

**Agreement Between**

**City of Cornelius**

**and**

**IAFF Local 1660**

**Expiring June 30, 2025**

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## **PREAMBLE**

This agreement is entered into by the City of Cornelius, hereinafter referred to as the "City," and the Cornelius Paid Firefighter's Union, IAFF Local 1660, hereinafter referred to individually and collectively as the "Union," made and entered into for the purpose of fixing the wages, hours and conditions of employment, and establishing an equitable and peaceful procedure for the resolution of differences between the parties.

### **ARTICLE 1 – RECOGNITION**

- A. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and regular part-time (20 hours or more per week) employees of the City of Cornelius who are firefighters within the meaning of ORS 243.736, except supervisory and/or confidential employees. All other classifications and categories of employees including temporary, part-time, confidential and supervisory, shall be excluded from this agreement.
  
- B. New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City shall forward notice of the new class and wage scale to the Union. The wage scale so assigned may be negotiated upon request by the Union to meet within fourteen (14) days after receipt of the notice from the City. If the Union fails to request bargaining with the City within fourteen (14) days of receipt of notice of the new class, the interim wage scale shall become final.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

- A. It is recognized that an area of responsibility must be reserved to the employer if the City is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City by way of illustration and not of limitation, the following are listed as such management functions:
  - 1. The determination of the services to be rendered to the citizens served by the City.
  - 2. The determination of the employer's financial, budgetary, accounting and organization policies and procedures.
  - 3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City established personnel rules and regulations not inconsistent with any other term of this agreement.
  - 4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the decisions to contract or sub-contract any work.

- B. It is understood that the exercise of the management's rights specified above will not violate any provisions of this agreement, and that the City will fulfill any obligation to bargain concerning mid-term changes which are mandatory subjects of bargaining.
- C. Any claimed violation of the duty to bargain as used in this agreement shall be reviewable by the Oregon Employment Relations Board and shall not be subject to the grievance procedure set forth in this agreement.

### **ARTICLE 3 – UNION SECURITY**

- A. **Check-off.** The Union will be responsible for maintaining records of Union membership and dues authorization for each member of the bargaining unit who joins the Union. The Union will retain a dues authorization card for each Union member. The dues authorization card must be signed by the member and indicate that the member agreed to have the City withhold Union dues, initiation fees, and other amounts as authorized by the Union bylaws from the member's wages. The Union will retain authorization cards for a minimum of six years following a member's separation from employment with the City.
- B. **Hold Harmless.** Provided the City acts in compliance with the provisions of this article, the Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check off errors arising out of acts of the Union.
- C. **New Hires.** The City will notify the Union of all new hires within one (1) week after their having been employed, furnishing the Union with the new employee's name, social security number, mailing address and position for which they were hired.
- D. **Bulletin Boards.** The City will install and maintain bulletin boards on its property for use by the Union at such locations as mutually agreed upon by the parties. Bulletin boards shall be a maximum of four (4) square feet each and suitable for wall mounting. The Union agrees that it will not use City bulletin boards for posting any material or notices that is offensive or derogatory. All items posted will bear the signature of an official of the Union. The City may remove a posting not in compliance with this Article, deliver it to a Union officer, and confer concerning the propriety of the posting. Any dispute will be resolved through the problem resolution process of Article 21.
- E. **Union Solicitation.** Except as otherwise provided in the agreement, during their working hours Union members shall not engage in solicitations or carry on business activities of the Union except as permitted by this agreement or permitted by law; provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any City employee.
- F. The City will allow for all Union activities as required by law for designated Union representatives/shop stewards. However, employees must notify their supervisor or department head in advance of those activities, including anticipated amount of time required. The amount of time must be reasonable. The supervisor/department head will determine whether the time away creates an undue burden that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work. If the request does cause an undue burden, the City and Union shall schedule a mutually

agreeable date and time at which the designated representative can perform the activities during work hours.

The City shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities above. The City may refuse to authorize additional work hours that incur overtime pay as a result of performing the above activities.

- G. The City agrees that accredited representatives of the International Association of Fire Fighters whether local Union representatives, district counsel representatives or International representations, shall have full and free access to the premises of the City at any time during working hours to conduct Union business so long as they do not interrupt the work force.

#### **ARTICLE 4 – NONDISCRIMINATION**

- A. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation matters of employment relations. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by the City because of the exercise of the employee's rights.
- B. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, national origin, age, Union affiliation or political affiliation.
- C. All references to employees in this agreement shall be gender neutral.

#### **ARTICLE 5 – HOURS OF WORK**

- A. **Regular Hours.** The standard work period for twenty-four (24) hour shift employees covered by this Agreement shall be 27 days, consisting of 24 hours on-duty followed by 48 hours off-duty. Forty (40) hour employees shall be assigned a schedule normally consisting of four (4) ten (10) hour days.

All personnel assigned to the current fifty three (53) hour (24 on, 48 off) schedule will be granted Kelly days in order to maintain the fifty three (53) hour work week. Personnel will receive one Kelly day every 16 shifts. Trading of Kelly days is prohibited.

In the event of budgetary or personnel shortages, the Chief or designee may establish one of the following alternate schedules:

1. A 40-hour work week consisting of four (4) 10-hour days with four (4) consecutive days on and three (3) consecutive days off or five (5) 8-hour days with five (5) consecutive days on and two (2) consecutive days off or a twelve (12) hour work day with three (3) consecutive days on and four (4) consecutive days off the first week and four (4) consecutive days on and three (3) consecutive days off the next week.
2. Any other schedule mutually agreed upon by the Chief and the Union.

