

CITY OF LA GRANDE  
AND  
IAFF LOCAL 924  
  
COLLECTIVE BARGAINING  
AGREEMENT  
  
FOR

June 21, 2023 through June 20, 2026

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## **ARTICLE 1 – PREAMBLE**

This Agreement entered into by the City of La Grande, Oregon, hereinafter referred to as the “City” and the La Grande Firefighters’ Union, Local No. 924, International Association of Firefighters, American Federation of Labor, Congress of Industrial Organization, Canadian Labour Congress, hereinafter referred to as the “Union.”

## **ARTICLE 2 – HEIRS AND ASSIGNS**

This contract shall be binding upon the successors and assigns of the parties hereto, as provided by State statute, 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 of governmental entity of either party hereto, or by any change, geographical or otherwise in the location of business of either party hereto.

## **ARTICLE 3 – RECOGNITION**

*3.1 Bargaining Agent.* The City recognizes the Union as the sole and exclusive bargaining agent for all positions of the La Grande Fire Department listed in Article 13 of this Agreement, excluding supervisory, confidential and other positions exempt from collective bargaining under State statute.

*3.2 Unit Determination Hearing.* Notwithstanding the provisions of Article 13, the City reserves the right to request a Unit Determination Hearing by the Employment Relations Board to determine if Captains or other positions are exempt from collective bargaining and should be excluded from the bargaining unit. If any positions are excluded from the bargaining unit, the parties agree that the decision will become binding on both parties at that time.

## **ARTICLE 4 - UNION SECURITY**

*4.1 Membership.* New firefighting employees will be required to serve a probationary period of twelve (12) months, and will have no access to the Union’s grievance procedures with regard to discipline and discharge matters. The City may discipline or discharge probationary employees with or without cause. This will not preclude the probationary employee from becoming a member of the bargaining unit and paying to the Union those usual dues of all other members.

*4.4 Check Off.* The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee’s consent and authorization for such wage deductions. 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.

*4.5 Maintenance of Efforts.* If the City receives a request from an employee to revoke the employee’s payroll authorization, it will notify the Union and direct the employee to contact the Union to ensure that any revocation is consistent with the limitations included in the payroll authorization signed by the employee, including compliance with the window period stated in the Union bylaws. The City will continue to deduct amounts equal to the dues and assessments certified by the Union from the employee’s paycheck until the next window period or the Association confirms in writing that it is appropriate to cease payroll deductions. The 18<sup>th</sup> of each month is the cutoff for processing authorizations or

revocations. Authorizations or revocations received after that date will not be processed until the following pay period.

*4.6 Voluntary Payment of Fees for Nonmembers.* An employee who chooses not to become a member of the Union may still voluntarily agree to pay fees to Union dues to offset the cost to the Union for serving as the employee's exclusive representative. Any such fees are completely voluntary and is in no way a condition of employment with the City. Any employee who wishes to voluntarily agree to pay such fees will submit a written request to withhold such fees to the City and the Union. The written request shall include the amount to be withheld and the beginning and ending date for the withholdings. The 18<sup>th</sup> of each month is the cutoff for processing authorizations or revocations. Authorizations or revocations received after that date will not be processed until the following pay period.

*4.7 Hold Harmless.* The City shall acquire no liability for any error made in the process of dues deduction. Satisfaction and resolution of any and all discrepancies relating to Union dues deductions will rest solely with the Union.

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 any action taken pursuant to the provisions of this article. The Union and the City agree to reimburse any money paid or not paid in error within 30 days notification of such error.

## **ARTICLE 5 – UNION BUSINESS**

*5.1 Time off for Union Officials.* The president, vice president, secretary, treasurer and steward of the Union shall be allowed reasonable time off for official Union business, as allowed by State statute, with pay and without the requirement to make up said time, provided a written request is submitted to the Fire Chief at least 96 hours prior to the time off period, and staffing is available to properly staff the department during the absence of the Union officials. In emergencies, the requests may be submitted orally and later confirmed in writing. Total cumulative time off for official Union business shall not exceed 96 hours per contract year. To the extent the Union official granted time off for official Union business shall be able to arrange a replacement with the approval of the Fire Chief during the period of absence without cost to the City, such period of absence shall not be included within the 96 hours.

The Union Grievance Representative and members of the Union Grievance Committee, who will be identified by an updated list provided to the Fire Chief and City Manager, shall be allowed time off without loss of pay and without the requirement to make up such time for processing of grievances as provided in Article 11 of this Agreement. Prior to utilizing this time, the employee must obtain supervisor approval.

*5.2 Union Meeting.* The Union may schedule meetings on 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 a written notice is provided to the Fire Chief or their designee, forty-eight (48) hours before any special meeting takes place. Monthly Regular meetings will be held at 7 a.m. on a date selected by the Union in accordance with their By-Laws and the Union shall provide the dates of said meetings not later than 30 days prior to the meeting. All other meetings will be deemed special.

*5.3 Union Representatives.* With the approval of the Fire Chief or their designee, the City agrees that accredited representatives of the International Association of Firefighters shall have access to the premises of the Fire Department to conduct Union business.



## **ARTICLE 6 – RIGHTS OF MANAGEMENT**

*6.1 Description.* Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- a. To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed;
- b. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and the right to purchase, dispose of and assign equipment and supplies;
- c. To determine the need for a reduction or an increase in the work force;
- d. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- e. To implement new and to revise or discard, wholly or in part, work rules, old methods, procedures, materials, equipment, facilities and standards.

Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure, except as otherwise guaranteed by State statute.

*6.2 Contracting Work.* 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. In the event the City determines it will contract or subcontract services, it will notify the Union of such decision and upon request from the Union, bargain over the impact as provided by State statute.

## **ARTICLE 7 – HOURS**

*7.1 Fifty-six Hour Schedule.* Employees assigned to a 56-hour work schedule will be on duty for 48 hours followed by 96 hours off duty.

*7.2 Forty Hour Schedule.* Employees assigned to a 40-hour work schedule normally will work five (5) eight (8) or four (4) ten (10) hour days with two consecutive days off on a 5/8 schedule or three consecutive days off on a 4/10 schedule.

The City reserves the right to change the workweek. If the workweek is changed, the Salary Schedule(s) in Article 13 of this Contract shall be subject to renegotiation.

## **ARTICLE 8 – OVERTIME**

*8.1 Definition.* Overtime is any time worked in excess of the employee's normal work shift and shall be paid at one and one-half (1 ½) times the employee's present hourly salary, except as noted below. All overtime shall be calculated to the nearest one quarter (1/4) hour.

The City shall attempt to distribute overtime as equally as possible among employees.

*8.2 Callback.* Employees called back to work shall be paid a minimum of two (2) hours for work not a part of the regular shift or annexed consecutively to one end or the other of the regular shift. Any time worked beyond the minimum two hours shall be calculated to nearest 1/4 hour. For the purpose of this section, callback includes any purpose including but not limited to court appearances, shift coverage, emergencies, or administrative requirements.

Overtime shall be compensated at the rate of double time for any callback performed on contract holidays.

*8.3 Compensatory Time.* This agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.23, *et seq.* Compensatory time will be accrued at the employee's regular overtime rate and paid at the employee's regular straight time rate of pay. An employee may accumulate no more than 72 hours of compensatory time.

Upon separation from employment with the City, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee.

