiate a new contract not later than December 31, 2023. If both parties fail to give notice to the other party of its desire to negotiate a successor agreement as herein provided, this agreement shall automatically be renewed for a one-year term thereafter. Parties acknowledge the only retroactive provision of this agreement is under Article 10, Section 1.

ARTICLE 4: AMENDMENTS

This Agreement or any article included herein may be amended, altered, or added to by written agreement of the parties.

ARTICLE 5: TRANSFER

This contract shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the annexation, consolidation, merger, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by the change of any kind of ownership, management or governmental entity of either party hereto, or by any change, geographical or otherwise in the location of business of either party hereto, subject to applicable law.

ARTICLE 6: RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for regular full- time career Firefighters and Lieutenants of the Baker City Fire Department. The Union is the bargaining agent for the purpose of establishing terms and conditions of employment, wages, hours, working conditions, retirement, pension and other matters of "employment relations" as identified by

PECBA.

ARTICLE 7: UNION'S RIGHTS & RESPONSIBILITIES

Section 1. Any eligible full time employee in good standing or at time of hire may elect to become a member of the Association. Upon receipt of written authorization by the individual employee, the City will deduct the current monthly Association dues from said employee's paycheck. Each payroll period, the City will remit one aggregate monthly check to the Association, with a current list of contributing and any non-contributing employees for accounting purposes. The Association Secretary/Treasurer will notify the City of any changes to Association dues with at least thirty (30) days' notice.

Authorization for payroll deductions may be cancelled by any employee upon written notice to the City and Association with at least thirty (30) days' notice. No employee will be interfered with intimidated, restrained or discriminated against by the City or Association because of the exercise of their legal rights or rights under this Labor Agreement.

Section 2. Voluntary payment in Lieu of Dues. The terms of this Agreement apply equally to all employees in the bargaining unit. Any employee who chooses non-membership in the Association but recognizes the benefits of the services provided, may make voluntary payments to the Association in any amount up to that of equal the amount of membership dues. Such payments will be deducted from the employee's payroll upon written authorization by the employee in the same manner as above. Such authorization may be discontinued at the election of the employee by giving written notice to the City and Association at least thirty (30) days in advance.

Section 3. The City shall not be held liable for errors in dues deductions unless the City, upon written notification from the Association, fails to correct the error within thirty (30) days from the receipt of notice. The Association agrees to indemnify, defend and hold the City harmless against any claims made or suits brought against the City as a result of this article. In the event any determination is made by a court having jurisdiction that this article provided for payment of dues to the Association. The Association will be responsible for any reimbursement to applicable employees.

Section 4. The City agrees not to interfere with the right of employees to become members of the union, and there shall be no discrimination, interference, restraint, or coercion by the city or any city representative, against any employee because of any lawful employee activities in an official capacity on behalf of the union.

Section 5. The City and the union mutually agree the provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, race, religion, political affiliation, handicap or any other legally protected class. The Union and the City shall share equally in the responsibility for applying the provisions of this article in accordance with affirmative action goals required under lawful regulations.

ARTICLE 8: CHECK-OFF

Section 1. The City agrees to deduct union assessments and monthly union dues from those employees who individually request in writing on authorized payroll deduction forms that such deductions be made and will continue until such time that the employees requests otherwise. The amounts to be deducted shall be certified to the City by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the treasurer of the Union monthly accompanied by an itemized receipt. Changes in the dues structure shall be limited to once per year.

Section 2. The Union agrees to indemnify and hold the City harmless for all deductions made under this Article.

ARTICLE 9: RIGHTS OF MANAGEMENT

Section 1. The employer retains all of the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Baker City Fire Department or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this agreement, and the employer retains all prerogatives, functions, and rights not specifically limited by the terms of this agreement.

Section 2. The Union recognizes that the city has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the city, including the exercise of said contracting and subcontracting rights in the event of emergency, essential public need, or where it is uneconomical for city employees to perform said work.

ARTICLE 10: WAGES, SALARIES AND HOURS OF WORK

Section 1.

Effective and retroactive to July 1st, 2021, the base salary for all classifications at the base step will be increased by 5% (five percent) and remaining steps will be adjusted according to the range differentiation.

Effective in the payroll period following execution of this agreement, all bargaining unit members employed during that payroll period will receive a one-time retention payment of \$2,500 (two thousand five hundred dollars).

Effective July 1, 2022, the base salary for all classifications at the base step will be increased by the annual CPI-W (US City Average) for the previous calendar year within a minimum of 3% and maximum of 5%. Remaining steps will be adjusted according to range differentiation.

Effective July 1, 2023, the base salary for all classifications at the base step will be increased by

the annual CPI-W (US City Average) for the previous calendar year within a minimum of 3% and maximum of 5%. Remaining steps will be adjusted according to range differentiation.

Monthly salaries are reflected in Appendix A.

Range differentiation: Base step up to step 3 are 4% differentiation. Consistent with Article 10, Section 7, Longevity, Appendix A will reflect the addition of Steps 4, 5 and 6.