- B. **Work Shift.** Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and ending times. If before a scheduled work shift and there are multiple tap-outs of a call, the employee at their discretion may respond to the alarm. The employee shall be compensated at the overtime rate up to their regular scheduled work hour. The employee will be given ample time to prepare for their work shift. The employee must keep a clean uniform and personal hygiene supplies in their locker at all times. After hour's voluntary response to alarms shall be compensated at the overtime rate. The time begins at the time of the alarm and ends at the time the firefighter is released from the station. Times shall be documented accurately on employee time records.
- C. **Trade Shifts.** The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within twelve (12) months. The Fire Chief or designee may approve exceptions to trade shifts on a case by case basis if operational requirements warrant. No trade shift shall result in any cost to the City where such cost would be controllable. The City reserves the right to limit trade shifts to no more than two sequential shifts.
- D. **Rest Periods.** Between the hours of 800 and 1200, all employees' work schedules shall provide for a fifteen (15) minutes rest period. Between the hours of 1300 and 1700, all employees' work schedules shall provide for a fifteen (15) minutes rest period. Rest periods shall be scheduled when feasible.
- E. **Meal Periods.** All employees shall be granted a sixty (60) minute paid meal period during each work shift, which shall be scheduled as near the middle of each shift as is feasible. The current length of meal periods may be changed by mutual agreement between the employee and a supervisor.

**ARTICLE 6 – WAGES**

- A. **Rate of Pay.** Each employee shall be paid at one of the steps in the salary range prescribed for the classification as set forth in Schedule A.

Effective on and retroactive to July 1, 2022, the salary range for all classifications shall be increased by six percent (6%). The six percent (6%) is comprised of a four percent (4%) COLA and a two percent (2%) market adjustment.

Effective on July 1, 2023, the salary range for all classifications shall be increased by five percent (5%). The five percent (5%) is comprised of a three percent (3%) COLA and a two percent (2%) market adjustment.

Effective on July 1, 2024, the salary range for all classifications shall be increased by five percent (5%). The five percent (5%) is comprised of a three percent (3%) COLA and a two percent (2%) market adjustment.

- B. **Beginning Salary.** Normally an employee will be appointed or reinstated at the first step of the range established for their classification. The City may make an appointment or reinstatement above the first step.

- C. **First Six Months of Service.** A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for their classification at the beginning of the next pay period following completion of six months of service.
- D. **Additional Increases.** An employee is eligible for consideration for an additional increase at the end of twelve months continuous service following the last in-range increase on the first payroll period following the anniversary date.
- E. **Step Increase Criteria.** Step increases shall be awarded on the first payroll period following the anniversary date if an employee has demonstrated satisfactory work performance. Satisfactory performance will be assumed unless the employee has received formal discipline for just cause during the six months immediately preceding the employee's anniversary date, or counseling or other corrective action and a performance review that rates overall performance as below acceptable. If such an employee's wage increase is withheld or top step wages are reduced one step, the employee will receive quarterly evaluations until satisfactory performance qualifies the employee for the next step increase. [Note: The City may reduce an employee one pay step from top step in the event of unsatisfactory performance under the same circumstances and with same process as applies to withholding steps for poor performance.]
- F. **Pay Day.** Employees shall be paid on the 15th and the last day of each month. If either falls on a Saturday, Sunday or a holiday, employees shall be paid on the last working day preceding the 15th or the last day of the month.
- G. **Acting in Charge Pay.** Employees temporarily assigned the duties and responsibilities of a higher classification excluding Lieutenants, for a minimum of 4 hours on a shift shall receive up to an additional five percent (5%) increase in their base salary for the total time of such assignment.
- H. **Incentive Pay.**

- 1. The City shall establish an incentive award of two percent (2% of base salary) for employees with an acceptable Associate's degree and four percent (4% of base salary) for an acceptable Bachelor's degree. The 2% and 4% awards may not be combined.

The City shall pay incentive awards to employees who have obtained certification as follows:

Paramedic 10.0%

Maximum Paramedic incentive pay is calculated at the top-step firefighter rate. Firefighters who have not achieved top-step firefighter will be compensated for their incentive based on their current firefighter rate of pay. Employees with Paramedic licensure from July 1, 2015 shall maintain, in good standing, their Oregon Paramedic certification as a condition of employment.

- 2. **Bilingual Premium Pay**



The City will pay an additional two hundred dollars (\$200) per month to any employee who passes a written oral exam testing fluency in Spanish. Oral and written testing qualifications will be at the discretion of the City based on the operational needs.

3. Field Officer Training Pay

The City shall pay a three percent (3%) field officer premium to employees for actual hours worked in an assigned position as a paramedic trainer. Field training officers will be assigned in writing by the Fire Chief or designee for a specific length of time. Non-paramedic training assignments are not subject to FTO premium pay.

## ARTICLE 7 – RETIREMENT

- A. **Oregon Public Employee Retirement System (“PERS”) Members.** Employees shall continue to pay six percent (6%) of their salary to the Public Employees Retirement System and/or the Oregon Public Service Retirement Plan (OPSRP). The City shall continue to treat the six percent (6%) employee contribution as picked-up only for the purpose of excluding these contributions from the employee’s taxable income.

## ARTICLE 8 – HEALTH & WELFARE

- A. **Medical/Dental Insurance.** The City shall provide full family medical, dental and vision plans through CIS as provided herein.

Effective January 1, 2019, the City's monthly premium contribution shall be 90% of the Regence Copay Plan A (\$250 Individual Deductible/\$750 Family Deductible) with prescription benefit and vision service plan or a substantially comparable plan, including Delta Dental Plan with orthodontia for the life of the agreement. The alternative plan available to employees is the Kaiser Copay Plan B with prescription and vision coverage, with 90% monthly premium contribution by the City. Payroll deduction for the employee is ten percent (10%) of the monthly premium.