Compensatory time will be taken off by the employee at times which do not disrupt operations or cause the City undue hardship or otherwise avoidable overtime expense.

*8.4 No Pyramiding.* Under no circumstances shall the City be required to pay twice for the same hours.

*8.5 Fair Labor Standards Act (FLSA) Overtime.* FLSA Overtime shall be calculated on the 18-day cycle for employees assigned to the 56-hour work schedule.

*8.6 Mandatory Overtime Shift Coverage.*

These mandatory overtime shift coverage provisions will only be used to fill shift coverage and keep a minimum staffing level of four (4) personnel. These provisions will not be used to cover staffing for transfers, standby's or pending calls. These provisions will be enforced when a member is on schedule for vacation, when sick leave is taken by a member, or during a vacancy on the shift and the shift cannot meet the four (4) personnel minimum.

The roster prepared by the Union and attached as Addendum II will be used for the duration of this agreement. Mandated shifts will start at the top of the roster with the members with the least amount of filled boxes and work down. Employees will be removed from the roster when no longer employed by the City.

Each member will be given one free pass to avoid mandatory overtime. This pass can be used for whatever reason the members deems, but is only allowed one pass per contract cycle. If every

member of the department uses their one free pass on one single event, then the lowest member at the top with the open square will be required to work and will get their one free pass back. Members will not be required to use a pass or required to work the mandatory overtime if the mandatory call directly borders an already scheduled vacation, comp, sick or trade hours.

Once a member is mandated to work, whether it is one (1) hour or up to 24 hours, their square will be filled in and will be exempt from being asked again until the remaining list has been mandated to work or use their pass. Members will not be mandated to work more than one 24 hour shift, before moving down the list for the next mandated requirement.

If a member fails to work when they were mandated by the list to work, then management will address the proper disciplinary actions. This member will also not have their mandated box filled in and the policy will resume as normal and they could be up next.

This mandatory policy will only be used after initial offers of overtime have been exhausted to all members of the department and then offers of work made to the part time FF/EMT's, casuals EMT's and then the Deputy Chief and Fire Chief to fill the open slot. All reasonable efforts to fill the shift shall be made prior to mandating a member to report for work. This includes encouraging members to cover any available hours they can, so the mandated hours are kept to a minimum.

When a new hire has been released as per the Fire Chief to start working/covering shifts, their name will be added to the top of the list and will be considered "up first" for the next mandatory overtime position.

In the event the mandatory position requires being filled by an Acting Officer or Paramedic, only those individuals qualified for these positions will be mandated work.

In the event there is ABSOLUTELY no one to cover the vacant spot, then an offer may be made to the employee that is currently on vacation to come back to work. If this employee comes back to work, the employee will be paid at double time their current rate for hours worked. This will only be used as a last resort and is not mandatory for the vacationing employee

## **ARTICLE 9 – SENIORITY**

*9.1 Definition.* Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. Seniority will also be calculated based on employee's paid time in a particular classification.

Seniority shall be terminated if an employee:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid off and fails to respond to a written notice of recall;
- d. Is laid off work for a period of time greater than 24 months or a period of time equal to the employee's seniority, whichever is shorter;

- e. Is retired.

*9.2 List.* The City shall establish and maintain a current seniority list in the Fire Department. A copy of the seniority list shall be available to the Union shortly after any revisions have been made. The list shall be compiled by date of hire and date of movement into classification. Any objections to the seniority list, as posted, shall proceed under the grievance procedure of this Agreement.

## **ARTICLE 10 – REDUCTION IN FORCE**

*10.1 Layoff.* If the City should reduce its workforce, layoffs shall be made within each job classification on the basis of classification seniority. The City agrees to notify employees not less than two (2) weeks prior to any layoff.

*10.2 Bumping.* When an employee in a higher classification is laid off, the employee may bump back to a position previously held following satisfactory completion of probation in that lower position. In such instance, the employee may bump the least senior employee in the lower classification based on bargaining unit seniority. If the FPO has not previously held a lower position, the FPO will bump back to firefighter, if they are qualified for that position. It shall be understood that an employee bumping back will receive wages and benefits appropriate for that position.

*10.3 Recall.* In order to be eligible for recall, an employee must be able to pass the medical and physical fitness requirements. Employees shall be recalled in inverse order of seniority (most senior first) to a previously held position based on bargaining unit seniority. Such recall shall be within 24 months of their layoff date.

*10.4 Notice.* It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the laid off employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the City. Any employee who fails to accept re-employment at their previous position when offered by the City in accordance with provisions of this article shall be deemed to have forfeited all rights hereunder.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

*11.1 Definition of a Grievance.* A grievance is defined as a dispute concerning the application of, interpretation of or compliance with the provisions of this Agreement and is a complaint that the Agreement has been violated.

*11.2 Grievance Steps.* An employee covered by this Agreement and/or the Union shall present a grievance in the following manner:

Step 1. Within ten (10) calendar days after the occurrence of the alleged violation or within ten (10) calendar days of when the employee and/or the Union should reasonably have known of the alleged violation, the employee and/or Union will meet with the Fire Chief or their designee to present in writing a statement of the facts giving rise to the grievance, identify the sections and Agreement sections allegedly violated, and state the remedies sought. The employee at their option may be accompanied by a Union Representative.

In the event the employee and/or the Union and the Chief desire additional time to determine if the grievance can be resolved informally, the Union and the City may mutually agree to waive the ten (10) calendar day period.

Step 2. Within ten (10) calendar days, the Fire Chief shall give an answer in writing to the employee who submitted the grievance and to the Union.

Step 3. Failing satisfactory settlement, the grievance, may, within five (5) working days from the time of the Fire Chiefs answer, be referred to the Union Grievance Committee composed of three (3) Union members who shall discuss the matter. If the Grievance Committee determines that the grievance has merit, then the Grievance Committee shall meet with the City Manager to discuss the complaint and proposed remedy in an effort to reach a mutually satisfactory resolution.

Step 4. If the grievance is not satisfactorily resolved within ten (10) working days from the time it is submitted to the City Manager by the Union Grievance Committee, the Union as an entity shall determine whether the grievance shall be pursued in binding arbitration within five (5) working days (that is, within fifteen (15) working days from the time it is submitted to the City Manager.) Within such time the Union shall inform the City Manager of its decision to submit the grievance to arbitration.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Union shall, within ten (10) days of the Union's notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it submit to the parties a list of the names of nine (9) arbitrators. Upon receipt of the list, the Union will strike first and strikes thereafter be alternated until only one name remains, and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City.

Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own attorneys, representatives and witnesses during the arbitration hearing. The cost of the arbitrator shall be borne equally by the parties.

## **ARTICLE 12 – GENERAL PROVISIONS**

*12.1 Shift Trades.* A shift trade is defined as that time when one employee voluntarily works for another by mutual agreement. FLSA recognizes the traditional trading of time in the fire service, as such, the City does not assume any responsibility for compensating a member who voluntarily agrees to work for another. Nor shall the extra hours worked by an employee during a shift trade be used to determine payments for overtime or any other benefit.

Employees shall be permitted to voluntarily trade work or shifts with other employees of the Department, with approval of the shift Captain and Fire Chief or their designee.

Any employee who agrees to work another employee's shift and who fails to report to work; the originally scheduled employee's leave accruals will be charged on an hour for hour basis based on the reason for the absence.

For Shift Trades which occur on a Holiday, the employee originally scheduled to work shall receive the Holiday compensation.

