# 2017 to 2020

AGREEMENT

## BETWEEN

# CITY OF NEWPORT, OREGON



## AND

## NEWPORT PROFESSIONAL FIRE FIGHTERS

## LOCAL 4619



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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**

#### **1.1 Represented Positions**

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 agent for all employees in the bargaining unit as provided in the Public Employee Collective Bargaining Act (PECBA). The President of the Union or his/her designee is recognized as the sole and exclusive agent for the Union. The City Manager or his/her designee is recognized as the sole and exclusive agent for the City of Newport. The Union President and the City Manager, or their designees are the authorized signatories for any and all changes, additions or deletions to any contract article or partial article.

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.

#### **1.2 Bargaining Unit Work**

At least two (2) bargaining unit personal will be on duty. This does not limit the City from having more personal (for example, volunteers or temporary employees) on duty in addition to the minimum number of bargaining unit personal and is addressed below, under section 2.1 Management Rights. Incident response will follow Newport Fire Department SOP 4.1.21 dated 12-17-2015, See Newport Fire Department SOP 4.1.21 in appendix C.

An exception to the minimum of at least two bargaining unit personnel on duty is allowed in the event a bargaining unit personnel scheduled to work is on leave under the FMLA/OFLA or an on the job injury. In the event that a bargaining unit employee covered under this agreement is on leave under the FMLA/OFLA or an on the job injury, that position may be covered by a qualified temporary employee. This will be on a case by case basis. This City will notify the Union in contingent on the bargaining unit member being allowed the FMLA/OFLA leave or if the employee is on leave for a City covered on the job injury.

#### **1.3 Temporary Employees**

Temporary employees will only be used to fill a bargaining unit position as an addition to the minimum staffing and only when a bargaining unit member is out on extended leave longer than 90 days.

## **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 in the incident Command System.

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 more than five (5) percent of their regular gross monthly salary for any reason, the employee shall be contacted and the error shall be corrected and

employee compensated no later than seven (7) business days after the notification. If the underpayment is five (5) percent or less of their regular gross monthly salary then the underpayment will be paid on their next paycheck as long as the underpayment is brought to the attention of the City on or before the twenty-first (21) of the month. If the underpayment is brought to the attention of the City on the twenty-second (22) of the month, or after, the underpayment amount will be paid with the following month's paycheck.

## **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

- A. Employees may trade time. Trade time will be considered time worked for FLSA purposes for the person receiving the trade, and not the employee actually working the trade day. The employee actually working the trade day is responsible for insuring they are present for duty. Any utilization of sick or vacation leave will be charged to the employee expected to be working the trade day.
- B. Requests for trade days are subject to approval by the Fire Chief or designee and shall be submitted on a city request form. The request shall contain the following:
  - 1. Filing date of the request;
  - 2. Name and signature of both parties involved in the trade;
  - 3. Date of the initial trade day;

- 4. Date of the reciprocal trade day, if known.
- When the reciprocal trade day is determined, a second form will be submitted identifying the date of the reciprocal trade day.
- C. Employees working the trade day must be qualified to cover the shift; trades will not be approved where an employee is not qualified to cover the shift.

#### 3.9 Schedule Seniority

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

#### 3.10 Temporary Promotion to a Non-Represented Position

If mutually agreed upon, an employee may be temporarily assigned to a non-represented position (i.e. AIC Assistant Chief or AIC Fire Chief) a period not to exceed six (6) months. If they return to their bargaining unit position within six (6) months they will be returned to their previous position and retain their seniority. Only one (1) employee at a time may be temporarily assigned to a position outside of the bargaining unit. The employee will remain a member of the bargaining unit and will not have management responsibilities. Employees temporarily assigned to a non-represented position shall not be counted as minimum staffing as referenced in Article 1.2. They will have the operational authority of the position. The City agrees to pay the amount equal to their union dues to the union for the period of the appointment.

