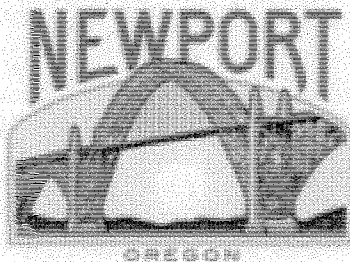


2011 to 2014

AGREEMENT

BETWEEN

CITY OF NEWPORT, OREGON



AND

NEWPORT PROFESSIONAL FIRE FIGHTERS

LOCAL 4619



Preamble
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PREAMBLE

This Agreement, entered into by the City of Newport, Oregon, hereinafter called the "City," and the Newport Professional Fire Fighters, Local 4619, hereinafter called the "Union", as its purpose, sets forth the full and complete agreement between the City and the Union.

In all instances, this contract between the City and the Union shall take precedence over conflicting rules and regulations. Refer to the Newport City Employee Handbook for any rules or regulations not addressed in this Agreement.

ARTICLE 1 – RECOGNITION

The bargaining unit shall consist of all full-time, paid Fire Department employees working for the City of Newport except for temporary, seasonal, supervisory, clerical, and confidential employees. The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in the Public Employee Collective Bargaining Act (PECBA).

In the event that the City intends to create a new job classification, which is properly within the bargaining unit, it shall provide a copy of the job description to the Union and establish a temporary salary rate. The Agreement will then be subject to reopening to include only such new classification under the scope of this Agreement. The City shall not be precluded from filling the position during the period of negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitations, the rights, in accordance with its sole and exclusive judgment and discretion:

- A. to direct and supervise all operations and functions;
- B. to manage and direct the work force; including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work;
- C. to close or liquidate an office, branch, operation, department or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons;
- D. to hire, promote and retain employees;
- E. to determine schedules of work;
- F. to determine the need for a reduction or an increase in the work force;
- G. to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, uniforms, appearance, methods, procedures, and equipment;
- H. to determine the need for additional education courses, training programs, on-the-job training, and cross training.
- I. to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards.
- J. to assign employees to duties for periods to be determined by the City.
- K. management is defined as Fire Department Management. At no time will volunteers supervise or oversee any employees, except in emergency situations.

Utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion and not subject to the grievance procedure or negotiation, unless the matter is a mandatory subject of bargaining as required by PECBA.

2.2 Overpayment

If the City overpays an employee for any reason or provides benefits for an employee that the employee was not entitled to the City may recover the amount of the overpayment or the cost of benefits that the employee was not eligible for by deducting the amount of overpayment or unearned benefits from the employees pay. The deductions shall not exceed 25% of the employees pay for any period. The City and the employee may agree to a repayment schedule. In

the absence of a repayment schedule agreement, the City may deduct pay as provided for in this section.

2.3 Underpayment

If the City underpays an employee for any reason, the employee shall be contacted and the error shall be corrected and employee compensated within two (2) business days.

ARTICLE 3 – GENERAL PROVISIONS

3.1 Seniority

Seniority shall be defined as the total length of continuous employment within the bargaining unit of the City of Newport.

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 retired;
- e) Leave of absence, more than one hundred and eighty (180) calendar days without pay;
- f) Layoff of more than two (2) years.

If, for any reason, in the judgment of the city, there is a reduction in the bargaining unit workforce, employees with the least amount of bargaining unit seniority will be laid off first. The employee shall be notified in writing at least thirty (30) days prior to the effective date of such layoff. Rehiring of employees laid off will be in reverse order of layoff. In the event of layoffs, employees will have the opportunity to “bump” down to the next lower level provided they are qualified for that position and have seniority over those at that lower level.

3.2 Probationary Period

Every employee hired into the bargaining unit shall serve a probationary period of twelve (12) months. Any interruption of service, except for incidental amounts of sick or injury leave shall not be counted as part of such period. The provisions of this Article do not preclude the Union or the employee from using the grievance procedure regarding matters other than job rights. A probationary employee may be disciplined or discharged without recourse to the grievance procedure for failure to perform to departmental standards.

3.3 Probation Completion

During the twelve (12) month probation period the employee will be evaluated quarterly, and at the end of the probation, the employee's status will be determined. If the employee is not evaluated by the twelve (12) month time period, the employee will automatically be removed from probation and assume regular full time status. If the employee receives an unfavorable review during the probationary period, or has not yet completed the prescribed requirements for a promotion, the employees' probation may be extended at the discretion of the City.