*12.2 Saving Clause.* If any article or section of this Agreement shall be found invalid or unlawful 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.

*12.3 Work Rules.* 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.

The City retains the authority to change, modify or delete any work rule or regulation. The City will invite and consider Union recommendations and views expressed in a development and comment process, and will, upon proper notice and demand to do so, bargain concerning a mid-term change in working conditions that have been established and maintained by the City and the Union which are not provided for in this Agreement, whenever the changed working condition is a mandatory subject of bargaining..

*12.4 Maintenance of Standards.* All current conditions of employment not included in this Agreement, that are mandatory subjects of bargaining, may only be changed in accordance with bargaining requirements of the State statute.

*12.5 No Strike.* The Union agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slow-down or strike, and that if any unauthorized or wildcat work stoppage, slow-down or strike takes place, the City shall immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slow-down or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City in accordance with ORS 243.736.

*12.6 Uniforms.* If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the City. The cost of maintaining the dress uniforms and protective clothing or devices in proper condition, including tailoring and dry cleaning, 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, shall require the employee to return to the City the uniform, or any part thereof, in their possession at the time of termination. The City shall establish and maintain a Department Uniform Policy and annual uniform allowance based on available funding. Employees shall have the discretion to allocate their annual allowance provided they maintain the minimum number of uniform items in an acceptable condition.

*12.7 Physical Exams.* For each Union member, the City shall provide annually, a job-related physical examination that all employees will be required to undergo. The physician and elements of the examination will be determined by the City and provided to each Union member not later than June 30 annually. Union members shall schedule the required examinations in a timely manner to assure all required testing and examinations are completed not later than September 25<sup>th</sup>. The physician will

establish an optimum heart rate and recommended maintenance time for each employee. Normally, once each shift the employee will achieve that heart rate on City-provided physical fitness equipment. The employee will have the choice of going to their regular physician or the physician provided by the City. If the employee chooses to use their own physician, the physical will have the elements required by the City. If the physical cost is higher than the cost for the City provided physical, the employee will be responsible for payment of the difference. The City shall provide a detailed accounting of the charges which the employee is responsible to pay. The employee shall not submit a claim through their insurance for any charges paid for by the City, however, they may submit a claim to their HSA and/or insurance carrier for any out of pocket amounts paid in excess of City payments. Physicals can be taken starting at the beginning of a new Fiscal year and must be done by October 1<sup>st</sup>. Completed fit for duty forms must be submitted to department by October 1<sup>st</sup> at 1700 hours unless the Fire Chief has granted an extension prior to October 1<sup>st</sup>. If form is not submitted or employee is not fit for duty by October 1<sup>st</sup>, employee will be required to use personal sick leave until fit for duty forms signed by physician are received and return to work is approved by the Fire Chief. Once every year, each employee will participate in the then current departmental physical fitness/agility test given to firefighter candidates.

Employees will be offered, Hepatitis B and Tetanus shots on a regular schedule at no cost to the employee. The parties may agree to have other shots provided, based on mutual agreement.

*12.8 Non-Discrimination.* The City will not discriminate against any bargaining unit employee as defined by State and federal statutes. In the event a dispute arises as a result of this article, the employee/Union shall first process it through the grievance procedure contained herein. If the dispute is not resolved within the grievance procedure, it is not subject to the arbitration process, but the employee/union may pursue the matter through the proper regulatory agency.

*12.9 Shift Rotation.* In the event that a shift rotation reduces the numbers of shifts an employee would work in that pay period, the Chief shall offer the employee additional shift(s) of work to total what the employee would have worked had the shift rotation not been done. When the Chief offers such additional shifts, and the employee refuses them, the employee shall receive pay only for shifts worked.

*12.10 Response Distance.* Employees are required to reside within 100 road miles from the La Grande Fire Station during their employment. The City Manager, in their sole discretion, may grant exceptions to this requirement on a case by case basis.

## **ARTICLE 13 – COMPENSATION**

*13.1 Wage Schedule.* Employees covered by this Agreement shall be paid the hourly rates as provided in Section 13.7.

All new employees, not actively participating in the Public Employee Retirement System, will be paid a beginning rate at a dollar amount less than the starting rate that equals six percent (6 %) of the starting rate. After six (6) months the employee will be moved to the start rate. Employees will still move four percent (4%) on the scale after probation.

*13.2 Working Out of Classification.* Any employee who is required to temporarily accept the responsibilities and carry out the duties incidental to a position or rank senior to that of their rank for portions of a shift for 56 hour employees and portions of a day for 40 hour employees, shall be paid at the rate of such higher position or rank on an hour worked basis for assuming such responsibility. Employees must serve a minimum of one (1) hour before qualifying for acting pay.

An employee shall be paid current salary plus five percent (5%) or the bottom starting salary of the higher rank, whichever is greater.

*13.3 Incentives.* Incentives will be in addition to salary. Employees who maintain a valid State of Oregon, certification(s) shall receive incentive pay based on the highest certification held as follows:

EMT Basic – Mandatory, no incentive.

EMT Advanced – 2% of top firefighter wage per hour.

EMT Intermediate – 5% of top firefighter wage per hour.

EMT Paramedic – 10% of top firefighter wage per hour.

Employees must maintain the same certification level or higher level that they held at time of hire, end of probation or promotion.

Field Training Officer (FTO) Stipend. The City shall pay a prorated stipend of \$1,000 per probationary Firefighter as follows:

Fire Training: 25% of the stipend is paid to the FTO upon completion of the initial six months of probation and 25% is paid upon completion of the second six months of probation.

EMS Training: 25% of the stipend is paid to the FTO upon completion of the initial six months of probation and 25% is paid upon completion of the second six months of probation.

If the same FTO is performing the training for both Fire and EMS, they will receive 50% of the stipend at six months and the remaining 50% at twelve months.

If the probationary employee is terminated, or if the FTO is replaced by another FTO during training, the FTO shall receive a pro-rated stipend for the period in which they served on a full month basis.

The Fire Chief shall assign FTO's in their sole discretion up to a maximum of two (2) FTO's per shift.

Associates Degree in Fire Science \$300 per year payable as part of payroll period ending June 20<sup>th</sup> of 2024, 2025, 2026.

*13.4 Promotions.* Upon promotion to a higher rank, an employee shall be paid base salary plus five percent (5%) or the bottom starting salary of the higher rank promoted to, whichever is greater.

*13.5 Performance Increases.* Performance increases of four percent (4%) will be granted to an employee on their anniversary/promotional date, if the employee's performance evaluation rates him/her as overall fully competent or better, provided however, that in no event shall any employee's pay exceed the top of the appropriate pay range. The four percent (4%) performance increases shall be replaced with the move between grades through June 20, 2026. During this period, the employee's performance will be evaluated based on their hire or promotion date and the movement between grades will be conditioned upon their last performance evaluation. If their performance is not rated as overall fully competent or better, the employee shall receive the COLA effective June 21<sup>st</sup> but will remain at their same grade and step.

*13.6* The hourly rate for any employee assigned to work a 40-hour work week shall be 1.4 times the normal hourly rate for that employee.



**13.7 Salary Schedule.** New employees will be six percent (6%) less than starting rate until eligible for PERS.

Each employee would receive a 5% COLA, and then be placed in the Preliminary Grade (Pre Grade) Step that is at or above their new wage, or at Step 1, whichever is higher. The scale shall then be increased by 5% and the employee shall be moved into the new Step with the wage that is equal to or immediately higher to assure a minimum 5% increase at implementation. This Grade and Step shall be their Year 1 pay effective June 21, 2023 through June 21, 2024.