Section 2. Wages shall be in accordance with the wage schedules as set forth in Appendix A, attached hereto and by this reference incorporated herein. There shall be two separate classifications within the scope of this contract. These are: Lieutenant and Firefighter. The pay grade assigned to each existing classification and the pay grade assigned to each classification shall remain in effect and as assigned during the term of this agreement.

Section 3. Any employee who is assigned in writing to temporarily accept the responsibilities and duties above their classification or position or grade senior to that of their permanent grade for a continuous period longer than one (1) consecutive hour will be paid an additional 5% of base pay for those hours assigned AIC. Authority to make temporary assignments rests with the Fire Chief or designee.

Section 4. Any overtime work shall be paid on the following schedule:

- a. All time worked consecutive to and in excess of the regular twenty-four hour (24) shift shall be paid to the next half hour at 1½ times the employee's regular hourly rate. For purposes of this sub-section, any part of an hour worked in excess of ten minutes will be considered a full hour. This rate shall be determined by dividing the employee's annual salary by 2912 hours.
- b. Employees called to work between one and two hours before their shift shall be paid for two hours at the overtime rate. Employees called back to work less than one hour before their shift shall be paid for one hour at their overtime rate. Employees called back at all other times shall be paid at their overtime rate for hours worked with a two hour minimum.
- c. Compensatory Time: An employee has the option to take any overtime as compensatory time off in lieu of compensation. Compensatory time will be scheduled on a first come first served basis. Any vacation will take priority over compensatory time off. Compensatory time off may be accumulated up to a maximum of 96 hours, and shall be scheduled by agreement between the Division Chief or Fire Chief and employee involved. All hours above 96 will be paid per pay period. No compensatory time off shall be scheduled if it would be unduly disruptive to operations consistent with applicable law.
- d. For purposes of this section, with the exception of sub-section (a) above, overtime shall be paid to the next half hour.

Section 5. The work cycle shall be 27 days pursuant to section 207(k) of the FLSA. Employees assigned to regular firefighting duty shall work a 56-hour week, with 24 hours on duty and 48

hours off duty regardless of days of the week or holidays. *(City offers MOU on trial schedule as attached)*

- a. The parties hereto recognize that because of limited personnel and the desire to honor as many requests for vacation or other time off as possible, an employee may be required to return to work after less than forty-eight (48) hours off-duty.
- b. Yearly shift assignment: The City may assign shift assignments in yearly increments at the beginning of each calendar year. Due to operational need, the City may reassign an employee during the year, but agrees to use its best efforts to limit such re-assignments to once per year. In the event of such an assignment, the City will give as much notice as is reasonably practical.
- c. Before assigning an employee to mandatory overtime, the City will request employees to volunteer for the assignment. The Union agrees that, to the best of the efforts of its individual members, it shall continue the practice of volunteering for such shifts. Both parties recognize, however, that at times personal schedules will not allow employees to volunteer to work shifts other than those regularly scheduled.
- d. Employees have the right to voluntarily trade shifts when needed. No employee may work more than 48 hours, unless emergency operations require it for station coverage.

Section 6. Employees shall be paid at the base rate during the first twelve (12) months of employment. Upon 12 months of service and successful completion of probation, and employee will move to Step 1. Employees become eligible for step increase for Step Two and Step Three on successive anniversary dates of hire. In the event of a promotion, the effective promotion date will become the new anniversary date for step increases. Employees promoted to a higher rank shall be paid at the next higher pay level above their current salary, but shall be on probation during the first six months of service in the new rank.

Section 7. Longevity. Effective in the payroll period in the month following execution of this agreement:

Employees who have completed 60 months of continuous service with the Fire Department will be moved to Step 4 of Appendix A. Step 4 will reflect an increase of 2% above Step 3.

Employees who have completed 120 months of continuous service with the Fire Department will be moved to Step 5 of Appendix A. Step 5 will reflect an increase of 2% above Step 4.

Employees who have completed 180 months of continuous service with the Fire Department will be move to Step 6 of Appendix A. Step 6 will reflect an increase of 2% above Step 5.

Section 8. The City agrees to pay, as incentive pay, the following amounts to all employees who have attained the requisite positions:

EMT Intermediate: 5% per month based on the employee's current step

EMT Paramedic: 10% per month based on the employee's current step

Section 8. The City will provide employees LifeFlight-Firemed ground and air ambulance membership annually.

Section 9. In the event any compensatory time, paid time off, or other form of compensation not already covered in this contract, is earned by or given to an employee covered by this contract, all employees covered by this contract shall be given the same compensation or the right to earn such compensation equally.

ARTICLE 11: SICK LEAVE

Section 1. For those employees whose regular work week consists of fifty-six (56) hours, sick leave shall be earned at the rate of twenty-four (24) hours for each month of service. Sick leave credits may be accumulated to a total not to exceed 1,440 hours. In using sick leave, those employees shall be charged on an hour- for-hour basis. For the purposes of PERS reporting, the City will report sick leave accruals consistent with PERS rules with that employee's Tier 1/Tier 2 or OPSRP status.