3.4 Dues Check Off

Upon receipt of signed authorization by each member of the Union, the City agrees to deduct from each member's monthly paycheck the amount specified by the Union. The City agrees to remit the aggregate of the deductions monthly to be deposited directly into the union checking account.

The performance of this service by the City is at no cost to the Union.

3.5 Fair Share Payments

The parties agree that the provisions of ORS 243.650(10) and ORS 243.666, regarding fair share, shall be applied to all employees in the bargaining unit who decline membership in the Union and that the Union shall inform those employees of their obligations to pay fair share contributions.

An individual employee who does not join the Union based on bona fide religious tenets or teachings of a Church or religious body of which such employee is a member shall not be required to pay dues or fair share payments; but such an employee shall be required to pay an amount equivalent to fair share to a non-religious charity or to another charitable organization mutually agreed upon by said employee and the Union, as provided for in ORS 243.666. The employee shall furnish written proof to the City and Union that this has been done.

3.6 Promotions

Employees of the City who were previously employed within the bargaining unit and were subsequently promoted to a higher paying position not within the bargaining unit may return to the bargaining unit only if there is an open position available. Employees returning to the bargaining unit shall start out at the bottom of the seniority list.

Employees who are promoted from a position within the bargaining unit to a higher ranking position within the bargaining unit, and who do not successfully complete probation, will be returned to their previous position and retain their seniority.

3.7 Safety

The parties agree to maintain the Newport Fire Department Safety Committee and comply with OR-OSHA rules and regulations regarding safety committees.

3.8 Trade Time

Employees may trade time. Trade time will be considered time worked for FLSA purposes for the person receiving the trade.

Article 3.9 Schedule Seniority

If a position/rank has different hourly schedules, members may choose by seniority what schedule they will be assigned to.

ARTICLE 4 – PERSONNEL RECORDS

4.1 Files

Employees may inspect the contents of their personnel file, except for confidential reports from previous employers, in the presence of an authorized City representative.

4.2 Signature Requirement

No information reflecting critically upon employees shall be placed in their personnel files until the employee has had an opportunity to sign the document. The employee's signature on the document will not be an affirmation of agreement with the contents of the document.

4.3 File Purging

Upon request of the employee, written warnings shall be removed from their personnel file after three (3) years, so long as no similar written warnings or discipline occur within that time period.

ARTICLE 5 – UNION BUSINESS

5.1 Meetings

To the extent allowable by the operational requirements of the Department, Union officers participating in a grievance process and the grievred employee may be allowed time off from regular duties for the purpose of meeting with representatives of the City on grievance matters.

Also, at the discretion of the Employer and consistent with law, on duty employees may attend Union meetings while on duty, as long as it does not interfere with department business and employees are immediately available for their duties if needed.

5.2 Negotiating and Grievances

The Union shall be allowed one (1) employee to attend scheduled contract negotiations while on duty. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Union shall certify in writing the names of the employees that would attend such meetings.

5.3 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, mailing address and position for which he or she was hired.

5.4 Bulletin Boards

The City will allow the Union to maintain bulletin board space at a reasonable location approved by the Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union.

5.5 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 check off errors.

5.6 File Cabinet

The City will allow the Union to place, at its own cost, a file cabinet on City premises. Said cabinet is the property of the Union and shall be locked and accessible to Union officers. The file cabinet will be standard size and be located in the copy room at the main fire station. The Union will hold the City harmless for any negligence, not on the part of the City, for damages or breaches of security to the file cabinet.

ARTICLE 6- HOURS OF WORK

6.1 Hours of Work Defined

Hours worked shall be comprised of all the time during which an employee is necessarily required to be on the City's premises on duty or at a prescribed work place. Paid regular hours, vacation, sick, compassion, union, compensatory and jury leave are considered hours worked for purposes of calculating overtime.

6.2 Work Schedule

56 Hour Workweek

The normal hours for personnel assigned to a 56 hour workweek, will average 56 hours per week. Premium pay will be paid at a rate of 50% of the employee's hourly base rate of pay, for hours worked beyond 204.4 hour/27 day work periods under section (k) of FLSA. A 56- hour workweek schedule shall be recognized as 24 consecutive hours on duty, 24 consecutive hours off-duty, 24 consecutive hours on duty, 24 consecutive hours off-duty, 24 consecutive hours on duty, followed by 96 consecutive hours off-duty, repeated three times in a 27 day FLSA work period. Premium pay for employees assigned to the 56 hour work week will be averaged over the year and paid in equal monthly amounts each pay period.