On June 21, 2024, the pay scale shall be increased by 2%.

On September 21, 2024, the employees would move to the next higher Grade at the same Step per 13.5 above.

On June 21, 2025, the pay scale shall be increased by 2% and then the employees would move to the next higher Grade at the same Step per 13.5 above.

	<b>Firefighter</b>	<b>Minimum</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Top</b>
	<b>Pre Grade J</b>	<b>\$19.39</b>	<b>\$20.17</b>	<b>\$20.97</b>	<b>\$21.81</b>	<b>\$22.69</b>	<b>\$23.59</b>	<b>\$24.54</b>
<b>Effective 6/21/2023</b>	<b>Grade J</b>	<b>\$20.36</b>	<b>\$21.18</b>	<b>\$22.02</b>	<b>\$22.90</b>	<b>\$23.82</b>	<b>\$24.77</b>	<b>\$25.77</b>
<b>Effective 6/21/2024</b>	<b>Grade J</b>	<b>\$20.77</b>	<b>\$21.60</b>	<b>\$22.46</b>	<b>\$23.36</b>	<b>\$24.30</b>	<b>\$25.27</b>	<b>\$26.29</b>
<b>Effective 9/21/2024</b>	<b>Grade K</b>	<b>\$21.81</b>	<b>\$22.68</b>	<b>\$23.58</b>	<b>\$24.53</b>	<b>\$25.51</b>	<b>\$26.53</b>	<b>\$27.60</b>
<b>Effective 6/21/2025</b>	<b>Grade K</b>	<b>\$22.25</b>	<b>\$23.13</b>	<b>\$24.05</b>	<b>\$25.02</b>	<b>\$26.02</b>	<b>\$27.06</b>	<b>\$28.15</b>
<b>Effective 6/21/2025</b>	<b>Grade L</b>	<b>\$23.36</b>	<b>\$24.29</b>	<b>\$25.26</b>	<b>\$26.28</b>	<b>\$27.33</b>	<b>\$28.42</b>	<b>\$29.56</b>

	<b>Captain</b>	<b>Minimum</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Top</b>
	<b>Pre Grade M</b>	<b>\$22.45</b>	<b>\$23.35</b>	<b>\$24.28</b>	<b>\$25.25</b>	<b>\$26.26</b>	<b>\$27.31</b>	<b>\$28.40</b>
<b>Effective 6/21/2023</b>	<b>Grade M</b>	<b>\$23.57</b>	<b>\$24.52</b>	<b>\$25.49</b>	<b>\$26.51</b>	<b>\$27.57</b>	<b>\$28.68</b>	<b>\$29.82</b>
<b>Effective 6/21/2024</b>	<b>Grade M</b>	<b>\$24.04</b>	<b>\$25.01</b>	<b>\$26.00</b>	<b>\$27.04</b>	<b>\$28.12</b>	<b>\$29.25</b>	<b>\$30.42</b>
<b>Effective 9/21/2024</b>	<b>Grade N</b>	<b>\$25.25</b>	<b>\$26.27</b>	<b>\$27.30</b>	<b>\$28.40</b>	<b>\$29.53</b>	<b>\$30.71</b>	<b>\$31.94</b>
<b>Effective 6/21/2025</b>	<b>Grade N</b>	<b>\$25.76</b>	<b>\$26.80</b>	<b>\$27.85</b>	<b>\$28.97</b>	<b>\$30.12</b>	<b>\$31.32</b>	<b>\$32.58</b>
<b>Effective 6/21/2025</b>	<b>Grade O</b>	<b>\$27.04</b>	<b>\$28.13</b>	<b>\$29.24</b>	<b>\$30.42</b>	<b>\$31.63</b>	<b>\$32.90</b>	<b>\$34.21</b>

Senior Firefighter Certification Pay (replaces Engineer/Lieutenant). Firefighters and Captains shall receive \$0.50 per hour total certification pay upon meeting the following eligibility requirements beginning with the first day of the pay period and ending on the last day of the pay period in which they fail to maintain the required certifications:

Possessing and maintaining valid certifications as NFPA Firefighter II; NFPA Fire Apparatus Driver/Operator; NFPA Apparatus Equipped w/ Fire Pump; NFPA Apparatus Equipped w/ Aerial Device; NFPA Fire Instructor I; Firefighter Type 2; and NFPA Fire Officer I. (or the then current DPSST equivalent should the titles change)

Minimum of five years of continuous experience as a full-time sworn firefighter with the City of La Grande. Up to four (4) years of generally contiguous, comparable experience as a full time sworn firefighter with another agency of similar or larger size and function may be substituted for service with the City of La Grande Fire Department at the discretion of the Fire Chief upon successful completion of their probationary period.

*13.8 Retirement.* The City will continue to participate in PERS for firefighters. Employees are required to make the six percent (6%) employee pre-tax retirement contribution in accordance with PERS provisions, through automatic payroll deduction.

*13.9 Deferred Compensation.* The City will contribute three percent (3.0%) of gross wages to a deferred compensation plan effective at the beginning of the first pay period following 30 days of employment.

*13.10 Longevity Pay.* The City will pay the following amounts to employees who meet the longevity thresholds as follows:

Years of continuous full-time employment as of March 20 of the contract year:

10-14	\$ 750
15-19	\$1,000
20+	\$1,500

Payments shall be included in the paychecks for the pay periods ending March 20, 2024, 2025, 2026

*13.11 Damaged personal property.* If a firefighter's personal property which is being used during the course of their employment is damaged or destroyed during a call for service, the City will reimburse the employee for the actual cost of the repair or replacement up to \$1,000 per event. However, if the damage is the result of gross negligence on the part of the employee, the City shall not be responsible to payment.

## **ARTICLE 14 – INSURANCE**

*14.1 Health Insurance.* The City agrees to provide health insurance (medical, dental and vision) to the bargaining unit. The premiums for such insurance shall be paid 90% by the City and 10% by the employees based on a tiered premium structure. Employee will be allowed to choose from one of the following tiers of coverage: employee only, employee and child, employee and children, employee and spouse, and full family. Employees and their eligible dependents shall be enrolled through IAFF Health & Wellness Plan \$3000E and its included benefits and HSA health plan in accordance with the term of the Plan.

The City shall make a contribution to each employee's HSA account as follows:

On or about July 1, 2023, \$562.50 for single employees; \$1,125 for employees with families.

On or about October 1, 2023, \$562.50 for single employee; \$1,125 for employees with families.

On or about January 5, 2024, \$562.50 for single employees; \$1,125 for employees with families.

On or about April 1, 2024, \$562.50 for single employees; \$1,125 for employees with families.

On or about July 1, 2024, \$562.50 for single employees; \$1,125 for employees with families.

On or about October 1, 2024, \$562.50 for single employees; \$1,125 for employees with families.

On or about January 5, 2025, \$562.50 for single employees; \$1,125 for employees with families.

On or about April 1, 2025, \$562.50 for single employees; \$1,125 for employees with families.

On or about July 1, 2025, \$562.50 for single employees; \$1,125 for employees with families.

On or about October 1, 2025, \$562.50 for single employees; \$1,125 for employees with families.