For following plan years the City shall split 50/50 with the employee any cost increase in excess of ten percent (10%) with the first ten (10%) subject to the 90/10% formula.

- B. **Medical/Dental Insurance-Part-time Employees.** Part-time employees who are regularly scheduled to work at least 20 hours per week shall be eligible for City contribution toward insurance coverage for employee only plan, and the employee may elect other dependent coverage entirely at their own expense. The City will contribute pro-rata to the employee only insurance coverage based on hours worked. The City shall provide Long Term Disability, Accidental Death and Dismemberment and Life insurance without cost to the employees.
- C. **Tier Structure.** The parties acknowledge that they do not have control over the tier structure of the plan year configuration of the insurance provider, but do recognize the potential duty to bargain significant impacts caused by such changes.



**ARTICLE 9 – HOLIDAYS**

- A. All fifty-six (56) hours shift personnel, in lieu of the recognized City holidays, shall be granted 144 hours of holiday time per year to be scheduled with approval of the Fire Chief or their designee. July 1<sup>st</sup> of each year, employees will be credited with 144 hours in their Holiday Leave Bank. New employees with less than one year of service shall receive holiday hours on a pro-rated basis. Leave shall be used in the fiscal year in which it was granted as these hours are not cumulative.

The parties recognize that current employees have large holiday accrual balances. Upon ratification of this agreement, the City will freeze the existing holiday bank accruals and begin a process of cashing out holiday accrual balances for those employees that currently exceed 144 hours. This is expected to take more than one fiscal year. However, it is the intent of the City to have bank accruals paid down to 144 hours within the life of the collective bargaining agreement. The City shall determine, from fiscal year to fiscal year, how many hours of holiday leave will be paid out to affected employees. This cash-out of accruals shall sunset after the City has paid down all frozen holiday accruals in excess of 144 hours. Nothing in this cash-out process is intended to prevent an employee from continuing to use their accrued time as time off in lieu of having it paid out to the employee.

- B. Employees assigned to a 40-hour workweek shall receive the same holidays as the general employees plus one additional personal holiday.
- C. Upon termination of an employee for any reason, or in the event of the employee’s death, the employee or their estate shall be paid a lump sum of all earned but unused holiday time.

**ARTICLE 10 – VACATION**

- A. Represented full-time employees shall accumulate vacation in the following manner:

Years of Service	Hours of Vacation Per Pay Period	Hours of Vacation Per Pay Period	Total Days Per Year	Total Shifts Per Year
	40 Hour Work Week	56 Hour Work Week	40 Hour Work Week	56 Hour Work Week
0-3	4	6	10.4	6
4 - 9	5.5	8	14.3	8
10-15	7	10	18.2	10
16-19	7.835	12	20.37	12
20 +	8.335	14	21.67	14

- B. Employees shall not be eligible for vacation leave during their first twelve (12) months of employment, although vacation leave shall accrue from the beginning of employment.
- C. Annual vacation shall accrue from the date of employment on a twelve (12) month basis.

- D. Vacation leave can accrue from year to year with a maximum accrual limit of two hundred eighty (280) hours for 40-hour employees, and 392 hours for 24-hour shift employees. Vacation periods shall be taken each year. Employees will ordinarily be required to take a minimum of 80 hours of vacation per year.
- E. Vacations shall be granted at the time requested by the employee provided this does not conflict with the needs of the City.
- F. The nature of the work makes it necessary to limit the number of employees on vacation at the same time to one employee. The employee with the greater seniority who has chosen by April 1 shall be given preferences of vacation period in the event of any conflict over vacation periods. Any employee will only be entitled to exercise seniority over other employees for one vacation period per calendar year which has been selected by April 1.
- G. Selections made after April 1 shall be approved and denied on a first come first served basis.
- H. Employees who do not request a vacation period prior to the end of the ninth month following the year in which the vacation was earned may be scheduled for a vacation by the City. However, the City shall not be held responsible for any forfeiture that results from an employee's failure to schedule vacation. The vacation shall be scheduled within the three months remaining in the year. In the event vacation in excess of two hundred eighty (280) hours cannot be scheduled as provided in this section, the City may pay for such excess vacation, or require that it be used within the year of accrual.
- I. Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation.
- J. Statements of vacation accruals shall be supplied on payroll deduction stubs to each employee.
- K. An employee that is about to lose vacation credit due to maximum accrual, may petition to the City Manager or a designee to carry over additional hours. The decision of the City Manager or a designee shall not be subject to the grievance procedure.

## **ARTICLE 11 – SICK LEAVE**

- A. All full-time City employees shall earn sick leave with full pay at the rate of nine (9) hours for 40-hour employees, and 12.6 hours for 56-hour employees. Such leave shall accrue from the date of employment. Such leave shall not be accumulated in excess of 1120 hours for 40-hour employees and 1680 for 56-hour employees.
- B. Employees are eligible for sick leave for the following reasons:
  - 1. Non-occupational personal illness of physical disability which prevents the employee from performing their normal duties, including medical and dental appointments.