The work schedule for employees assigned as relief personnel shall also consist of a 56 or 40 hour workweek. However, irregular shifts may be scheduled to cover vacation days. The schedule and adjustments are as determined by fire department management.

40 Hour Workweek

For personnel assigned to administrative duties such as training or fire prevention, the work schedule shall consist of a 40 hour work week, unless needed to provide back-up relief coverage.

Work schedules shall be posted for assigned personnel and shall not be changed with less than seven (7) days notice except by mutual consent.

Employees shall not work in excess of seventy two (72) consecutive hours without being followed by a rest period of twenty four (24) consecutive hours, except in a city wide emergency.

6.3 Modification of Normal Work Schedule

The work schedule for an employee may be modified, if necessary, upon request by the employee and approval by the City, to attend a training course that is approved by fire department management. The employee will receive overtime compensation for overtime according to the FLSA.

6.4 Overtime

Any work performed beyond regular scheduled hours shall be considered overtime. Over time shall be paid at one and one-half (1.5) times the hourly rate of that employee. Overtime shall be computed to the next fifteen (15) minutes.

6.5 Call Out Policy

Full time employees called back to work for reasons other than emergency calls, outside their normal work shift shall receive a minimum of two (2) hours overtime compensation. After the two (2) hour minimum, time will be rounded to the next one (1) hour.

Off-duty, full time employees may respond to emergency calls. The employee will be compensated for actual hours worked. Any resulting overtime will be rounded to the next fifteen (15) minutes.

6.6 Rates of Pay

Employees shall be compensated at a straight time rate for all regular hours worked on their normally scheduled shifts. For such work, employees shall be paid the salaries set forth in Article 13 - Compensation; hourly pay rates are used only to determine compensation for extra duty worked in excess of normally assigned shifts, and for computing overtime compensations. Hours worked in excess of normally scheduled shifts (overtime) will be compensated at one and one-half (1.5) times the normal hourly rate. Overtime shall be computed to the next fifteen (15) minutes.

6.7 Time Sheets

For each pay period employees shall submit a completed time sheet of all hours worked, including overtime, to fire department management.

6.8 Staff Meetings

Regular scheduled monthly staff meeting will be scheduled on a monthly basis to discuss operational issues of the Fire Department. Regular monthly meetings will take approximately one (1) hour and be scheduled to occur during shift change. Hours worked by employees for attendance at regular staff meetings will be handled according to section 6.8A of this agreement

- A. Regular monthly staff meetings will be scheduled to occur during shift change. At such time, the off-going shift and the on-coming shift will be expected to stay and work one-half (1/2) hour after their normal shift and the on-coming shift will be expected to begin work one-half (1/2) hour sooner than their normal shift. These employees will be paid for the actual additional time worked rounded to the next fifteen (15) minutes, at the overtime rate established in section 6.4. Employees who are on a scheduled day off are not required to attend, but attendance is encouraged. If an employee who is on a scheduled day off attends, the employee will be paid for the

actual meeting time period, rounded to the next fifteen (15) minutes, at the overtime rate as established in 6.4.

6.9 Sick Leave Coverage

For shift coverage as a result of planned or unplanned sick leave, employees shall be called in the following order.

- a. Relief employees when more than seven (7) days notice of sick leave is given.
- b. Employees assigned to a 56-Hour schedule that are on their 96 hours off cycle or employees assigned to a 40-Hour schedule that are on their 48 hours off cycle.
- c. Relief employees when less than seven (7) days notice of sick leave is given.
- d. Forced callback.

ARTICLE 7 – DISCIPLINE

7.1 Standard

No employee shall be disciplined or discharged except for just cause. Verbal warnings are not considered to be discipline and may not be protested through the grievance procedure. For the purpose of this Article, warnings and reprimands are considered to be the same as they pertain to discipline.

7.2 Probationary Employee

This article shall not apply to any employee on probation as defined in ARTICLE 3 - GENERAL PROVISIONS, 3.2 Probationary Period.

7.3 Imposition

If the City has reason to discipline an employee, he/she 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.

7.4 Due Process

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed prior to the issuance of any discipline:

- a) The employee shall be notified, in writing, of the charges or allegations that may subject him/her to discipline.
- b) The employee shall be notified, in writing, 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 his/her request, the employee will be entitled to Union and legal representation at the informal hearing.