Section 2. Sick leave may be used for:

- a. Physical or mental health of the employee;
- b. Quarantine of the employee due to exposure to contagious disease;
- c. Out-of-town medical, dental, or optical appointments of the employee or the employee's spouse or children; employees agree to use their best effort to schedule such appointments at times other than their regular duty shift;
- d. Illness or serious injury of the employee's spouse or children;
- e. Parental Leave, however only in the event that and to the extent that State or Federal law requires sick leave to be used for this purpose;
- f. Leave eligible under Oregon Paid Sick Leave, OFLA or FMLA.

Section 3. For those employees whose regular work week consists of 40 hours, sick leave shall be earned at the rate of eight (8) hours for each month of service. Sick leave credits may be accumulated to a total not to exceed 960 hours. Subject to PERS rules and regulations, the City will report sick leave accruals to PERS.

Section 4. Employees will notify the Fire Chief or designee of such leave at least one hour, or within a reasonable time, before the leave begins unless physically unable to do so.

Section 5. Consistent with applicable law, the City may obtain certification/verification when deemed necessary to comply with its obligations under applicable laws, such as OFLA and FMLA. If an employee has been absent for more than three (3) consecutive work shifts for their own illness or injury that required medical treatment or as otherwise permitted by Oregon sick

time rules, the City may ask for certification from the employee's medical provider. The City will pay the cost of a doctor's examination if it so requires.

Section 6. When an employee takes sick leave from the career service on account of conditions for which the employee receives workman's compensation from the City's Insurance Carrier:

- a. The employee may elect to use paid leaves to cover the difference between the rate of disability payment and the employee's regular net pay, subject to section (c) below.
- b. Whenever an employee receives a check from a Workers' Compensation claim:
 1. The employee shall report to the Human Resource Manager the amount of the check and the period for which it represents payment;
 2. The check may in no event be endorsed over to the City;
- c. At the election of the employee, the City will use paid leaves to pay the employee for the difference between the worker's compensation check and the employee's regular net pay, provided the employee has sufficient accrued paid leaves to justify the pay. Paid leaves may be used at the employee's choice, however, the employee must maintain at least 96 hours of sick leave in reserve to be used last if at all. Upon the depletion of paid leave accumulations, the employee shall receive only Workers' Compensation benefits.

Section 7. No compensation for sick leave shall be allowed an employee upon termination of employment with the city.

Section 8. Any failure to comply with the provisions of paragraph five (5) above shall be grounds for denial of sick leave with pay for the period of absence.

Section 9. Sick leave shall be taken on a hour-for-hour basis. Sick leave used by an employee shall begin at 0700 on their normal shift and end at 0700 the following morning unless the employee is able to return to work during their normal shift. If the employee is able, the employee shall return to work and the employee's sick leave shall stop at that time. An employee taking sick leave is not disqualified from reporting for call-back duties at times other than their regular shift.

ARTICLE 12: LEAVES OF ABSENCE

Section 1. Leaves of absence without pay for a period not to exceed six (6) months shall be granted upon the approval of the Fire Chief and the City Manager. Employees on leave without pay shall not accrue any benefits.

Section 2. Bereavement Leave. An employee absent from duty by reason of the death of any member of their immediate family shall be allowed one shift funeral leave without deduction of pay on account of such absence. With the approval of the Fire Chief or designee, additional leave after the first shift shall be allowed for necessary funeral travel time, or, under exceptional

circumstances, for other purposes relative to a funeral. Funeral leave shall be limited to a maximum of three shifts. Leaves provided by this provision are concurrent with any leaves taken under OFLA and use of bereavement leave is subject to timing of OFLA rules.

For purposes of this section, immediate family shall be defined as spouse, children of the employee, mother, father, grandmother, grandfather, grandchildren, brother or sister of the employee, and of the employee's spouse.

Section 3. Jury Duty and Witness Leave. An employee shall be allowed leave without deduction of pay for the following causes: jury duty, or a legal court witness, called by subpoena to testify in a matter within the employee's scope of employment.

Section 4: City Approved Training. If either the City mandates training or the employee requests attendance to a training, conference or convention with a direct relationship to the employee's duties within the City, such instructional time is paid. Travel time will be paid in accordance with BOLI rules. The City may adjust an employee's notice to attend mandated or approved training as requested. Each of the requests shall be considered and judged on its merits by the Fire Chief of designee. If while in attendance in an approved conference, training or convention the employee receives any other compensation as a result of attending such event, the compensation will be paid to the City or offset set with the employee's regular salary.

ARTICLE 13: VACATION

Section 1. All regular full-time employees who are on a 56-hour workweek and have at least one year continuous service shall earn vacations with pay according to the following schedule:

Length of Service:	Vacation Credits:
a. Less than four years(<48 months):	14 hours/month max accumulation of 336 hours including holiday credits
b. 4 years or more, but less than 9: (48 months to 107 months)	16 hours/month max accumulation of 384 hours including holiday credits
c. 9 years or more, but less than 14: (108 to 167 months)	20 hours/month max accumulation of 450 hours including holiday credits
d. 14 years or more, but less than 19: (168 to 227 months)	22 hours/ month max accumulation of 450 hours including holiday credits
e. 19 years or more: (228 months +)	24 hours/month max accumulation of 450 hours including holiday credits

Section 2. There shall be no accrual or payment made of vacation hours over the maximum accumulation set forth herein. Vacation shall accrue at the end of each month worked. City agrees to allow members of the bargaining group to retain hours at the cap amount and the difference of

vacation hours over the cap be cashed out for equal pay in the corresponding paycheck in the event a shift experiences a personnel shortage greater than four weeks.