2. Quarantine of an employee by a physician for non-occupational related disability.
  3. Immediate family as used in this agreement shall be defined as spouse, parents, children, step-children, brother, sister, nieces and nephews, step-parents, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis.
  4. Any other reason required by law.
- C. An employee who is unable to report to work because of any of the reasons set forth in paragraph B above shall report the need to use sick leave to the employee's supervisor if available as soon as practicable prior to the normal starting time. If the supervisor is not available, the employee shall call and notify their office. In case of extended illness or injury, the employee shall call in at least once per week.
  - D. Abuse of sick leave privilege may be cause for discipline or discharge.
  - E. Unused sick leave shall not be paid to any employee upon termination, whether voluntarily or involuntarily, except in the manner prescribed in ORS 238.350.
  - F. Sick leave shall be charged on an hour per hour basis for each hour absent. Each employee shall be provided with a monthly report of their accumulated sick leave.
  - G. **Sick Leave Transfer.** An employee may transfer up to eighty (80) hours of sick in a year to the account of any other City employee who has exhausted all of their own sick leave as a result of a prolonged absence from work due to their own illness, injury, or communicable disease or that of a member of their immediate family or immediate household. No such transfer shall result in payment of cash in lump sum upon termination of employment, and instead shall be restored to the donor.

## ARTICLE 12 – LEAVES OF ABSENCE

- A. **Leave Request.** Employees may request a leave of absence with or without pay in addition to entitlements for the purposes specified in this article. Each request shall be judged by the City Manager or designee on its merits and on the basis of the guidelines provided in this section.
- B. **Bereavement Leave.** An employee shall be granted not more than three (3) shifts leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 250 miles, the employee may be granted up to two (2) additional shifts with pay at the discretion of their department head for travel and personal considerations. Forty-hour employees shall be granted not more than forty-four (44) hours of bereavement leave, if the funeral is beyond 250 miles the employee shall be granted up to twenty (20) additional hours. Thereafter, additional bereavement leave may be granted by the department head. For purposes of this agreement, an employee's immediate family is defined as spouse, parents, children, step-children, brother, sister, nieces and nephews, grandchildren, grandparents, step-parents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence

on a regular basis. This leave is noncumulative. In the event of an employee's funeral, fellow employees will be granted up to four (4) hours of time off work as necessary in order to attend the funeral services, subject to operational needs of the City.

- C. **Witness/Jury Duty Leave.** When a City employee is called for jury duty or is subpoenaed as a witness in connection with performance of duty, there shall be no loss of regular City compensation during such absence. Time not worked because of such duty shall not affect vacation or sick leave accruals. Each employee shall deliver to the City all witness fees paid to them. Witness/jury duty leave shall not exceed 15 days or time necessary while serving as a witness or juror.
- D. **Military Leave.** A member of any US military service, the National Guard or a reserve component of the Armed Forces of the United States or of the United States Public Health Service shall be entitled to a leave of absence from City service for a period not exceeding fifteen (15) calendar days in any one (1) calendar year for training and reserve duty. Such leave shall be granted without loss of time, pay or other leave. The City will pay the difference between military pay and City pay. Employees shall have all rights of military service members granted by Oregon and federal law.
- E. **Temporary Leave.** Leaves of absence for a limited period, not to exceed thirty (30) days, may be granted for any reasonable purpose. Such leaves will be unpaid or paid by the use of existing leave accumulations at the choice of the employee; and, may be extended or renewed upon approval of the City Manager.
- F. **Union Leave.** Employees elected or selected by the Union to an office or position which takes them from their employment with the City, shall, at the written request of the Union, be granted unpaid leave of absence not to exceed ten (10) consecutive days.
- G. **Parental/Family Leave.** Leave may be taken pursuant to State and Federal Law and shall run concurrently.

## **ARTICLE 13 – TRAINING AND EDUCATION**

- A. **Training.** Training will be defined as training that is required by state law or specialized training for job assignments as required by the department head or their designee.
  - 1. All reasonable related expenses mutually agreed upon before the employee leaves for any mandatory training shall be paid by the City. Such reasonable expenses shall include but not be limited to:
    - a. Course or seminar fees and/or tuition,
    - b. Required books, course materials, etc., and
    - c. Meals, lodging, and travel (if travel is by automobile, use of city vehicle or mileage for personal vehicle.)
  - 2. The department head shall endeavor, subject to reasonable operating needs, to distribute mandatory training funds equitably among all department employees.

3. The City may approve voluntary training to be attended by employees on whatever basis the City and the employee agree upon.

B. **Education Assistance.** The City of Cornelius provides training and education opportunities for its employees, recognizing the benefits of a well-trained and properly educated work force.

Educational assistance will be available to employees if the education is directly related to the employee's position and if it is expected to (a) increase the employee's knowledge within the duties expected of the position, or (b) qualify the employee for advancement.

1. Employees must obtain prior approval from the Fire Chief and will be reimbursed at 100% for tuition at a grade "C" or above for community college classes, bachelor and advance degree programs from a not for profit accredited University and College to a maximum of \$1,500 per employee per fiscal year if funds are available.

2. Classes must be taken outside the employee's normal working hours. If the class is only available during normal working hours, arrangements must be made with the Fire Chief prior to enrollment.

3. When training which is directly related to the job which is voluntary is taken at an educational institution (i.e. PCC), the City may consider requests to pay tuition, fees and books in advance based on conditions the City may establish case-by-case. If the course is not completed with a "C" or better, or if other conditions are not met, the City may recoup the money advanced by payroll deduction.

C. Employees are expected to demonstrate a commitment to the city by continuing employment for at least twelve months after tuition reimbursement. If employment is terminated, for any reason, within twelve months of tuition reimbursement, employees will reimburse the City and authorize payroll deduction for the amount of reimbursement to a maximum of \$1,500.