ARTICLE 8 – GRIEVANCE

8.1 Procedure

For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause or an alleged violation of the Agreement.

Grievances must be presented within ten (10) calendar days from the occurrence of the event from which the grievance derived, the employee's knowledge thereof or when the employee should have been reasonably aware of the event leading to the grievance. The grievance shall be reduced to writing and signed by the employee or the Union and shall include a statement of the grievance and the facts upon which it is based and the section of the Agreement to which the grievance relates.

Step 1

A copy of the grievance shall be forwarded to the Fire Chief or his/her designee, who shall, within fifteen (15) calendar days of his receipt of the grievance, render a decision after meeting with the aggrieved employee and/or the Union representative. If the grievance is not resolved, the employee shall, within ten (10) calendar days of the Fire Chief's or his/her designee's, decision, proceed to Step 2.

Step 2

The grievance, along with all pertinent written information shall be submitted to the City Manager, or his/her designee. The City Manager or his/her designee, shall meet with the employee and/or the Union representative and the aggrieved employee and shall render a decision within fifteen (15) calendar days of receipt of advancement of the grievance to Step 2. If the City Manager or his/her designee's, decision does not resolve the grievance it shall be processed as outlined in Step 3 within ten (10) calendar days of the City Manager's or his/her designee's, decision.

Step 3

A list of seven (7) Oregon and Washington arbitrators shall be requested from the Employment Relations Board and the parties, beginning with the Association, shall alternately strike one (1) name until one (1) person is left.

8.2 Arbitration

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. 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 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 the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible

for compensating its own witnesses and representatives during the arbitration hearing. The parties shall share the arbitrator's fees and expenses.

8.3 Time Limits

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b) If the City at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- c) The above-mentioned time limits may be waived or modified if mutually agreed to by both parties in writing.

8.4 Termination of Grievance

A grievance may be terminated at any time upon receipt of a signed statement from the party filing the grievance that the matter has been resolved.

ARTICLE 9 – LEAVE OF ABSENCE

9.1 Without Pay

The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City, and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

While on un-paid leave the employee will not accrue benefits including paid leave accumulations. The employee may continue insurance coverage at their own expense.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City.

9.2 Compassionate Leave

Compassionate Leave is as provided for in the City of Newport Personnel Handbook. However, the time available to employees working a 56-hour week, will be up to two (2) shifts (48 hours).

ARTICLE 10 – SICK LEAVE

10.1 Accrual

40 hour employees will accrue sick leave at the rate of eight (8) hours per month; 56 hour employees will accrue sick leave at one-half shift or twelve (12) hours per month. Sick leave

may be used from the employee's initial date of hire. Sick leave may be accumulated to a total of 910 hours for 40-hour employees and 1350 hours for 56-hour employees. Sick leave must be taken for the purposes specified in section 10.2 hereof as a condition precedent to any sick leave payment.

10.2 Utilization

Employees are eligible for sick leave for the following reasons:

- Personal illness or physical disability
- To attend a dentist or physician appointment at the discretion of the Fire Chief, unless such appointment is an emergency.

An employee may utilize accrued sick leave to provide initial care for a member of the immediate family. The immediate family shall be defined as: husband, wife, domestic partner (same sex or opposite sex), children, step-children, sister, brother, mother, father, mother-in-law, father-in-law, grandfather and grandmother so long as these family members reside within the employee's household. The employer may require the employee provide a doctor's note for sick leave in excess of three continuous days. If the employee suffers any out-of-pocket expenses to obtain the doctor's note, not covered by insurance, the employer will reimburse the employee.

10.3 Integration with Worker's Compensation

Any illness or injury for which the employee receives time-loss payments under Workers' Compensation laws may either receive the time-loss payment or may submit the payments to the City and use paid leaves to equate to their normal salary. The City will pick up the first three (3) working days lost by the employee due to an on the job illness or injury without any charge against the employees accumulated sick leave. Employees receiving benefits under this section shall not accrue sick leave hours but will continue to receive benefits as provided elsewhere in this agreement.

ARTICLE 11 – HOLIDAY and VACATION LEAVE

11.1 Holiday Leave

Employees working a 40-hour week shall receive New Years Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, the second ½ of the day of Christmas Eve and 1 additional floating holiday. If Christmas falls on a Tuesday the preceding day will be a full day off.