On or about January 5, 2026, \$562.50 for single employees; \$1,125 for employees with families.

On or about April 1, 2026, \$562.50 for single employees; \$1,125 for employees with families.

A contribution will not be made to a new employee's HSA until the employee has successfully completed six (6) months of employment, at which time the employee will receive a pro-rata contribution to the HSA, based on the employee's hire date. The City may make a contribution during the probationary period to prevent adverse tax implications on a case by case basis.

*14.2 Life Insurance.* The City will provide \$50,000 of life insurance covering employees against both occupational and non-occupational related death.

*14.3 Disability Insurance.* The City shall provide long term disability insurance for employees covered under this contract. The maximum insured earnings for all employees will be \$2,500 per month. The maximum benefit employees will receive upon becoming disabled (as determined by the insurance carrier's policy) will not exceed 60% of the first \$2,500 of monthly earnings, reduced by deductible

income. The benefit waiting period will be 120 days, and the maximum benefit period is to age 65 plus ADEA.

*14.4 Health Insurance Coverage After Termination of Employment.* This coverage will be provided to all employees hired prior to July 1, 2001. For the purpose of this section, the word “employee” will designate a terminated employee.

- a. The City shall continue coverage, as described in Section 14.1 above, for the employees and their dependents who resign their employment and can meet the continuous service requirements below:

<u>Continuous Service</u>	<u>Minimum Age</u>	<u>Subsidy Covered Period</u>
20 Years	55	First 3 Years
25 Years	50	First 5 Years

- b. Such employees must be enrolled in the same plan as provided to other employees, and if an additional premium cost is required, they shall remit payment as instructed by the City’s Finance Office.
- c. If an employee who has at least thirty (30) years continuous service with the City and is covered under the above program dies before the end of the five-year period as stated in Section 14.4 above, the City shall continue coverage for the employee’s surviving dependents for the remainder of the five year period as allowed by the City’s plan or in the alternate, will provide a subsidy for the surviving dependent(s) not to exceed what the City would pay as set out in 14.4 a above. However, coverage may be discontinued as described in Section d below, for the surviving spouse during the remainder of this five-year period.
- d. Coverage shall be discontinued and not reinstated for the retiree and/or surviving spouse during the remainder of the covered period for reasons including, but not limited to the following:
- (1) Medicare  
The employee, spouse or surviving spouse shall be responsible for notifying the City when the employee and/or spouse become eligible for Medicare.
  - (2) Other Employment  
The employee becomes employed by another employer who provides employer paid health insurance. Notifying the City of other employment and availability of other insurance shall be the responsibility of the employee.
  - (3) Death  
If a retired employee with less than thirty (30) years of continuous service dies, the eligibility of their surviving spouse who is insured ends at the time of the spouse’s death. Notification to the City of employee’s death shall be the responsibility of the surviving spouse. If a retired employee with more than thirty (30) years of continuous service dies, the eligibility of their spouse who is insured at the time of death ends upon remarriage or when the coverage period ends, whichever occurs first.
  - (4) Divorce  
An eligible spouse’s eligibility ends upon the effective date of a divorce from a retired employee.
  - (5) Delinquent Payments

Employee or spouse becomes delinquent with payments as defined in Section 14.4b above.

- a. Nothing in this Article shall be construed as reducing the obligation of the City under the Federal law, COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), to provide a temporary extension of group health coverage or under ORS 243.303 to make retiree health care insurance available to retirees.

*14.5 Air and Ground Ambulance Membership.* The City shall provide an Air and Ground Ambulance Membership for all full-time employees. New employees will receive this benefit on a pro-rated basis beginning when the employee has successfully completed six (6) months of employment. Memberships will be for the period July 1<sup>st</sup> through June 30<sup>th</sup> annually.

*14.6 Medical Expense Reimbursement Plan (MERP).* Effective in July 2023, the City will make a \$50 contribution each month into the employee's MERP account. Employees shall be required to make a \$100 contribution through payroll deduction, which shall be made in conjunction with the monthly payroll cycle.

### **ARTICLE 15 – EDUCATIONAL INCENTIVE**

For the purpose of encouraging employees to pursue an education related to their employment, the City will 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 for each employee by the Fire Chief or their designee. Disapproval of courses is not subject to the grievance procedure. The City agrees to pay the expenses of maintaining an EMT certification. These shall include re-certification fees if necessary.

### **ARTICLE 16 – VACATION**

*16.1 Accrual.* Employees regularly assigned to a 56-hour work week shall earn vacation based upon their years of career service at the Fire Department at the following rates:

<b><u>LENGTH OF SERVICE</u></b>	<b><u>LENGTH OF VACATION</u></b>	<b><u>MAXIMUM</u></b>
0 to 5 years	216 hours	456 hours
more than 5, less than 10 years	252 hours	528 hours
10 years, less than 15 years	276 hours	576 hours
15 years, plus one day or more	288 hours	600 hours

Employees regularly assigned to a 40-hour work week shall earn vacation based upon their years of career service at the Fire Department at the following rates:

<b><u>LENGTH OF CONTINUOUS SERVICE</u></b>	<b><u>LENGTH OF VACATION</u></b>	<b><u>MAXIMUM</u></b>
0 through 5 years	80 hours	168 hours
More than 5 but less than 10 years	120 hours	248 hours
More than 10 years	160 hours	328 hours
More than 15 years	184 hours	376 hours

An additional 24 hours of vacation leave will be credited to the employee's vacation leave bank on the first day of each contract year for 56-hour employees and 8 hours for 40-hour employees.

Any time an employee is reassigned, going from a 56-hour work week, or from a 40-hour work week to a 56-hour work week the vacation leave time will be figured based on the following conversion factors:

Length of continuous service	Factor
0 through 5 years	2.7
More than 5, less than 10 years	2.10
10 years, less than 15 years	1.73
15 years, plus one day or more	1.57

Employees shall begin earning vacation leave from the first day of their employment. Accrued leave may be taken with approval of the Chief any time after six (6) months on the job. For employees who are on a 56-hour work week, vacation leave shall begin at 0800 hours of the day the employee goes off duty and shall terminate at 0800 hours of the day he returns to duty. Vacation and comp time will not be approved more than one calendar year in advance of the date requested off.

*16.2 Payment Upon Termination.* In the event of termination after 12 months of employment, all accrued vacation leave will be computed to a cash compensation at their regular rate of pay and paid to the employee or their estate or beneficiary.

*16.3 Maximum Accrual.* Employees will be permitted to carry up to a maximum accrued vacation leave at the end of each pay period as shown in 16.1. Vacation time earned in excess of said maximum limit shall be used by or forfeited at the end of each pay period, unless the vacation time requested has been denied in writing by the Department Director or City Manager. If denied, employee will have thirty (30) calendar days to use the excess and bring the balance into compliance.

16.4 Employees shall be allowed to use up to 24 hours in a minimum of four (4) hour increments of accrued vacation per pay period per affected employee when assigned to a shift that has a shift member on a prolonged absence in excess of 30 calendar days subject to available shift coverage. If the prolonged absence exceeds 90 calendar days, members assigned to that shift shall be allowed to resume vacation usage, subject to available shift coverage. The timelines under provisions of this Article 16.4 for allowing vacation use will reset thirty (30) days after a shift returns to full staffing as defined as five members, all of whom are trained and released for duty.