#### **ARTICLE 14 – UNIFORMS**

A. **Clothing List.** The City shall initially provide three (3) pairs of pants, three (3) dress shirts, three (3) t-shirts, two (2) sweatshirts, one (1) uniform coat, one (1) department hat, one (1) belt and boots. The City will also provide necessary personal protective equipment (PPE).

B. **Laundering.** The City shall launder the class A uniforms, shirts, pants and jackets for each employee, as needed.

C. **Replacement.** Boots and any clothing will be maintained in serviceable condition and replaced by the Fire Department as necessary with Fire Chief or designee approval.

D. **Full Class A Uniform.** A full class A uniform will be provided to each member once they have successfully passed their probation period with the City. These items shall include: hat, jacket, pants, shirt, badge, tie, belt, and shoes. The repair, replacement or alteration of these items will be at the Union members' expense, once the uniform has been fitted, for the length of their employment with the City of Cornelius.

## **ARTICLE 15 – PROBATION**

- A. **Probationary Period.** All original appointments shall be tentative and subject to a probationary period of twelve (12) months of service. Probationary promotional appointments are addressed in Article 17 – Promotion and Transfer.
- B. At the six (6) month anniversary of date of hire, the employee shall receive an initial performance evaluation, and shall be eligible for consideration for a first merit increase. Upon satisfactory completion of the probationary period as judged by the City in a written performance evaluation, the employee shall be considered as having demonstrated qualifications for the position, shall gain regular status, shall be informed concerning eligibility for a merit increase, and shall be so informed through the supervisor.
- C. During the probationary period, an entry probationary employee may be terminated at any time without appeal and without recourse to the grievance and problem solving process of this agreement.
- D. Probation may be extended for up to six (6) months with agreement of the Union. Probation periods end upon receipt of a satisfactory performance evaluation, which should not be delayed unreasonably.
- E. Probation shall be automatically extended if an employee takes more than five (5) shifts of consecutive leave. The extension will be equal to length of the consecutive leave.

## **ARTICLE 16 – SENIORITY AND HIRE DATE**

- A. Seniority shall be determined by the employee's length of continuous service within the bargaining unit since the last actual date of hire by the City. Part-time employees will accrue seniority on a pro rata basis up to forty (40) hours per week. After joining the City, any time spent on military leaves of absence, other authorized leaves (including unpaid sick leave) up to a maximum of one (1) year, and duty connected disability leave shall be included in determining length of service.
- B. Ties in seniority shall be broken by lot.
- C. The anniversary date for an employee hired between the first and fifteenth day of the month will become the first day of that month. The anniversary date for an employee hired between the sixteenth and last day of the month will become the first day of the following month.
- D. Should a bargaining unit member be placed in an interim management position, seniority would continue to accrue. A bargaining unit member promoted into management may bump back into the bargaining unit with the seniority held when promoted from the bargaining unit.

## **ARTICLE 17 – PROMOTION AND TRANSFER**

- A. Promotion is the change of position for an employee from a position in one class designation to a position in a class assigned to a higher salary range.



1. Any job vacancy may be filled by promoting qualified employees within the City service.
2. The City may recruit and appoint applicants from outside the City service when there may be better qualified applicants available outside the City service.
3. The appointment to fill a vacancy shall be made on a competitive basis utilizing criteria established by the City. Where qualifications and ability are relatively equal, seniority within the City service shall be the determining factor.
4. Promotional probation appointments shall be twelve (12) months, during which, the City may return the promoted employee to their former position or be demoted to it for reasons that are not arbitrary or capricious. If the employer or employee exercises the options above and further staff movements are necessary, there shall be sequential downward bumping in reverse order of that which filled the open position created by the promotion addressed in this paragraph. These demotions shall occur without recourse to the grievance and problem solving process of this agreement.
5. By mutual agreement between the City, the employee and the Union, on a non-precedent setting case by case basis, the promotional probationary period may be extended for a time period up to an additional six (6) months.

#### **ARTICLE 18 – LAYOFF AND RECALL**

- A. Employees shall be laid off in reverse order of their seniority within the department and by classification.
- B. Temporary employees will not be used to fill laid off bargaining unit positions. All temporary and probationary employees shall be laid off before any regular bargaining unit employees are laid off. This does not apply to seasonal employees. A seasonal employee is an employee who is employed to fill authorized positions for a limited duration to perform seasonal work during the seasonal periods, March 1 to September 30, by mutual agreement.
- C. A layoff is defined as a separation from the City due to the reduction or elimination of a position. All affected employees and the Union shall be given written notice of layoff at least thirty (30) calendar days before the effective day, stating the positions to be laid off. The parties will then meet again within ten (10) working days of receipt of layoff notice to identify the options. The parties will then meet again within ten working days of the previous meeting to complete the process, or within such other times as the parties' mutual agree.

Employees shall have the following options:

1. Accept the layoff.
2. Request assignment to a vacant position within the department for which they possess the necessary qualifications.