Section 3. All regular full-time employees who are on a 40-hour work week and have at least one year continuous service shall earn vacation with pay according to the following schedule:

Length of Service:	Vacation Credit:
a. Less than 4 years: (<48 mos.):	One working day of vacation credit/month of Service max accumulation of 20 days of such credit
b. 4 years or more but less than 9: (48 to <108 months)	One and one-sixth (1 1/6) working days of vacation credit/month of service max accumulation of 20 days of such credit
c. 9 years or more, but less than 14: (108 to <169 months)	One and one-third (1 1/3) working days of vacation credit/month of service max accumulation of 25 days of such credit
d. 14 years or more but less than 19: (169 to <228 months)	One and five-twelfths (1 5/12) working days of vacation credit/month of service max accumulation Of 25 days of such credit
e. 19 years or more: (228 months +)	One and one-half (1 1/2) working days of vacation credit/month of service max accumulation of 25 days of such credit

Section 4. In the event of a termination of employment all accrued vacation leave shall be computed to compensation at the employee's regular rate of pay and paid to the employee or their estate or beneficiaries upon successful completion of probation.

Section 5. An employee, upon request, may be paid their accrued vacation up to twice per fiscal year to a maximum total of 100 hours per fiscal year.

Section 6. Fire Department policy allows for a maximum of one employee per assigned shift to utilize accrued leave at a time.

- a. For union represented employees on a 56-hour workweek, vacation will begin at 0700 hours of the day the employee goes off duty and shall terminate at 0700 hours of the day they return to duty.
- b. Union represented employees will be allowed to use a portion of their annual vacation as a partial shift of not less than 12 hours up to a maximum of 4 times each year for a total of 48 hours annually. Permission to exceed the 48 hours rule for partial shifts must be received by the Fire Chief in writing prior to the scheduling of additional partial shifts. Longer blocks of vacation time will take priority over smaller blocks of vacation time with 24-

hour blocks having the highest priority.

Section 7. Seniority shall be a factor in the scheduling of vacation periods.

- a. Vacation will be scheduled on a shift basis in accordance with seniority of said shift. The Fire Chief will establish and post a seniority list for the Fire Department annually. Seniority shall be determined by date of hire as a career member of the Baker City Fire Department.
- b. Vacations will be bid and scheduled in four month periods. The first bid period will be the first seven days in April for the months of May, June, July and August. The second bid period will be the first seven days in August for the months of September, October, November and December. The last bid period will be the first seven days in December for the months of January, February, March and April. All vacation bids will be strictly by seniority. The most senior member of the shift will pick and finalize all of their desired vacation days. The remaining members will then pick their vacation days in a similar manner, consistent with their position on the seniority list.
- c. Vacation requests after the bid period will be scheduled on a first come first served basis by submitting a request to the shift officer who will check the schedule for the availability of the requested shifts and then approve or deny the request. Disputes over the scheduling of vacation will be resolved by the Fire Chief.
- d. Holiday vacation shall be scheduled in the same manner as other vacation time with the exception that there will be one bid period for holidays. The bid period will be the first seven days of December for the next year's holidays. Bidding will be by seniority for first choice of holiday time.
- e. Previously approved vacation leave may not be canceled by the City except in the event of an emergency which creates an abnormal workload or other condition not under control of the City. In the event of an emergency, the employee shall be notified of the cancellation in writing. Unrecoverable transportation or lodging deposits will be paid by the City.

Section 8. In the event an employee decides to not take approved vacation, the shift officer will make it known to all shift employees.

ARTICLE 14: HOLIDAYS

Section 1. The following holidays shall be observed in accordance with national observance:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

Section 2. Due to the nature of 24-hour shift work for a continuous public safety department, in lieu of observing holidays, each employee who is on a 56-hour work week shall receive 8 hours of leave added to their vacation account at the end of each month.

ARTICLE 15: INSURANCE BENEFITS

Section 1. The City will provide full-time employees and their dependents CIS plan HDHP-4, including RX, and alternative care, herein referred to as "HDHP" plan, Dental-ODS Plan II, and Vision VSP 12/12/24. The employer will pay 90% of the premium for the HDHP-4 plan and employees are responsible for the remainder of the monthly premium through payroll deduction. The City will establish a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA) for each eligible employee and contribute in the following manner: throughout the term of the agreement, the City will pay the equivalent total of \$1,700 (employee only) or \$3,400 (employee plus one or more dependent) in four quarterly payments-January 15 April 1st, July 1st, and October 15th.

Part-Time Employees: Premium Cost Share. The employer will pay a prorated premium contribution based on the employee's monthly FTE multiplied by the 90% cost share. The employee is responsible for the remainder. (i.e.: employer contribution for a 0.8 FTE is (0.8% x 90% of the monthly premium).