## **ARTICLE 17 – HOLIDAYS**

*17.1 Observance.* The following holidays shall be observed:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Christmas Eve
Presidents' Day	Labor Day	Christmas Day
Easter Sunday	Veterans' Day	Patriots Day (September 11)

*17.2 Fifty-Six Hour.* All holidays worked by shift personnel shall be considered to begin at 0800 hours on the date of State observance and will end at 0800 hours of the following day, with the exception of the holidays listed below. These holidays shall be considered to begin at 0800 hours on the date listed and will end at 0800 hours of the following day.



An employee who works a 56 hour workweek and is required to work on any such holiday shall be compensated at the rate of one and one-half (1 ½) times their normal hourly rate.

New Year's Day – January 1  
Independence Day – July 4  
Veterans' Day – November 11

Christmas Eve Day – December 24  
Christmas Day – December 25

*17.3 Forty Hour.* An employee who is working a 40-hour work week shall observe as a holiday the day after Thanksgiving in lieu of Easter Sunday and shall observe a floating holiday (8 hours) in lieu of Christmas Eve day. These floating holiday hours are to be used at the same time and at the employee and supervisor's discretion prior to June 20<sup>th</sup> of the current fiscal year.

Employees working a 4/10, 40-hour work schedule will be paid eight (8) hours for each holiday specified above. Full-time employees will be required to utilize two (2) hours of vacation or compensatory time on a holiday, or will be allowed to flex their schedule in the week the holiday occurs.

## **ARTICLE 18 – SICK LEAVE**

*18.1 Accrual.* Per every pay period, sick leave shall be earned by employees at the rates listed below. Sick leave accrual begins on date of hire and when used, employees shall be charged on an hour-for-hour basis.

<u>WORK WEEK</u>	<u>PAY PERIOD ACCRUAL RATE</u>	<u>MAXIMUM ACCRUAL</u>
56 hours	18 hours	1440 hours
40 hours	8 hours	960 hours

Any time an employee is reassigned, going from a 56-hour work week to a 40-hour work week, or from a 40-hour work week to a 56-hour work week the sick leave time will be figured on a conversion factor of 2.25.

*18.2 Utilization.* Upon notification to their immediate supervisor, employees may use accrued sick leave for any purpose set forth in Addendum I to this Agreement beginning on the 91<sup>st</sup> day of employment.

The City Manager or department director may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working after missing more than 48 hours for 56-hour employees or more than 16 hours for 40-hour employees. The City Manager or department director may also require certification of a physician as the physical or mental fitness of an employee for the performance of their duties, as permitted by the ADA.

*18.3 Payment Upon Maximum Accrual Termination.* Employees who have accumulated 961 hours of sick leave as of June 21, 2017, shall receive a one-time, permanent increase of \$0.50 per hour. Employees who have accumulated 481 hours of sick leave as of June 21, 2017, shall receive a one-time, permanent increase of \$0.25 per hour. This increase shall be in addition to base salary, but will not result in an increase in the salary schedule for any position. All employees will receive an additional 24 hours of vacation reflected in Article 16.

*18.4 Payment Upon Death.* In the event of an employee's death, all accumulated sick leave will be paid to the dependent spouse or child or the dependent's estate.

*18.5 Payment Upon Retirement.* Unused accrued sick leave will be reported to PERS for inclusion into retirement options if allowable by law.

Upon retirement through the PERS system, employees shall be paid, with their final pay check, 50% of unused sick leave accrued up to the maximum allowable as stated in 18.1 above. Subject to IRS rules, the employee may elect to have this payment be made in the form of a contribution to the employees deferred compensation account upon written notice not less than 14 days prior to their retirement.

## **ARTICLE 19 – OTHER LEAVES**

*19.1 Funeral Leave.* In the event of a death in the immediate family as defined by OFLA, employees shall be allowed a total of up to 14 consecutive days off funeral leave. Such leave shall be charged against accumulated sick leave for the first 48 hours for 56-hour employees and 40 hours for 40-hour employees. Additional time off as allowed under this provision shall be charged first to compensatory time, then vacation until all such time is exhausted, then to sick leave. If there is insufficient accumulated compensatory time, vacation, and sick leave, then time will be charged to vacation subsequently accumulated.

Additionally, the death of the employee's, sister-in-law, brother-in-law, and grandparents-in-law, shall be allowed a total of up to two (2) weeks of funeral leave with the leave charged first to compensatory time, then vacation, and then sick leave. If there is insufficient accumulated compensatory time, vacation, and sick leave then time will be charged to vacation subsequently accumulated.

Funeral leave as described above shall be granted regardless of the number of other shift employees who are not present for duty.

*19.2 On the Job Injury.* Employees who have accumulated sufficient leave time, and are injured on the job, and such injury prevents the employee from performing their normal duties or other duties assigned by their superior, and who is receiving workmen's compensation insurance, shall, subject to the limitations provided herein, be paid by the City the difference between their normal net salary and the amount paid by workmen's compensation insurance for a period of up to, but not exceeding four (4) months from the date of injury; provide, however, that the City shall make a pro-rata deduction from sick leave, compensatory time, holiday leave and vacation leave (in that order) from employees receiving such payment during the four-month maximum period.

*19.3 Leave Without Pay.* Leaves of absence without pay for a period not to exceed 90 calendar days shall be granted upon the approval of the City Manager. Employees on leave without pay shall not earn benefits.

*19.4 Family Medical Leave.* Family medical leave will be granted in accordance with State and Federal statutes.

## **ARTICLE 20—PAID FAMILY MEDICAL LEAVE INSURANCE**

*20.1 Benefits.* The parties agree that the City will provide the required paid family medical leave insurance ("PFMLI") benefits through the State's Paid Leave Oregon ("PLO") program. However, if



the City determines that PLO is not providing the appropriate benefit to employees, it may move to an equivalent plan administered by the City or through an approved third-party insurance company. The parties may reopen this Article only to address the impacts, if any, to the move to an equivalent plan.

*20.2 City and Employee Contributions.* The City agrees that it will pay its required contributions. Employees will pay the required six-tenths of one percent contributions through payroll deductions. If the premiums increase above the six tenths of one percent for employees, the Union may reopen this Article to address the premium increases.

*20.3 Notice of Right to Benefits and Options.* The City will provide employees with notice of their rights to PFMLI benefits as required by law and this Agreement and make details regarding the process for applying and receiving benefits available to employees online. The employee will choose whether to seek benefits under the PFMLI program or utilize their own leave banks instead.

*20.4 Notification Requirements.* Although the plan is administered by Paid Leave Oregon, the City requires employees to notify Human Resources and their Supervisor/Director when they have applied for PLO leave. Such notification requirements must be consistent with applicable leave laws.

*Foreseeable Leave:* If the need for PFMLI leave is foreseeable or planned in a manner that reasonably allows such notice, an employee will provide the City at least 30 days' written notice before paid leave is to begin (see notice requirements below). Written notice should be submitted using the City's established Leave Request Form.

*Unforeseeable:* If the need for PFMLI leave is unforeseeable or unplanned, an employee is required to provide notice to the City within 24 hours of the start of the leave unless such notice is not reasonably possible due to circumstances outside of the employee's control. The initial notice may be verbal or written (including via electronic communication). The employee must also provide written notice within three (3) days after the start of the leave. Written notice should be submitted using the Leave Request Form.