## **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. Only one employment file will be kept on each employee. Those files will be stored in the Human Resources department at City hall. Records kept at the Fire Hall are not considered part of the employment file.

#### 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. Documented verbal warnings shall be removed from the personal file after one (1) year.

## **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 grieved 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 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

Employees can choose their schedule as covered in Article 3.9 Schedule Seniority.

#### 56 Hour Workweek

The normal hours for personnel working 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 48 consecutive hours on duty, followed by 96 consecutive hours off-duty. Shift change will take place at 0800 hours. Premium pay for employees working a 56 hour work week will be averaged over the year and paid in equal monthly amounts each pay period.

The work schedule for employees working as relief personnel shall 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 fourteen (14) 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 the following cases:

- 1. A city declared emergency.
- 2. A late running call at the end of a seventy-two (72) hour shift, calls for service and meetings.
- 3. A state declared Conflagration call-out.
- 4. When mutually agreed upon by management and employee.

#### Vacation/Sick Leave/ Compensation Time Conversion

When an employee transfers from a forty (40) hour to a fifty-six (56) hour schedule, the employee's existing vacation, sick leave and compensation time balances shall be multiplied by 1.4 and benefits thereafter will be accrued and used on the fifty-six (56) hour basis. When an employee is transferred from a fifty-six (56) hour to a forty (40) hour schedule, the employee's existing vacation, sick leave and compensation time balances shall be multiplied by 0.7 and benefits will thereafter be accrued and used on the forty (40) hour basis.

#### 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 for emergency calls employees will receive a minimum of thirty (30) minutes of pay rounded to the next fifteen (15) minutes thereafter.

#### 6.6 Time Sheets

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

#### 6.7 Staff Meetings

Regular scheduled monthly staff meeting may be scheduled to discuss operational issues of the Fire Department.

#### 6.8 Sick Leave and Vacation Coverage

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

- a. Relief employees when more than fourteen (14) days' notice of sick leave is given.
- b. Employees working a 56-Hour schedule that are on their 96 hours off cycle that is not adjacent to shift needing coverage has first right of refusal. Followed by the other 56-hour employees or employees working 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 or vacation is given.
- d. Forced callback (this must be coordinated by the Fire Chief or the Assistant Chief).

#### 6.9 Relief

When the number of bargaining unit line employees are not at levels evenly divisible by three (3) such as (9, 12, 15, 18, 21, etc.), then the City may assign the employees that are above the number divisible by three (3) to be used in the relief capacity.

## **ARTICLE 7 – DISCIPLINE**

#### 7.1 Standard

No employee shall be disciplined or discharged except for just cause. For the purpose of this Article, verbal and written warnings and reprimands in addition to other forms of discipline are considered disciplinary action. The City reserves the right, at its sole discretion, to discipline in the manner and form in which it feels is the most appropriate.

#### 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, the following procedural due process shall be followed prior to the issuance of any discipline:

- a) The employee shall be notified within thirty (30) days of the charges/allegations or Management's knowledge of the charges/allegations, whichever is later. The employee shall be notified in writing or electronically, of the charges or allegations that may subject him/her to discipline.
- b) The employee shall be notified, in writing or electronically, 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/or legal representation no matter where the employee is in the disciplinary process. The employee will be given a minimum of 24 hours' notice of the scheduling of any meeting that could lead to a disciplinary action.
- e) Union representation will be decided on by the Union. At no time will the City designate any member of the bargaining unit to represent employees.
- f) Any discipline shall occur within sixty (60) days of the employee being notified. The Union and the City shall mutually agree to any extension request. The extension shall not be unreasonably denied.