Part-time Employees: Employer Deductible Contribution: The employer will pay a prorated monthly deductible contribution based on the employee's monthly FTE and insurance enrollment status. (i.e.: a 0.8 FTE employee will receive 0.8 times the employer paid deductible).

For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, TricareNA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations. (*note: Employees with spouses also employed by the City are subject to plan limitations as directed by CIS*)

Section 2. The City shall provide at no cost to the employee one and one-half (1½) times salary's worth of life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 16. RETIREMENT

The City shall continue with the retirement plan, PERS and OPSRP that is now in force or any improvements on said plan. As of July 1, 1979, the retirement plan was amended to allow that one-half of an employee's sick leave will be credited to their account with PERS as allowed by ORS 238.350. The City will pay the employees 6% contribution consistent with PERS statute and rules to the Individual Account Program (IAP).

ARTICLE 17: INDEMNIFICATION AGAINST LIABILITY

The City shall continue to provide for indemnification of employees against losses arising out of judgements or claims for acts committed by them in the discharge of their duties and in the course of their employment, provided that such losses do not result from the willful and wrongful acts of gross negligence of such employees.

ARTICLE 18: SENIORITY

- a. In the case of a personnel reduction, the employee with the least seniority shall be laid off first. "Seniority" shall mean the length of continuous career status service in the fire department computed from the date of the employee's hire date. Time in the fire department shall be given the utmost consideration. No new employee shall be hired until employees laid off for twenty four (24) months or less have been given the opportunity to return to work. In the case of lay-off, if an employee is rehired within one year, all accumulated sick leave shall be reinstated. It will be the employee's responsibility to keep contact information up to date with the City.
- b. City will provide and post a seniority list once per year or as a new employee is added.

ARTICLE 19: GRIEVANCE PROCEDURES

Section 1. A grievance is defined as a complaint arising out of alleged violations concerning the application of interpretation or compliance with the provisions of this agreement.

Section 2. An employee covered by this Agreement shall present their complaint in the following manner:

Informal Step. The employee is encouraged to approach the department management in an informal manner in an attempt to solve the problem.

Step 1. The employee is directed to present their complaint to the union membership who will, by majority vote, determine initial support of the grievance. If the complaint, as viewed by the Union, is found to be valid, the Union Grievance Representative shall present the written grievance to the Chief of the Department. After the vote, an employee is not precluded from filing a Step 1 grievance to the City if otherwise not filed by the Union. The grievance shall contain the provision of the agreement alleged to have been violated and the remedy requested. It must be filed within fifteen (15) calendar days of the facts giving rise to the grievance or the time that the employee reasonably should have known about the facts.

Step 2. The Fire Chief shall, within ten (10) working days, give an answer in writing to the grievance.

Step 3. Failing satisfactory settlement, the grievance shall, within three (3) working days from the time of the Fire Chief's answer (failure of the Fire Chief to answer within the time allowed shall automatically put the grievance in this step), be referred to the Union Grievance

Committee composed of three union members and be served upon the City Manager, who shall discuss the matter with the grievance committee of the Union duly authorized to discuss grievances at this level and an earnest attempt shall be made by both parties to settle the grievance. The City Manager will respond in writing within five (5) working days of the Grievance Committee meeting.

Step 4. Mediation. In the event no agreement is reached in Step 3 within fifteen (15) days of the City Manager response in Step 3, the matter will proceed under this mediation step. The parties can either agree to a mutually acceptable mediator, or if no agreement is reached, the City will seek a mediator from the ERB. Costs for the mediator shall be shared. Mediation will have a cap of sixty (60) days from either mutual appointment of the mediator by the parties or appointment by the ERB. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the sixty (60) days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the sixty (60) days, but such must occur before the expiration of the initial sixty (60) days.

Step 5. Failing satisfactory settlement, the Union may submit the grievance to binding arbitration, as set forth in ORS 243.742 through ORS 243.756. Costs of arbitration shall be paid by the losing party, as determined by the arbitrator, with the exception that each shall pay for its own witnesses and representation.

Section 3. Any time limits shall be strictly construed; however any time limit in this article may be extended by mutual written consent prior to the time limit discussed.

ARTICLE 20: WORK RULES

Section 1. The City may adopt work rules not in conflict with the provisions of this agreement for the operation of the fire department and the conduct of the employees to encourage and maintain the proper and efficient operation thereof.

Section 2. The Union will be invited to offer suggestions and recommendations in the adoption and implementation of work rules promulgated by the City. It is understood, however, that final authority to change, modify, or delete any work rules or regulations rests with the City.

Section 3. Any unresolved complaint as to the interpretation of any new existing work rules, or any complaint involving discrimination in the application thereof, shall be resolved by the grievance procedures set forth in the Agreement.

Section 4. Any proposed change to the existing City Personnel Rules, Policies and Procedures, which impact working conditions or conditions of employment, must be negotiated with the Union prior to implementation, as provided by PECBA.

ARTICLE 21: UNION BUSINESS

Section 1. All Union members, up to a maximum of two, appointed by the Union as members of the Union Collective Bargaining Negotiating Committee shall be allowed time off with pay and without the requirement to make up such time for negotiation sessions between the parties when negotiating a labor contract between the City and the Union. "Negotiations" shall also include mediation and interest arbitration. No overtime will be paid by the City for these activities, and the City may adjust work schedules to not incur overtime obligations. The scheduling of these activities shall not interfere with the operations of the department.