Full time, paid Fire Department employees working a 56 hour work week will receive ten (10) hours of comp time per month in lieu of holiday leave. The number of hours shall be prorated for those employees working less than a full month. The employee may elect to receive a monthly payment instead of the comp time. The maximum comp time balance allowed will be 120 hours unless approved by the Fire Chief. Comp time above the maximum balance will be paid on the following regular paycheck.

Any payouts of comp time will be at the employees current pay rate and calculated at the 56 hour work week hourly rate.

11.2 Vacation Leave

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation accrual amounts in the first month of employment will be prorated based on the number of hours worked and will be rounded to the nearest two (2) hours. New employees will accrue vacation, but are not eligible to use it until after successfully completing the first six (6) months of employment. Upon separation from the City, an employee will be paid for any unused vacation accrual. However, if an employee terminates during the first six (6) months of employment, no vacation benefits will be paid.

The following chart sets forth the amount of vacation accrual for employees:

(40 Hour Employee)

Years of Service	Monthly Accrual	Days/Year
0 to 5 years	8.0 hours	12 days
5 to 10 years	10.0 hours	15 days
10 to 15 years	12.0 hours	18 days
15 to 20 years	15.34 hours	23 days
20+ years	16.67 hours	25 days

(56 Hour Employee)

Years of Service	Monthly Accrual	Days/Year
0 to 5 years	12.0 hours	6 shifts
5 to 10 years	14.0 hours	7 shifts
10 to 15 years	16.0 hours	8 shifts
15 to 20 years	19.34 hours	9.67 shifts
20+ years	20.67 hours	10.34 shifts

An eligible employee accrues vacation benefits for any period during actual work and/or while on paid status. This includes an injured worker who is receiving Workers' Compensation time-loss benefits. To be credited vacation benefits during partial months, the employee must work or be on the above stated paid status at least one-half of his/her assigned work hours for the month. Vacation benefits do not accrue when an employee is on unpaid status more than one-half of his/her assigned work hours for the month.

11.3 Maximum Accrual

56 hour employees may not accumulate vacation leave in excess of fifteen (15) shifts. 40 hour employees may not accumulate vacation leave in excess of thirty (30) working days. Although an employee's accrual may exceed this amount during the year, the maximum accrual amount is the amount that can be carried over from one calendar year to the next without written permission of the City Manager or designee. The City, at its discretion, may require an employee to use vacation leave prior to maximum accrual. Or the City, at its discretion, may choose to pay the employee for vacation time accrued in excess of the maximum accrual rather than allow for the carryover of vacation time over the maximum accrual, but will not pay for more than 40 hours per year for 40 hour employees and 48 hours per year for 56 hour employees. Accrual balances will be reported on the employees' monthly pay stub so they can monitor their usage.

An employee may continue to accrue time if they exceed the maximum limit because of the cancellation of the vacation by the City, and the employee is unable to reschedule the vacation time prior to the end of the year.

11.4 Scheduling Vacation Time Off

Vacation time shall be scheduled by mutual agreement between the employees and the Chief, or his/her designee, based on the efficient operating needs of the City and availability of relief. The bargaining unit shall typically be allowed one member of the assigned shift force to be off on vacation or holiday per shift, subject to relief availability, except during periods of employee illness or injury over three (3) working days. Vacation time shall be administered as follows:

- a. Employees should turn in a written vacation request at least two weeks prior to desired time off. Less than two weeks notice will not be cause for vacation denial, however granted time off will be strictly at the discretion of the Fire Chief.
- b. In December each employee will have the opportunity to sign-up for (3) three shifts of planned vacation based on seniority at the start of the vacation calendar. This is to allow members some long term vacation planning.
- c. Once each employee has had the opportunity to sign-up for the three (3) shifts of planned vacation based on their seniority, members will be allowed to request additional vacation on a first come basis at any time during the vacation calendar year.
- d. Request for vacation shall be approved or denied as per this Article in writing within one week of receipt of request. If request is denied, an employee may elect to keep the request open pending relief personnel availability or may seek to trade the shift.
- e. Bargaining unit members will be used to fill open positions only when relief personnel or qualified volunteers are not available.
- f. Vacation time may be cancelled in cases of city-wide emergencies by the City Manager.
- g. Cancellation of vacation time by the employee requires at least seven (7) days notice unless otherwise approved by management.

This article shall not preclude the City from allowing additional employees off on vacation. Bargaining unit members will be afforded the opportunity to schedule-off at least the amount of their yearly vacation accrual each calendar year.