## **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 fifteen (15) 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 ten (10) calendar days of his receipt of the grievance schedule a meeting within thirty (30) days with the aggrieved employee and/or the union representative unless mutually agreed upon by both parties. The Fire Chief or his/her designee will then render a decision not later than seven (7) calendar days after the meeting. If the grievance is not resolved, the employee shall, within fifteen (15) 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 schedule a meeting within thirty (30) days with the employee and/or the Union representative and the aggrieved employee and shall render a decision within ten (10) calendar days of receipt of advancement of the grievance to Step 2 unless mutually agreed upon by both parties. The City Manager or his/her designee will then render a decision no later than seven (7) calendar days after the meeting. 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 fifteen (15) calendar days of the City Manager's or his/her designee's, decision.

### <u>Step 3</u>

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 Bereavement Leave

Bereavement 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). The leave must be taken a full (24 hour) shift at a time. The two shifts, however, do not need to be contiguous.

## **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 three quarters of a shift or eighteen (18) 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 960 hours for 40-hour employees and 1500 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.

Upon retirement from the City, a PERS employee hired prior to August 29, 2003 will have all of their accumulated unused sick leave up to 910 hours for a 40 hour employee and 1350 hours for a 56 hour employee, reported to PERS for enhanced retirement benefit. This benefit may only be utilized to the extent permitted by law and the PERS statutes and administrative rules. Employees hired on or after August 29, 2003, as members of the Oregon Public Service Retirement Plan (OPSRP), cannot use accumulated unused sick leave for enhanced retirement benefit.

The City will credit an additional 192 hours of sick leave to each employee's sick leave bank, not to exceed 1500 hours for employees working a 56-hour schedule. The City will credit an additional 96 hours of sick leave to each employee's sick leave bank, not to exceed 960 hours, for each employee working a 40-hour schedule. This one-time credit is effective on December 1, 2017.

#### **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. An employee needing to miss work due to illness or injury shall notify the on-duty captain. If the on-duty captain is not available, the employee should contact the Chief or Assistant Chief. If the position needs to be filled, the procedure outlined in Article 6.8 (Sick and Vacation Leave Coverage) shall be used.

#### **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.

#### **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 + 5	0.0.1.	12 1
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 Employed)		
<b>(56 Hour Employee)</b> Years of Service	Monthly Accrual	Days/Year
· · · · ·	Monthly Accrual 14.0 hours	Days/Year 7 shifts
Years of Service	•	•
Years of Service 0 to 5 years	14.0 hours	7 shifts
Years of Service 0 to 5 years 5 to 10 years	14.0 hours 16.0 hours	7 shifts 8 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 timeloss 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 eighteen (18) shifts. 40 hour employees may not accumulate vacation leave in excess of forty (40) 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 in cases of approved FMLA/OFLA leaves of absence. 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 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.
- 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.

#### 11.5 Comp. Time

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 240 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. Comp time pay out requests must be submitted with your time sheets.

If the employee changes from a 56-hour to 40-hour or 40-hour to 56-hour the comp time will be either converted to the new rate or completely paid out. The option will be at the decision of the employee.

## **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 Health Coverage

Benefits shall be provided to eligible employees, their spouses/domestic partners (same-sex domestic partners only) and their dependents in accordance with current CIS policy.

## **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).

OPSRP PERS employees will have paid time off counted toward their PERS retirement. 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 form 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-2017 a 2% wage increase. Effective 1-July-2018 a 2% wage increase. Effective 1-July-2019 a 2% 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% Advanced EMT

+3% Intermediate EMT
+6% Paramedic
+6% Training Pay
+3% EMS Coordinator
+2% Technical Rescue Pay

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

Any employee assigned to Fire Prevention duties in addition to their regular duties as a line position (Firefighter, Engineer or Captain) will receive an additional three percent (3%). When Fire Prevention duties take the place of the regular assigned duties then the additional duty pay will not apply.

However, in no case shall combined incentive pay exceed a total of eight percent (8%) per employee.

#### 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.

#### 13.7 Acting in Capacity (AIC) Pay

Personnel assigned to act in a higher capacity will not be required to exercise all of the management functions related to discipline. No assignment will be longer than 120 days unless mutually agreed upon by both parties.