Section 2. Union Representation Activities On Duty. Designated Union representatives who are employees will be permitted paid time on duty to engage in union representation duties as stated in ORS 243.798(a-g). Such activities shall not interfere with work duties nor interfere with or delay service calls.

Section 3. The Union may schedule meetings on the premises of the fire department, as long as such meetings are not disruptive of the duties of the employees or the efficient operation of the Fire Department, and subject to the provisions of Section 2 above.

Section 4. The accredited representatives of the Union, whether local, district, or international, shall have access to the fire department premises for the purposes of attending and participating in union meetings scheduled as provided in Section 3 above or with the approval of the Fire Chief.

Section 5. The City agrees that two (2) accredited representatives of the Organization of Baker Firefighters Union Local 922 International Association of Firefighters will be allowed one shift per year off each, or two shifts per one year with pay in order to attend recognized conferences of their Union. The City may ask for reimbursement from the Union if the representative is receiving compensation for union activities outside of normal work duties and consistent with ORS 243.802. It is the understanding of both parties that if the absence of the union representative will substantially hinder the operation of the department, the union representative will give up the above leave for that time.

Section 6. Use of City Email. Consistent with ORS 243.804(5), designated union representatives may use the City's electronic mail system to communicate with members for matters of administration of the collective bargaining agreement, investigation of grievances or other disputes relating to employment relations, and governance or business of the labor organization. All communications are subject to the City's rules and policies on electronic communications, and there is no expectation of privacy for communications using City resources.

Section 7. Labor Management Meetings. The Parties acknowledge that meetings between City Management and Union leadership may be beneficial to discuss workplace matters. The parties agree to meet quarterly, as requested, for the purposes to meet and confer to discuss current concerns and matters related to work. These meetings are non-binding and not considered negotiations. Parties are not precluded from resolving concerns mutually either informally or by written agreement. Either party may have two representatives present, and such time incurred by Union members is not included in Section 1 above.

ARTICLE 22: GENERAL PROVISIONS

Section 1. Educational Courses from Accredited College or Bona Fide School of Learning.

For the purpose of encouraging employees to pursue an education related to their employment, the City shall afford to employees time off during regular working hours, upon request and without loss of pay or the obligation to make up the time, to attend courses approved in writing for each employee by the Fire Chief or designee. Employees will be paid for attending courses at times other than their regular duty shift only if attendance is required in writing by the City. To be reimbursed for college level classes, the employee must have pre-approval and must have earned a grade of “B” or better for the class. Disapproval of courses is not subject to the grievance process.

Section 2.

- a. **Uniforms.** If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the City. The cost of maintaining the uniform or protective clothing or device in proper condition, shall be paid for by the City. The Union recognizes that title to such items furnished remains with the City, and upon termination from City employment, the Fire Chief, at their discretion, may require the employee to return to the City the uniform, or any part thereof, in their possession at the time of termination. The Union will be invited to offer suggestions regarding any proposed change in protective clothing; however the final authority regarding any such change rests with the City. Per Department policy, an employee may carry a personal item as approved by the Fire Chief.

The City agrees to provide the following uniform equipment to each full time employee when initially hired:

- 3 Tee shirts
- 1 Class B uniform shirt
- 3 pairs Nomex uniform pants
- 2 hats (one summer cap and one cold weather)
- 1 quarter zip Job shirt
- 1 all weather jacket
- 1 black belt
- 1 pair of 8” leather boots with zippers.
- 1 helmet flashlight and 1 coat flashlight

All employees will be given Department issued identification and uniform badge.

Every other fiscal year, each full time employee will receive an additional 3 Tee shirts, summer cap, quarter zip Job shirt, one pair of Nomex uniform pants and one class B uniform shirt.

- b. **PPEs.** The City will provide personal protective equipment as needed at the discretion of the City and based on industry standards.

- c. **Repair and Replacement.** Employees are expected to appropriately care for issued equipment, however, due to the nature of the work, the parties recognize that equipment may be damaged or become worn. The City will repair or replace uniforms and PPE's on a case by case basis consistent with industry and safety standards.

Section 3. The City agrees to pay the expenses of maintaining EMT certificates. This shall include recertification fees if necessary. No employee shall allow their EMT certificate to lapse or expire. The City will maintain records for trainings provided by the City. City will pay for employees to maintain their NREMT if not expired.

Section 4. In the event the City seeks to change a condition of employment that is subject to bargaining and that is not covered by this agreement, the City will adhere to ORS 243.698 and provide notice to the Union of the anticipated change.

Section 5. New Hires: All new hires at the department shall be on probation for the first twelve (12) months of employment. Employment may be terminated at the discretion of the City Manager, designee or by the employee any time during the probationary period for lawful reasons with supporting documentation. Any employee failing to successfully complete the probationary period shall be terminated without any rights of grievance under this Contract. Probationary employees will accrue, but not be eligible to use vacation leave benefits during the probationary period, unless specifically agreed upon in advance by the Fire Chief or City Manager.