ARTICLE 12 – INSURANCE

12.1 Medical, Dental and Vision Insurance

Effective 1-January-2013 employees will go to CIS plan HDHP-1 with HSA with \$1,500 and \$3,000 city contribution, 1-January-2014 HSA \$1,400 and \$2,700 city contribution, ODS with Ortho or Willamette Dental, VSP Vision plan, Alternative Care Rider and Preventive care benefits insurance benefits. City's contribution will be no less than 90%. The remainder shall be paid by the employee through payroll deduction.

12.2 Life Insurance

The City will contribute towards a policy for \$15,000 of life and A D & D insurance at no cost to the employee. This is in addition to the life insurance required for firefighters under ORS 243.005.

12.3 Income Protection

The City agrees to provide a long term disability insurance plan for each employee. Income protection shall be 66% of the disabled employee's salary.

12.4 Employees Ineligible for HSA

Employees who are ineligible for the HSA due to coverage under Medicare, Tricare, VA, or Indian Health Services will receive an employer contribution to an HRA VEBA account, which is shown below:

“Effective January 1, 2013, the City will move to the CIS High Deductible HealthCare Plan (HDHP/VEBA). The City will contribute 90% of the premium cost for the plan. On January 1, 2013 the City will contribute on behalf of each employee into the VEBA Account, \$1,500 per year for single coverage and \$3,000 per year for family coverage.

Effective January 1, 2014, the City will begin making quarterly contributions on behalf of each employee into the VEBA. The City will contribute \$1400 per year for single coverage and \$2700 per year for family coverage, with \$350 for single and \$675 for family payable each quarter, effective January 1, 2013.”

ARTICLE 13 – COMPENSATION

13.1 Public Employees' Retirement System

The City agrees that all Fire employees will participate in Oregon's Public Employee Retirement System (ORS Chapter 238).

The City shall “pick up” the six percent (6%) employee contribution required by PERS (Chapter 238/OPSRP Chapter 238A). In the event of the passage on any law, or court order that bars the City from making the employee's contribution to PERS, the City agrees to immediately increase the employee's base pay by six (6) percent.

13.2 Unused Sick Leave

In accordance with law and OPERS rules, the City will extend the use of accumulated unused sick leave to increase retirement benefits. This will allow accrued but unused sick leave to be converted to retirement benefits upon retirement as calculated by PERS.

13.3 Salary Schedule/Wages

Effective 1-July-2012 a 1.5% wage increase and all employees shall move up to their next step in the salary scale.

Effective 1-January-2013 a 1.5% wage increase.

Effective 1-July-2013 a 1.5% wage increase. All employees shall move up to their next step in the salary scale.

Effective 1-January-2014 a 1.5% wage increase.

13.4 Movement on the Schedule

New employees shall be hired at the first step, or at the discretion of the City, may be given whole or partial credit for prior experience, and advanced to each successive step upon the completion of twelve (12) months of continuous service in the preceding step. Denial of step increase may be authorized by the Fire Chief, provided that the employee so affected is served with written notification in advance, outlining the reasons for such action and provided with a written review every six (6) months thereafter as long as such denial remains in effect. Such decisions shall not be arbitrary or capricious on the part of the City.

13.5 Incentive Pay

The City will pay incentive pay for the following items:

+2% EMT- Intermediate and/or Paramedic

Any employee required by the City to obtain and maintain an Aircraft Rescue Fire Fighter certification shall receive an additional two (2) percent pay, effective 1-July-2011.

13.6 Travel Pay

Employees shall be paid for all time spent traveling to and from training, classes and educational opportunities that are not held at city facilities in accordance with the City Employee Handbook.

13.7 Acting in Capacity (AIC) Pay

Personnel assigned to act in a higher capacity will not be required to exercise all of the supervisory functions related to discipline.

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

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

ARTICLE 14 – SAVINGS CLAUSE

14.1 Savings Clause

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section or portion thereof. This Agreement is subject to amendment,

alteration or addition only by subsequent written agreement between and executed by the City and Union where mutually agreeable.

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEE

The Union and the City agree to form a joint labor-management committee. This committee shall be composed of a Union representation team and City Representation. The labor-management team shall meet quarterly to discuss and listen to each other on matters related to labor-management concerns unless both parties agree not to meet.