3. Displace the employee with the lowest seniority in another classification in the department if the employee is qualified for the position.
- D. **Qualification.** The qualification of an employee to bump shall depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job initially upon assignment at a satisfactory level of performance with minor on-the-job orientation. If the City finds the employee is not satisfactorily performing the job duties, the employee may be laid off and replaced with the employee displaced from that position. The employee will be placed on the layoff list.
- E. **Placement.** Employees who displace an employee in a lower pay range shall be paid the salary closest to their current salary on the pay range of the displaced employee.
- F. **Recall.** Employees who are laid off shall be placed on a layoff list by classification from which the employee is laid off. Employee shall be recalled to available vacancies in positions from which they were laid off in seniority order beginning with the employee with the highest seniority. An employee shall remain on the recall list for twenty-four (24) months.
1. Reappointment or refusal of reappointment to the former position from which the employee was laid off shall result in the employee's removal from the layoff list and right to recall. An employee recalled to a position other than that of layoff may opt to remain on the layoff list for the position from which they were laid off.
  2. All employees on the layoff list have priority over outside hiring provided the employee is fully qualified and can perform the duties of the job.
  3. Upon recall to any position in the City a recalled employee shall have restored all accruals of sick leave, seniority in effect on the date of layoff.
  4. If recalled to a different position in the same classification or in a different classification, then the employee shall be placed on probation for six (6) months. The employee will be placed at the step and range closest to that held when laid off. A new anniversary date will be established as the date of return to work.
  5. If recalled to the former position, the employee will serve no probation period. The employee will return to the same range and step as when laid off, will have a new anniversary date for purposes of step increases.
  6. Employees on layoff must keep the City informed of their most current address and telephone number during the period of layoff. Failure to do so results in forfeiture of any entitlement under this agreement to recall or return to work.
- G. Safer funded positions shall be handled in accordance with any stipulations of the grant.

## **ARTICLE 19 – PERSONNEL FILES**

- A. Each employee shall have the right, upon request, to review and obtain, at their own expense, copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City, at the cost established by the City for

photocopy charges. The official personnel file shall be maintained by the City Manager or designee. No other file can be used against any employee in any procedure under this contract.

- B. Employee personnel records shall be considered confidential and shall be accessible only to the employee involved, or their designee, and/or selected City officials authorized by the City Manager. This restriction shall not limit City use of the record as necessary or disclosure as required by law.
- C. No portion of the employee's file shall be reproduced without the written consent of the employee, or otherwise in any manner required by the City's needs or by Oregon law.
- D. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including employee evaluations, written reprimands, suspensions or discharge, and shall be given a copy. Signing does not necessarily indicate agreement. If an employee refuses to sign or is absent from work that fact shall be attested to in writing or the document when it is placed in the file. An employee may respond, in writing, to any item placed in such personnel file, and response shall be factual and shall be attached to the item responded to.
- E. Written reprimands or other derogatory materials shall be purged from the file after satisfactory performance for an adequate period as determined by the City. This does not apply to disciplinary suspensions and more severe discipline. Purged materials shall be retained in a separate system of records for purposes of the City unrelated to enhancing discipline or employee performance or qualification assessments.

## **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

- A. **Discipline.** Discipline may include but not be limited to oral or written reprimands, suspension, demotion and termination, except those oral reprimands shall not be subject to grievance. Discipline may be imposed in the form of loss of vacation accruals or temporary reduction in pay steps. No regular status employee shall be reprimanded, suspended, demoted or discharged except in good faith for just cause, nor shall any such employee be reprimanded, suspended, demoted or discharged arbitrarily or for political, religious, racial or other discriminatory reasons. All disciplinary action imposed upon an employee, except oral reprimands, may be protested through the entire problem resolution process including grievance and arbitration. All disciplinary action which results in a loss in employee compensation may be protested directly to the City Manager as specified in Article 21, Section B.1 of this agreement. An oral reprimand shall be done in a manner, which will not embarrass the employee before other employees or public.
- B. **Procedure.** If the City determines there is just cause for economic discipline, the City shall deliver to the employee and the Union a written notice of the discipline and specify the principal grounds for such action, the general facts upon which discipline is to be based, and the range of discipline under consideration. The employee shall be permitted an opportunity to offer explanation, defense and mitigation to the decision maker before the discipline is imposed. Protests of the discharge of an employee shall be directed to the City Manager as specified in Article 21 of this agreement.

- C. **Probationary Employees.** This article shall not apply to any employees on initial probation under the terms of this agreement.

## **ARTICLE 21 – GRIEVANCE AND ARBITRATION**

- A. For the purpose of this agreement, a grievance is defined as any one of the following:
1. A claim by an affected employee covered by this agreement and that a specific provision or clause of this agreement has been violated.
  2. A claim by the Union’s Executive Committee that a specific provision of clause of this agreement has been violated.
- B. Filing a grievance. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and the Union will attempt to resolve the issue informally.
- C. A grievance is filed when the grievant and the employee’s Union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievance must include the following information:
- a. Name of the grievant(s)
  - b. Date of filing
  - c. Relevant facts and explanation of the grievance
  - d. A list of the articles of the agreement allegedly violated
  - e. A description of the remedy sought
- D. Grievances will be filed at Step 1 of the grievance procedure unless the City and the Union mutually agree to filing at a higher step.
- E. Oral reprimands are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 only.
- F. An individual employee who does not wish the Union’s Executive Committee to pursue a grievance may notify the Union in writing at any time, and the Union must withdraw the grievance. A grievance which is resolved by an individual’s exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.
- G. A grievance shall be processed as follows:
- Step 1: Within fifteen (15) calendar days after the alleged violation, or the date the employee or Union knew or reasonably should have known of the violation, the employee will meet with the supervisor in charge and present the facts and the alleged contract articles(s) violated pursuant to 21.2. The employee may at their option be accompanied by a Union representative.
- Notwithstanding the above, both Union and City shall not be liable for any contract violation remedy beyond ninety (90) days from the date of alleged violation.

Step 2: If unresolved by the parties within ten (10) calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Chief, a written statement per 21.2 of the alleged violation and remedies sought dated and signed by employee and/or the Union's Executive Committee with a copy to the City's Human Resource Manager. Such submission must be made within ten (10) calendar days following inaction or rejection by the Step 1 supervisor.