Section 6. Labor Management Meeting. The parties agree to meet quarterly for Labor Management meetings for the purpose of discussion on matters of concern. These meetings are for discussion and are not binding. The parties are not precluded from reaching written agreements, such as Memorandums of Understanding. If the parties agree, a quarterly meeting may be skipped if unnecessary to meet.

Section 7. Outside Employment. The parties acknowledge existing policy on outside employment. In the event the Fire Chief seeks to rescind approved outside employment, the City will provide at least 30 days notice and opportunity for the employee and Union to meet and discuss. The City's decision to rescind approved outside employment is subject to the grievance procedure.

ARTICLE 23: TRAVEL EXPENSES

Section 1. Employees required to travel out-of-town will be paid meal and lodging expenses as set forth in the City personnel rules.

ARTICLE 24: PERSONNEL RECORDS

Section 1. Each employee, upon oral request, shall have the right to review the contents of their own personnel file. At the employee's option, they may request to be accompanied by a Union representative of their choosing.

Section 2. Access to a staff member's personnel file shall be limited to only the individual

employee involved and/or their designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel. This provision shall not apply to records which are the subject of a lawful subpoena. The City shall, if legally possible, give the Union seven (7) days' notice prior to the release of any records pursuant to said subpoena.

Section 3. No material which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request.

Section 4. Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than to those authorized within the City, as permitted by public records law, or by order of a competent court.

Section 5. All letters and material of commendations shall become a part of the employee's personnel file.

ARTICLE 25: RESIDENCY

Residence within the City of Baker City shall not be a condition of employment, provided that the employee shall not reside more than 20 air miles from the city limits of Baker City. The members of the Union shall not be penalized or discriminated against in any way due to the fact that they live outside the city limits of Baker City.

ARTICLE 26: SAVINGS CLAUSE

If any article or section of this Agreement is unlawful or found invalid by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27: PROMOTIONS

Section 1. Promotion list. Applications for examinations to establish standing on promotion lists shall be accepted for all persons who meet the minimum qualifications and other requirements for the class.

Section 2. A promotion list shall be established for each class of position within the bargaining unit to be filled on a promotional basis. All persons who meet the minimum qualifications as set forth by the City and relevant job descriptions will be eligible to participate in the promotional process. The City will give at least 30 days posting prior to any initiating a competitive promotional process.

Section 3. The format for the promotional process shall be left to the discretion of the City. The promotional process will include three categories as follows: Written Exam 20%, Assessment Center 60% Fire Chief Interview 20%. The Union shall be notified with at least 30 days notice prior to any changes being made in weighting of the promotional process.

ARTICLE 28: DISCIPLINE

Section 1. Principles. In the administration of this article a basic principle shall be that discipline shall be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just-cause including, but not limited to, insubordination, theft, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this agreement, failure to observe safety rules and regulations or failure to adhere to the employee handbook. Any discipline of written reprimand, demotion, suspension without pay, or discharge shall be subject to the grievance-arbitration procedure provided for in the contract. Forms of discipline may include written reprimands, temporary or permanent demotions, suspensions, and discharge. Generally, the City will follow the principles of progressive discipline, however, the City is not precluded from imposing a higher disciplinary action based on the totality of circumstances.

Section 2. Counseling and Discussion. Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts. These forms of counseling may serve as evidence for future disciplines and may be relied upon to establish an employee has been make aware of their obligations and responsibilities. They may be maintained in supervisory or evaluation files (not the personnel file) and are to be reviewed and considered stale, if appropriate, yearly. Employees may provide a written rebuttal to any counseling document within fifteen (15) days of receipt which is attached to the counseling. Counseling actions will be clearly labeled and approved as to form by Human Resources. Counseling actions are not subject to grievance. Nothing in this Article shall be construed to prevent or prohibit the Fire Chief or a superior officer from discussing operational matters informally with employees.

For minor offenses by an employee, the City has a responsibility to discuss such matters with the employee. Where practical, discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable.

Work improvement plans may be used as a form of non-disciplinary corrective action or as part of a disciplinary action for the purposes of remedial action. Work improvement plans will be reviewed by Human Resources prior to use.

Section 3. Due Process.

- a. Prior to the implementation of a suspension, demotion, or dismissal action, the employee shall be notified in writing that such action is being considered and provided the reasons for the proposed action. Such notification shall inform employees of their opportunity to request a pre-disciplinary meeting with a scheduled time offered. The City will include a copy of the investigatory materials relied upon for the pre-disciplinary notice

- b. The Pre-disciplinary meeting shall be informal to provide employees an opportunity to respond to the proposed action and offer any reasons why the proposed action may not be justified or may be too severe a penalty.
- c. Employees shall be entitled to union representation or legal counsel at each step of the disciplinary process including any formal investigatory interview of an employee alleged to have engaged in misconduct and the Pre-disciplinary meeting, without unreasonable delay.

Section 4. Use of Prior Disciplinary Action. Written reprimands shall not be cited by the city in any action involving a later offense after two years, unless the employee raises past work record as a defense or mitigating factor.