Personnel who are assigned to work in a classification higher than their own shall receive an additional five (5%) percent of their regular base wage for each higher classification higher than their own. A Captain's position needing to be covered will pay ten (10%) percent above the regular base wage of any employee covering the position beyond the first four shifts.

"Assigned" as used in this Article means filling of a position as required by the Department. Bargaining unit employees will not be used to cover positions outside the bargaining unit unless as specified in 3.10.

Employees will not be held responsible for any duties or responsibilities outside the bargaining unit unless that employee has been temporarily assigned to a position outside the bargaining unit.

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.

#### 13.8 State Wide Emergency Mobilization

Personnel deployed on State Wide Emergency Mobilization shall receive pay rates for the position that they fulfill during deployment or their normal pay rate, whichever is higher.

## **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 continue the 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 be 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 replace 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 – 4 Uniform pants – 5 Job Shirt/Sweat Shirt – 4 Belt – 2 Duty/Uniform Boots – 2 Jacket – 1 Complete set of Turnouts -2SCBA Mask with eye prescription insert -1T-Shirt -6

## **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 collectively allowed paid leave time for official Union business related to this agreement. Such leave shall be limited to a total of ninety six (96) hours annually for the unit. Union leave requests and approvals must be approved by Management and the Union and used for business that is related to the City of Newport Fire Department.

## **ARTICLE 20 – MISCELLANEOUS**

#### **20.1 Performance Appraisal**

Employees who have their performance review and evaluation will have the same format used as the rest of the employees. A copy of the appraisal outline will be provided to the Union before it is used.

#### 20.2 Outside Employment

Outside employment that creates a conflict of interest is prohibited. Employees are prohibited from receiving any income or material gain from individuals or organizations outside the City for materials produced or rendered while performing their jobs for the City.

#### 20.3 Cell Phones

The City will compensate employees for using their personal cellular telephones for work related business while on duty. If a smart phone is required by the City, reimbursement up to fifty (50) dollars a month will be provided for smart phones/data base plan and twenty five (25) dollars a month for dumb phones/cell phones without data plans. This is to help offset the additional costs to their phone bills due to the increased usage. This does not allow the City any access to the employee's personal usage of phone or records of personal phone usage. This includes but is not limited to phone calls, text messages, special applications and online activity such as emails or any other online related items. Personal communication devises are subject to Oregon public records law (ORS 192.001-990) which requires retention and disclosure of communications relating to departmental and city business. In the event of a public records request, those records

relating to the request will be provided by the employee as requires by the Oregon Public Records Law.

Under the Oregon public records law, if requestor is unsatisfied that all records have been released, the law provides a review process: all records (personal and public) may be reviewed by the Lincoln county district attorney of Lincoln county circuit court judge and a decision rendered regarding the appropriate disclosure.

Reasonable out-of-pocket costs incurred by the employee will be reimbursed by the employer.

#### **20.4 Leave Donation**

Employees will be allowed to voluntarily donate up to eighty (80) hours of vacation or compensation time leave subject to the following conditions:

Employees on a 40-hour work shift 40 hours = 40 hours 80 hours = 80 hours Employees on a 56-hour work shift 40 hours = 56 hours 80 hours = 112 hours

#### 20.5 Liability Insurance

The City will maintain liability insurance coverage to protect the city and city employees within the course and scope of the duties as city employees in the amount of \$15MM annual aggregate limit, subject to a \$5MM per occurrence limit for general liability coverage.

#### 20.6 SOPs & SOGs

The City will provide each employee with current version of adopted existing SOP's and SOG's. An electronic copy will also be placed online via the City web site and updated as any changes are made. New SOP's & SOG's drafts will be sent out to employees for review and posted for no less than 30 days before they are to be implemented. SOP's or SOG's that are subject to mandatory bargaining, the Union has the right to bargain the impact of the SOP or SOG. Following the thirty (30) day review period, the Chief will send out a final approved version of the SOP's & SOG's electronically to employees.