Step 3: If a satisfactory settlement is not made at Step 2 the grievance may be referred to the City Manager within ten (10) calendar days following the date or rejection or expiration of the actions concluding Step 2, whichever occurs first.

Step 4: If the grievance is unresolved at Step 3, the grievance may be submitted to arbitration at the mutual consent of the parties within ten (10) calendar days of the rejection or inaction at Step 3. If no mutual consent is achieved, the grievance is considered resolved at Step 3. If the grievance is submitted to arbitration by mutual consent of the parties, within 10 days of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators residing in Oregon. The City and the Union will alternately strike six names from the list. The party to strike first will be determined by coin flip. The last name remaining will be the arbitrator. The parties agree that, if possible, no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved. Expenses of the arbitrator and costs incident to the conduct of the hearing will be paid split equally between the parties. The jurisdiction of the arbitrator shall be limited to interpretation of the specific provision or provisions of this agreement which have been placed in issue by the parties and the arbitrator shall have no authority to add to or detract from this agreement or any portion thereof. Any or all time limits specific in the grievance procedure may be waived by mutual consent. Failure to submit the grievance in accordance with the time limits without such waiver shall constitute abandonment of the grievance. City failure to comply with the time limits specified above will automatically move the grievance to the next step herein.

## **ARTICLE 22 – NO STRIKE**

- A. During the life of this agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article. No employee shall be required to perform work that is not their normal work assignment.
- B. In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective

employee conduct, the Union will immediately upon notification make a reasonable attempt to secure an immediate and orderly return to work.

### **ARTICLE 23 – RESIDENCE REQUIREMENT**

- A. Employees of the bargaining unit shall not be subject to any residence requirement maintained by the City.

### **ARTICLE 24 – SMOKE FREE WORKPLACE**

- A. The City and Union agree during the term of the Collective Bargaining agreement that all City buildings and vehicles shall remain smoke free as defined by Oregon Law.

### **ARTICLE 25 – WELLNESS**

- A. Employees are permitted up to one (1) hour per shift on the current shift schedule for fitness activities at the station. Fitness activities will be interrupted for emergencies or customer service demands. Employees retain the ability to schedule their workout time throughout the work day, subject to the needs of the Department.
- B. City agrees to find suitable space in the fire station for a reasonable amount of free weights, other fitness machines and accessories. City is not obligated to provide any physical fitness equipment or training.
- C. City agrees to provide the employee \$450 annually, as a substitute to gym membership. This may be a taxable benefit per applicable IRS regulations.
- D. City will provide annual physicals for all full time employees as defined in NFPA 1582.

### **NFPA 1582 Medical Evaluations**

Fire personnel assigned to fire suppression functions will receive a physical examination in accordance with NFPA 1582, current edition. All Category A medical conditions have been reclassified by the Fire Department as Category B, to allow for advances in medical technology and reasonable accommodation of medical conditions where possible. All of these conditions shall be linked to the ability to function as a Firefighter EMT.

The medical evaluations shall be conducted in accordance with the following schedule:

- a) Ages 29 and under - every 3 years
- b) Ages 30 to 39 - every 2 years
- c) Age 40 and above - every year

Medical evaluations shall be performed by the Department Physician at no cost to the employee. For purposes of the physical each employee who completes the physician visit while off duty will be paid for two hours of overtime at the time and one-half rate. This payment will cover both the office visit and travel time.

No employee medical information, except for vaccination and immunization status, will be released to the City or its representatives. The City will only be informed of the employee's ability or inability to perform the requirements of their job description.

Employees found with medical conditions that prevent them from performing duties are eligible to use sick leave, vacation leave, and leave without pay (at the discretion of the Department) until they can be cleared by the Department Physician or their attending physician to return to duty. If needed in addition to the job analysis worksheet, and recommended by the Department physician or attending physician for their determination, the employee may be required to successfully complete the physical fitness testing referenced below. If such testing is recommended by the Department physician or the attending physician, the employee shall not return to their regular assignment until they have successfully completed physical fitness testing.

Disagreements with the Department Physician will be handled in accordance with the guidelines of NFPA 1582, current edition.

The Fire Department Physician shall report the results of the medical evaluation to the candidate or current firefighter, including any medical condition/s disclosed during the medical evaluation, and the recommendation as to whether the candidate or current firefighter is medically certified to perform as a firefighter. The physician's criteria for determining whether a candidate or current firefighter is medically certified or not shall be NFPA 1582, Chapter 2-3.

The Fire Department Physician shall inform the Fire Department only as to whether or not the candidate or current firefighter is medically certified to perform as a firefighter. The specific written consent of the candidate or current firefighter shall be required prior to release of confidential medical information to the Fire Department. Candidates who do not successfully complete the medical examination will be ineligible for employment.

In the event that a firefighter is determined to be not medically certified to perform the duties of a firefighter, the firefighter has the option to seek another opinion from the physician of their choice at the Department's expense. If there is still disagreement about the condition or placement recommendation, a third physician (acceptable to both the Fire Department and the employee) will be consulted. The City's final decision will be determined by Human Resources. If the medical condition is deemed permanent and the firefighter cannot be rehabilitated to return to suppression duties, then the City Human Resources (in coordination with other pertinent agencies) will determine the next step, including but not limited to, termination, reassignment, or retirement.

If a firefighter is deemed not medically certified to perform these duties but the Department Physician determines that rehabilitation is possible, the Department will assist the individual in their rehabilitation efforts by allowing the use of sick/vacation leave and may allow options such as modified duty or reassignment, leave without pay, and shift trades (this does not represent an exclusive list of options).