Written notice must include the employee's first and last name, type of leave, explanation of the need for leave, and anticipated timing and duration of leave. Timing and duration of leave should include the employee's plan for taking leave on an intermittent basis or in one block of time. If the employee's dates of scheduled leave change, are extended by the insurer, or if the reason for leave change during the leave so that the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees are expected to comply with the City's normal call-in procedures.

*20.5 Use of Accrued Leaves Pending Approval of Claims.* If an employee's PFMLI benefit claim is not processed in the same pay period in which they apply for benefits, the employee may use any accrued paid leaves (in the order of their choice) to ensure they continue to receive their pay while the claim is being processed. Once the claim is approved, the employee will pay the City the full amount of any payments received from the insurer for the covered period of time in which leave was used.

Absent extraordinary circumstances, these sums must be turned over within two weeks of receipt by the employee. The City will restore the appropriate amount of any used leave balances to reflect the PFMLI benefits received, not including any leave the employee chooses to use to supplement the PFMLI benefits as allowed below.

If an employee has their PFMLI request denied, the accrued leave deducted from the employee's leave banks will not be restored.

In the event that the use of PFMLI benefits results in excess retirement contributions, the City shall reduce future employer-employee contributions if allowed under applicable law and the retirement plan.

*20.6 Supplementing PFMLI Benefits.* PFMLI benefits will not provide the majority of employees with 100% of their gross regular wages, so employees receiving PFMLI benefits may choose to supplement their benefits with other available paid leaves [sick, vacation, floating holiday, executive leave, etc.] and/or comp time, up to 100% of the employee's regular gross wage. When PFMLI benefits and supplemental employer compensation are added together, the amount cannot exceed the employee's regular gross monthly wage.

To request use of employer compensation, employees are required to complete, sign, and submit, a Supplemental Compensation Request Form, along with a copy of the documentation from the State of Oregon identifying the amount of PFMLI benefits received or expected, no later than the 20<sup>th</sup> of the month to be included in the employees' regular payroll submissions. The City will then determine the amount of accrued leave and/or other eligible compensation needed to equal 100% of the employee's regular gross wages. Failure to complete, sign, and return the Supplemental Leave Authorization Form to Human Resources/Payroll in a timely manner may result in the employee not being allowed to use employer compensation to supplement PFMLI benefits.

The parties agree that, in the event of overpayment by the City to an employee of accrued paid leave, the City may recover the overpayment by deducting an equivalent amount of accrued leave from the employee's leave banks in the order chosen by the employee. If the amount of the overpayment exceeds the employee's accrued leave banks, the employee shall reimburse the City for any remaining overpayment.

*20.7 Continuation of Benefits.* If an employee is on an approved PFMLI leave, the City will continue the employee's medical, dental, life, disability, and all eligible voluntary coverage, on the same terms as if the employee had continued to work. An employee wishing to maintain coverage during a period of approved PFMLI leave absence, is responsible for paying his/her share of premiums, the same as when premiums were paid by the employee, prior to the PFMLI leave.

Employees on PFMLI leave who are not electing to concurrently use OFLA and/or FMLA will not accrue sick, vacation, or other employer-provided leave, and employees will not receive holiday pay.

*20.8 Reinstatement Rights:* Employees who have worked for the City of La Grande for more than 90 consecutive calendar days prior to taking PLO leave will be reinstated to their former position, if the position still exists. If the position has been eliminated, the employee may exercise any rights they have under the Collective Bargaining Agreement, including the layoff provisions. If the employee still would not have reinstatement rights, the employee may be reassigned to an available equivalent position for which the employee is qualified with equivalent employment benefits, pay and other terms and conditions of employment.

Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring PLO leave have been resolved. If an employee does not return to work at the end of a PLO leave, reinstatement may not be available unless the Collective Bargaining Agreement or the law requires otherwise.

Employees who use PFMLI leave for reasons other than the reason for which the leave was granted, including to work for other employers, may be subject to discipline up to and including termination.

*20.9 Concurrent use of FMLA/OFLA Leave.* If an employee's PLO leave is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA and/or FMLA leave must be taken concurrently with PLO leave unless the law requires otherwise.

Employees must provide sufficient information for the City to determine if the leave qualifies for FMLA and/or OFLA protection. Employees who have requested or have been approved for PLO leave are required to complete a Leave Request Form and return it to Human Resources.

If an employee is eligible for OFLA and/or FMLA leave due to a "serious health condition" or has a family member with a "serious health condition," employees must furnish the City with medical certification information if allowed under the applicable laws and as agreed in the Collective Bargaining Agreement.

*20.10 Seniority Accrual.* Employees' seniority will continue to be credited during any leave covered by the Act. However, an employee's probationary period will be adjusted proportional to their PFMLI use if it exceeds two weeks to ensure adequate observation time for the City to evaluate suitability for regular status.

*20.11 Scope of this Article:*

The provisions of this Article are not intended to change any other provisions of the collective bargaining agreement or reduce the benefits of any employee in the bargaining unit.

## **ARTICLE 21 – MEALS, MILEAGE AND LODGING**

*21.1 Use of Personal Vehicle.* When an employee is required to utilize a personal vehicle in the performance of official City duties, compensation shall be at the IRS mileage rate.

*21.2 Meals and Incidental Expenses.* When an employee is traveling on City business that does not require an overnight stay, the City shall reimburse the employee based on detailed receipts for actual expenses incurred for meals and incidentals in an amount not to exceed the current Federal Per Diem Rate in effect for the location. Payments made shall be subject to the Internal Revenue Service rules regarding travel.

When an employee is traveling on City business that requires an overnight stay, the City will provide the employee with per diem reimbursement for meals and incidentals for the trip at the current Federal Per Diem Rate in effect for the location, less meals provided. Within 30 days of the employee's travel, the employee must submit an expense report that must include: the date, time, and place of travel; the business necessity for the travel; a listing of meals provided as part of the conference or training that are included in the registration and paid for by the City; and expenses paid for which the employee is requesting reimbursement. (e.g., mileage, lodging if not prepaid by the City, or other expenses other than meals and incidentals that would be paid for by the employee as part of the per diem allowance). Per Diem payments shall not be made in advance of the travel unless approved in writing in advance by the City Manager in the case of a demonstrated financial hardship on the part of the employee.

When attending professional conferences approved by the Department Director or City Manager, the City can approve the payment of the actual cost of conference meals that exceed the Per Diem for the employees and no per diem will be paid for those meals.

*21.3 Lodging.* Where possible, the City will establish direct billing relationships with lodging providers and pay the authorized lodging costs directly. If the City does not have direct billing in a location, the City will attempt to pay for the lodging in advance using a City credit card if the employee does not have a City issued credit card. If payment cannot be arranged prior to the travel and upon the request of the employee, the City will approve a travel advance for the cost of the lodging only. The City Manager can approve payment for lodging in excess of the daily Per Diem rate if such approval is in the best interest of the City.

*21.4 Travel Expense Report.* Employees will be furnished travel expense report to be returned with receipts for lodging, meals, conference schedule/agenda, and all other expenses within 10 business days of return to work. Reimbursements will not be made if detailed receipts are not provided. Detailed receipts are not required for meals and incidentals associated with overnight travel for which the employee is paid a Per Diem.