#### 20.7 Residency

To provide prompt response to our community in emergency situations all employees must reside within thirty (30) road miles of a Newport Fire Station unless approved by the City Manager or their designee. This article only applies to employees hired after 07/01/2017.

## **ARTICLE 21 – TERM OF AGREEMENT**

#### 21.1 Term

This agreement shall be effective upon execution, unless specifically provided otherwise, and shall remain in effect through June 30, 2020. 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.

## **EXECUTION OF AGREEMENT**

This Agreement is executed on this the December 14, 2017 by the undersigned:

CITY OF NEWPORT

IAFF LOCAL 4619

Spencer Nebel, City Manager

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

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**

(July-1-2017)					
Firefighter:	Step-1	Step-2	Step-3	Step-4	Step-5
	\$4,193	\$4,338	\$4,490	\$4,646	\$4,810
Engineer:	Step-1	Step-2	Step-3	Step-4	Step-5
	\$4,990	\$5,163	\$5,345	\$5,531	\$5,725
Captain:	Step-1	Step-2	Step-3	Step-4	Step-5
	\$5,844	\$6,049	\$6,260	\$6,479	\$6,705

## **Appendix C: Newport Fire Department SOP 4.1.21**

#### 4.1.21 - Emergency Incident Response (Dated 12-17-2015)

In responding to emergencies, our safety should always be our first goal. Next in priority is to have the right personal and resources in route to deal with the call at hand. Lastly we want to use our resources efficiently and be able to respond to the next call for service.

Newport Fire Department will follow the following guideline for all calls for service. As always the final judgement for response will be with the Captain on duty unless specifically changed by a Chief Officer.

- 1. No personnel will be on a scene by themselves except for certain non-emergency situations, such as a burn complaint or to check a smoke detector. Personnel may respond to a call by themselves however, there should be another person responding to the same incident. Discretion may be used in the case of cardiac arrest where it is known that other resources are farther away.
- 2. The on duty crew will only be allowed to leave a crew member behind if the crew is made up of a Captain and two Engineers. If the third crew member is a firefighter, the Captain must take that member with them.
- 3. It shall be the goal to have at least two people in an apparatus when responding to a call for service. This is increases safety because you have more than one person watching the road. Also, when showing up on scene, work can begin quicker.

This will be reviewed if staffing levels or staffing deployment changes.

## **Appendix D: Insurance Information**

#### CIS Employee Benefits Program

Summary of High Deductible Health Plan (HDHP) with HSA Options (Effective 08-01-2011)