**Mandatory Physical Fitness Training.** Bargaining Unit members assigned to fire suppression duties shall participate in daily physical fitness training as developed in collaboration with the Union and the Fire Chief.

Physical Fitness Testing. Union members assigned to fire suppression duties will participate annually in physical fitness testing. Testing shall consist of successful completion of the Department's Physical Ability Test within the required time constraints. The test may be repeated once within 14 days.

If the employee fails to complete the test, they will be sent to the Department Physician for a medical evaluation. If medically cleared, they will be reassigned to a 40-hour week on a modified duty assignment for a period not to exceed three months. During this time, the employee will be allowed up to two hours per day of physical conditioning, in addition to other non-suppression duties. At any point during this three months, the employee may request to take the Physical Ability Test again. The test may be repeated once within 14 days. This process may be repeated twice (not to exceed 9 months from the date they are medically cleared to participate in the process) prior to reassignment or termination.

#### **ARTICLE 26 – OUTSIDE EMPLOYMENT**

- A. The employee shall be able to work in other jobs outside City employment so long as such jobs do not present a conflict of interest, affect the performance of their work duties for the City, or subject the City or City employees to public criticism. The employee shall notify the department head and receive prior approval before entering into outside employment. Such approval shall be granted or denied solely on the limitations of this article and shall not be unreasonably denied.

#### **ARTICLE 27 – LABOR MANAGEMENT COMMITTEE**

- A. The City and the Union shall each appoint not less than one (1) and no more than two (2) members to a labor management committee for the bargaining unit.
- B. The bargaining unit committee shall have an initial organizational meeting within 60 days of the signing of this agreement.
- C. This committee shall meet when requested by either party at mutually convenient times and places to discuss any matters pertinent to maintenance of good city-employee relationships. Each party shall advise the other at least seven (7) calendar days prior to such a meeting of the meeting and the subjects to be discussed. The committee may issue such recommendations to the Union and to the City as are appropriate.
- D. The parties agree to establish a joint Labor Management Committee with representatives from both bargaining units and the City. The purpose of the joint committee will be to discuss those issues which impact both bargaining units and are mutually agreeable to the parties. The parties may create such subcommittees as are deemed appropriate. The composition of the joint committee and any sub-committee will be determined by mutual agreement of the parties. The joint committee and the sub-committees, if any, may issue such recommendations of the Union and to the City as are appropriate.

#### **ARTICLE 28 – MID-TERM CHANGE**

- A. In the event the City elects to change an established past practice related to a subject not addressed in this contract, if the change is a mandatory subject of bargaining, then the parties agree that the bargaining requirements of Oregon law shall be complied with. The



City shall provide written notice of the change to the Union; the Union may demand to bargain concerning the impacts of the change, and if it does so, the City shall bargain in accordance with ORS 243.698. If ORS 243.698 is amended, either party may re-open this Article to bargain into conformity with Oregon law as amended.

**ARTICLE 29 – SAVINGS CLAUSE**

- A. Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal statute, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

**ARTICLE 30 – TERM OF AGREEMENT**

This agreement shall be effective upon ratification through June 30, 2025.

**IN WITNESS WHEREOF** the parties hereto have set their hand this \_\_ day of November 2022.

**IAFF Local 1660**

**City of Cornelius**

\_\_\_\_\_  
Trevor Storms, Shop Steward

\_\_\_\_\_  
Peter Bandom, City Manager

\_\_\_\_\_  
Lee Trotter, 2<sup>nd</sup> Vice President, IAFF 1660

\_\_\_\_\_  
Jim Geering, Fire Chief

\_\_\_\_\_  
Debby Roth, City Recorder

## SCHEDULE A

### Union Salary Schedule

Includes 4% COLA and 2% Market Adjustment effective July 1, 2022.

#### Monthly Salary

	1	2	3	4	5	6	7	8
SF9	<b>5,865</b>	<b>6,042</b>	<b>6,224</b>	<b>6,410</b>	<b>6,601</b>	<b>6,800</b>	<b>7,002</b>	<b>7,213</b>
SF10	<b>6,277</b>	<b>6,465</b>	<b>6,660</b>	<b>6,858</b>	<b>7,063</b>	<b>7,275</b>	<b>7,491</b>	<b>7,718</b>
SF11	<b>7,342</b>	<b>7,487</b>	<b>7,638</b>	<b>7,790</b>	<b>7,946</b>	<b>8,104</b>	<b>8,269</b>	<b>8,432</b>

#### Annual Salary

	1	2	3	4	5	6	7	8
SF9	<b>70,380</b>	<b>72,504</b>	<b>74,688</b>	<b>76,920</b>	<b>79,212</b>	<b>81,600</b>	<b>84,024</b>	<b>86,556</b>
SF10	<b>75,324</b>	<b>77,580</b>	<b>79,920</b>	<b>82,296</b>	<b>84,756</b>	<b>87,300</b>	<b>89,892</b>	<b>92,616</b>
SF11	<b>88,104</b>	<b>89,844</b>	<b>91,656</b>	<b>93,480</b>	<b>95,352</b>	<b>97,248</b>	<b>99,228</b>	<b>101,184</b>

SF9 - Firefighter

SF10 - Lieutenant

SF11 - Captain

**SCHEDULE B**

**IAFF Local 1660  
2022 Seniority List**

Robards	George	Captain	10/17/2005
Borders	Ila	Captain	07/01/2015
Ritcheson	Kevin	Captain	07/01/2016
Storms	Trevor	Lieutenant	05/10/2018
Betancourt	Daren	Firefighter-Paramedic	03/24/2021
Hambley	Kirk	Firefighter-Paramedic	01/24/2022