## **ARTICLE 22 – DISCIPLINE**

*22.1 Standard.* No employee shall be disciplined except for just cause. Oral warnings and verbal counseling are not considered discipline and shall not be protested through the grievance procedure. The City may note the occurrence of such non-disciplinary actions in an employee's personnel file, but the employee must be informed of such a notation and given an opportunity to submit a statement in response. Written notations of such actions will be removed from an employee's personnel and working files after two (2) years if the employee has received no other warning, counseling or discipline for similar conduct during that time.

If an employee receives a written reprimand and goes five (5) years without receiving discipline for similar misconduct, the employee may request that the City Manager remove the disciplinary documents associated with said written reprimand from the employee's personnel and working files. The City Manager, in their sole discretion, may remove the documents if they find that the situation warrants removal. If the City Manager does not remove the documents, they shall not be used for any subsequent non-disciplinary purposes such as consideration for promotions.

*22.2 Probationary Employee.* This article shall not apply to any employee on probation, as defined herein.

*22.3 Imposition.* If the City has reason to discipline an employee, it shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

*22.4 Due Process.* In the event the City believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- a. The employee shall be notified of the charges or allegations that may subject them to discipline;
- b. The employee shall be notified of the disciplinary sanctions being considered;
- c. The employee will be given an opportunity to refute the charges or allegations, either in writing or orally in an informal hearing;
- d. At their request, the employee will be entitled to Union representation at the informal hearing.

*22.5 Just Cause Standards.* For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c. The City must conduct a reasonable investigation.
- d. It must be determined that the employee engaged in the alleged misconduct or act.
- e. The discipline must be appropriate, based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

## **ARTICLE 23 – TACTICAL EMERGENCY MEDICAL SERVICE (TEMS) AND TRAINING**

23.1 *TEMS*. The City may establish a voluntary Tactical Emergency Medical Service (TEMS) Team. Members of the Team will provide close –in emergency medical support during police tactical operations. This is primarily a Police Department program; however, the Fire Department personnel may participate upon establishment of the Team to the extent that the Fire Department’s budget is not adversely affected. The Fire Department will develop and implement a policy to govern the TEMS program.

23.2 *Discretionary Training Overtime*. The Fire Chief may approve up to 24 hours per fiscal year per employee of discretionary overtime for shift coverage or off-duty overtime pay (*not including EMS/Fire drills/Monthly department EMS meeting*) to allow an employee to attend training events deemed to be of benefit to the employee and the Department. This includes, but is not limited to Fire, EMS and TEMS training. Coverage must be confirmed prior to approval of training and coverage.

23.3 *Training Shift Coverage*. In the event an employee is approved to attend training and subsequent to that training being scheduled and approved, a member of their shift requests vacation for that same timeframe, the vacation will not be approved. If the approved training is rescheduled less than 30 days prior to the training and the change would result in a shift falling below minimum staffing due to approved, scheduled vacation or other approved training, the City will approve overtime for shift coverage and not require the employee to trade shifts to participate in the training.

## **ARTICLE 24 – PARAMEDIC EDUCATION PROGRAM**

Paramedic Education Program. This paramedic program is open to all current full-time La Grande Fire Department employees on a voluntary basis, who have completed their probationary period. The Fire Chief retains the right to approve or deny participation in this program based on management, operational, and budgetary reasons.

To be eligible for this program the employee must present documentation to the Fire Chief that they have completed all the prerequisites for the program including possession of any required college degree. The Fire Department will pay in advance for tuition, books, and course fees, including the application fee, travel and lodging for skills days in the amount specified in the executed agreement letter.

The Department will allow time off for labs or internships without using earned leave at the Department’s discretion as staffing allows. All time off will be approved by the employee’s Shift Captain and the Fire Chief at least one shift prior to the shift needed. All remaining time off not covered by the Department will be the employee’s responsibility and will be taken by current policy and CBA (i.e. shift trade or vacation).

If the employee does not complete the course with a passing grade and/or does not become Licensed as an Oregon paramedic within six months of course completion, the employee will agree to fully repay the La Grande Fire Department through payroll deductions, spread over 18 pay periods, the amount paid, as listed above, in addition to the paid-time off granted by the Department which was not deducted from the individual’s paid leave banks.

If the employee voluntarily leaves employment with the Department (i.e leave for other employment, relocation or retirement) the employee will reimburse the Department for the Department funds expended and as listed above, including any paid-time off granted by the Department which was not deducted from the individual’s paid leave banks, in accordance with the below pro rata reimbursement

**ADDENDUM I**  
**PERMISSIBLE USES OF SICK LEAVE**

Employees are entitled to use paid sick time under Article 18.2 of this Agreement for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of a mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee is unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate accrued sick leave to another City employee as allowed under City Policy.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or family member presents a health risk to others.

**ADDENDUM II**  
**MANDATORY OVERTIME SHIFT COVERAGE ROSTER**

Pass	Name	Mandatory Date Worked	Mandatory Date Worked	Mandatory Date Worked	Mandatory Date Worked
	Trevor Hubbard				
	Wyatt Cunningham				
	Benjamin Blackwell				
	Kyle Wattenburg				
	Cristopher Berthelsen				
	Luke Lucero				
	Brian Jobin				
	Dustin Alam				
	Jerid Ployhar				
	Steve Hogge				
	Robert Tibbetts				
	James Petty				
	Merle Laci				



schedule based on the date the individual enters into this agreement or the date of the last reimbursement, whichever is later. The employee can elect to have the portion, if any, attributable to paid-time off granted by the Department which was not previously deducted from the individual's paid leave banks, to be deducted from their available accrued leave banks, excluding sick time.

Pro rata reimbursement options:

- (A) 100 percent of the funds if the individual leaves their employment with the Department within 24 months.
- (B) 66 percent of the funds if the individual leaves their employment with the Department more than 24 months but less than 36 months.
- (C) 33 percent of the funds if the individual leaves their employment with the Department more than 36 months but less than 48 months.
- (D) Waived if the individual remains employed by the Department for more than 48 months.


Prior to entering the program, the employee will sign a letter of agreement agreeing to the above terms as well as the terms of successful course completion, licensure, and reimbursement.

#### **ARTICLE 24 – TERM OF AGREEMENT**

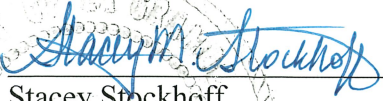
This Agreement shall be effective as of June 21, 2023, and shall remain in effect until June 20, 2026. This Agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor Agreement by December 31, 2022. Upon notification the parties will meet and begin the negotiation process not later than the March 1<sup>st</sup> prior to the expiration of the current Agreement. The parties may deviate from this bargaining schedule by mutual agreement. The terms of this Agreement shall only apply to those employees employed on the effective date of the Agreement and thereafter.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this Third day of May, 2023.


For the City:

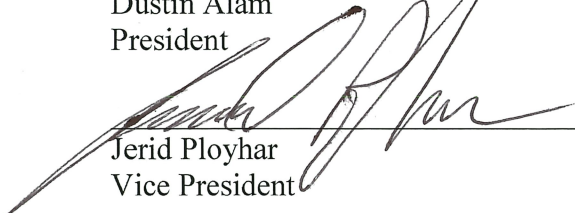
  
\_\_\_\_\_  
Robert A. Strobe  
City Manager

Attest:

  
\_\_\_\_\_  
Stacey Stockhoff  
City Recorder

For IAFF Local 924:

  
\_\_\_\_\_  
Dustin Alam  
President

  
\_\_\_\_\_  
Jerid Ployhar  
Vice President