ARTICLE 16 - UNIFORMS

16.1 Uniform Replacement

If the City determines the need for and requires that an employee wear a uniform, such uniform shall be provided by the City at City expense. When an employee believes that a uniform is worn beyond repair, he/she shall bring it to the attention of the City. If the City agrees, the uniform or part thereof shall be replaced at City expense. All uniforms shall at all times remain City property. Nothing in this Article or any part of the Agreement shall be construed to imply that the City does not have the sole authority to determine who is to wear uniforms.

16.2 Protective Equipment

The City solely shall determine the final need for protective equipment. If the City requires the possession and use of protective clothing, such protective equipment and clothing shall be provided by the City at City expense. Such protective equipment shall remain the property of the City at all times. An employee who discovers defective protective equipment shall bring it to the attention of the City. If an employee notifies the city of defective protective equipment and it is not replaced or repaired the employee may not be removed or have their hours decreased due to the lack of protective equipment.

16.3 Uniform Standards

The City will provide bargaining unit employees with all required uniforms, protective clothing and equipment, which meet NFPA standards.

16.4 Uniform Items and Quantity

Class B shirts – 5
Uniform pants – 5
Job Shirt/Sweat Shirt – 4
Belt – 2
Duty/Uniform Boots – 2
Jacket – 1
Complete set of Turnouts – 1

ARTICLE 17 – PHYSICAL FITNESS AND EXERCISE

17.1 Workout/Exercise Time

Employees will be provided with family membership to the city recreation center and pool.

ARTICLE 18 – STATION REASSIGNMENT

The City shall provide appropriate compensation at a fixed time frame of thirty (30) minutes for station transfers. The following conditions must be met before this compensation is approved.

1. Station transfer not directly related to trade shifts.
2. That such station transfer occurs outside of the individual's assigned duty hours.
3. That station transfers are approved by Fire department management.
4. Less than 24 hours notice of station transfer.

ARTICLE 19 – UNION LEAVE

Members of the bargaining unit will be allowed paid leave time for official Union business related to negotiating and enforcing this agreement. Such leave shall require seven (7) days notice and shall be limited to a total of seventy two (72) hours annually for the unit.

ARTICLE 20 – TERM OF AGREEMENT

20.1 Term

This agreement shall be effective upon execution, unless specifically provided otherwise, and shall remain in effect through June 30, 2014. This Agreement shall automatically be renewed from year to year thereafter, unless by January 1st of the expiring year of the Agreement either party gives written notice to the other of their intent to negotiate a successor Agreement.

20.2 Wage Opener

~~June 30 2013 article 13.3 will be opened for negotiations.~~

20.3 Insurance Opener

June-30-2012 article 12 Insurance will be opened for negotiations.

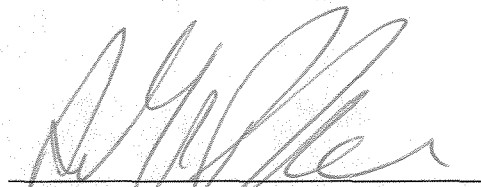
EXECUTION OF AGREEMENT

This Agreement is executed on this the _____ day of _____ by the undersigned:

CITY OF NEWPORT

IAFF LOCAL 4619

 1-31-13
Jim Voetberg, City Manager

 31-JAN-2013
Andrew Parker, President

Appendix A: Seniority Chart

This is to be used for all situations in which seniority may be used to make a decision that affects employees.

Starting with most senior employee:

- 1 Richard Giles
- 2 Todd Butterfield
- 3 Tracy Cole
- 4 Bert Johnson
- 5 Stacy Mathis
- 6 Andy Parker
- 7 Chris Rampley
- 8 Doyle Helmricks
- 9 Tom Jackson

As employees are added to staff then they will be placed at the bottom of the list in the order they were hired. Employees hired at the same time will be placed on the list as they were ranked in the hiring process. Employees that have a change in status that takes them off the list will be removed and the remaining employees will be moved up in order to replace the employee above them.

Appendix B: Wage Scale

Firefighter:	Step-1	Step-2	Step-3	Step-4	Step-5
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	3424	3544	3668	3796	3929
Engineer:	Step-1 3804	Step-2 3937	Step-3 4075	Step-4 4218	Step-5 4365
	Step-6 4518	Step-7 4676	Step-8 4840	Step-9 5009	
Captain:	Step-1 5112	Step-2 5291	Step-3 5476	Step-4 5668	Step-5 5866

Effective August 1, 2011