Section 5. Personnel File. No written disciplinary action will be added to the employee's personnel file without first notifying the employee and providing a copy of the action.

Section 6. Progressive Discipline. City agrees to generally use progressive discipline where appropriate. In instances of serious violations of City rules, however, progressive discipline need not be followed.

**BAKER CITY, OREGON
ORGANIZATION OF BAKER FIREFIGHTERS, LOCAL NO. 922**

This agreement is subject to ratification of the Baker City Professional Firefighters membership and the approval of the City Council of Baker City, Oregon.

IAFF – Local 922

By: *Casey L Johnson*
Casey L Johnson (Jun 3, 2022 16:26 PDT)
 Casey Johnson, President

Date: 06/03/22

By: *Jason Jacobs*
Jason Jacobs (Jun 4, 2022 14:09 PDT)
 Jason Jacobs, Vice President

Date: 06/04/2022

City of Baker City

By: *Kerry McQuisten*
Kerry McQuisten (Jun 3, 2022 19:50 PDT)
 Kerry McQuisten, Mayor

Date: 6-3-22

By: *Jonathan Cannon*
Jonathan Cannon (Jun 3, 2022 11:04 PDT)
 Jonathan Cannon, City Manager

Date: 06/03/2022

MEMORANDUM OF UNDERSTANDING

City of Baker and Baker City Professional Firefighters Association

Change in Work Schedule: Trial Period

Whereas, the City of Baker and Baker City Professional Firefighters Association are parties to a collective bargaining agreement. The parties are in successor bargaining and seek to adopt a change work schedule for a trial period.

The parties agree as follows:

1. The Union is permitted the opportunity to have a six (6) calendar month trial period for a change in work schedule using a 24 hours on duty and 48 hours off duty followed by 48 hours on duty with 96 hours off duty regardless of days of the week or holidays.
2. The trial period will have a start date within six (6) months of the execution of this agreement, and the Union will coordinate with the Fire Chief to determine the start date of the trial period. The start date will be at the start of a whole calendar month.
3. During the fifth month of the trial period and before the trial period ends, the Fire Chief and City Manager will consider whether to continue the schedule and become a part of the Baker City Fire Department operations. In order for the schedule to become a part of the Baker City Fire Department operations, the following conditions shall be met: a majority vote of represented employees shall be in agreement with the continuance of the schedule; the Fire Chief must be in agreement to allow the schedule to continue; the City Manager must be in agreement to allow the schedule to continue. The trial can only be extended by written mutual agreement in a MOU.
4. If the parties do not mutually agree in writing by MOU to continue the trail schedule noted in Section 1, at the end of the six month trial period the work schedule will automatically revert back to the previous schedule of 24 hours on duty and 48 hours off duty regardless of days of the week or holidays without any further bargaining obligation. This trial period does not set precedent or status quo conditions, and reversion to the original schedule prior to the trial period will rely on the CBA and past practices prior to this agreement.
5. Formal disputes arising from this agreements are limited to the grievance process of the collective bargaining agreement.
6. This agreement expires upon either ending the duration of the six month trial period and reversion to the prior work schedule or by other written MOU adopting continuation of the trial schedule.

7. This agreement is subject to ratification by the respective parties inclusive of ratification of the successor bargaining agreement for 2021-2023.

Upon ratification by the City Council and Association and as executed below.

Kerry McQuisten, Mayor
City of Baker City

Date:

Casey Johnson, President
Baker City Professional Firefighters Association

Date:

APPENDIX A – WAGE SCALE

Effective and retroactive to July 1, 2021, job classification and monthly rate shall be as follows:
(5% increase to Base rate)

STEPS

					These steps are effective first payroll period following execution of final CBA		
Position	Base	1	2	3	4 60 mos.	5 120 mos.	6 180 mos.
Lieutenant	\$5144	\$5350	\$5564	\$5787	\$5903	\$6021	\$6141
Firefighter	\$4759	\$4949	\$5147	\$5353	\$5460	\$5569	\$5680
40 Hr Firefighter	\$3398	\$3534	\$3675	\$3822	\$3898	\$3976	\$4056

Effective July 1, 2022, job classification and monthly rate shall be as follows:
(5% increase to Base rate*)

STEPS

					These steps are effective first payroll period following execution of final CBA		
Position	Base	1	2	3	4 60 mos.	5 120 mos.	6 180 mos.
Lieutenant	\$5401	\$5617	\$5842	\$6076	\$6197	\$6321	\$6447
Firefighter	\$4997	\$5196	\$5404	\$5620	\$5733	\$5847	\$5964
40 Hr Firefighter	\$3568	\$3710	\$3859	\$4013	\$4093	\$4175	\$4259

*Pursuant to Section 1 of Article 10, the 2022 rate increase is calculated as the annual CPI-W (US City Average) for 2021 within a minimum of 3% and maximum of 5%. According the US Bureau of Labor Statistics, that percentage was 5.3% so the effective rate increase is 5% for 2022.

NOTE: Pursuant to Section 7 Longevity of Article 10, Steps 4 – 6 are added in the payroll period in the month following execution of this Agreement and are based on continuous employment with Baker City. *See Article 10.7 for explanation of calculations for these additional steps.*