Inmail maximum benefit ingie and family deublible per calendar year he single coverage deductible apglies when an individual is enrolled whoto dependens. The family coverage deductible applies when an idvidual and one or more dependents are enrolled. Proor to benefits being add, the entire family deductible must be met. Torolder Network. Vio-of poolet maximum you pay each calendar year including deductible he single coverage maximum applies when an individual is enrolled thord dependents. The family coverage maximum applies when an idvidual and one or more dependents are enrolled. Mer this amount is met each calendar year, the plan pays.	Single Deductible Family Deductible	2000.000 \$1,500 \$3,000 pating Network	Single Deductible Family Deductible	\$2,500	
ingle and family deductible per calendar year he single overlage deductible applies when an individual is enrolled -thout operations. The family coverage deductible applies when an all, the entire family deductible must be met. For the bandles of the single overlage and the single overlage Nut-of-poolet maximum yolu pay each calendar year including deductible he single overlage maximum applies when an individual is enrolled -thout operations. The family coverage maximum applies when an all vidual and one or more dependents are enrolled.	Single Deductible Family Deductible Partici	\$1,500 \$3,000	Single Deductible Family Deductible	\$2,500	
he single overage deductible applies when an individual is enrolled whou dependents. The family overage deductible applies when an dividual and one or more dependents are enrolled. Prior to benefits being adu, the entire family deductible must be met. <b>Toroider Heavork</b> Mu-of-pocket maximum you pay each calendar year including deductible the single overage maximum applies when an individual is enrolled whou and one one dependents are enrolled.	Family Deductible Partici	\$3,000	Family Deductible		
whou's operations. The family coverage deductible applies when an add, the entire family deductible must be met. For other thermal and the second s	Partici		4		
dividual and one or more dependents are enrolled. Prior to benefits being adu the entire family deductible must be met. Trovider Network Mu-of-pocket maximum you pay each calendar year including deductible the single coverage maximum applies when an individual is enrolled ultitud and one or more dependents are enrolled.	Partici		4		
aid, the entire family deductible must be met. trovider Network Und-pooket maximum you pay each calendar year including deductible he single coverage maximum applies when an individual is enrolled (throut dependents). The family coverage maximum applies when an dividual and one or more dependents are enrolled.	Partici		4		
Trovider Network but-of-pocket maximum you pay each calendar year including deductible he single coverage maximum applies when an individual is enrolled ultidual and one or more dependents are enrolled.		pating Network	Participati	\$4,000	
Nt-of-pocket maximum you pay each calendar year including deductible he single coverage maximum applies when an individual is enrolled indous dependents. The family overage maximum applies when an idividual and one or more dependents are enrolled.		pading network		ng Network	
he single coverage maximum applies when an individual is enrolled ithout dependents. The family coverage maximum applies when an idividual and one or more dependents are enrolled.	Single Coverage				
/ithout dependents. The family coverage maximum applies when an idividual and one or more dependents are enrolled.	Single Coverage	\$2.300		\$3.300	
/ithout dependents. The family coverage maximum applies when an idividual and one or more dependents are enrolled.		\$2,300	Single Coverage	\$5,500	
fter this amount is met each calendar year, the plan pays	Family Coverage	\$5.050	Family Coverage	\$6.050	
fter this amount is met each calendar year, the plan pays			, ,		
		100%		0%	
	In-Network Benefit	Out-of-Network Benefit	In-Network Benefit	Out-of-Network Benefit	
	Category 1 & 2	Category 3	Category 1 & 2	Category 3	
eventive Care Services (See schedule on back)		aived – The Plan Pays	Deductible Waive		
creening for women including Pap and mammogram	100%	60%	100%	60%	
Vell-baby care	100%	60%	100%	60%	
outine physical exams including related lab and X-ray	100%	60%	100%	60%	
toutine immunizations through age 17	100%	100%	100%	100%	
toutine immunizations age 18+	100%	60%	100%	60%	
ofessional Services	After Deduct	tible – The Plan Pays	After Deductible	– The Plan Pays	
fice visits including mental health/chemical dependency	80%	60%	80%	60%	
agnostic radiology and lab	80%	60%	80%	60%	
herapeutic injections including allergy shots	80%	60%	80%	60%	
laternity care	80%	60%	80%	60%	
urgery	80%	60%	80%	60%	
hiropractic care	N	lot Covered	Not Covered		
ospital Services	After Deduct	tible – The Plan Pays	After Deductible – The Plan Pays		
patient stay including maternity, mental health , chemical dependency and	80%	60%	80%	60%	
ehabilitation					
Outpatient surgery	80%	60%	80%	60%	
killed nursing facility care	80%	60%	80%	60%	
mergency room care		80%	80%		
her Services	After Deduct	tible – The Plan Pays	After Deductible – The Plan Pays		
mbulance (to nearest hospital as medically indicated)		80%	80		
Rehabilitation including occupational, speech, and physical therapy	80%	60%	80%	60%	
lome health care	80%	60%	80%	60%	
ospice (as medically indicated by physician's orders, no limit)	80%	60%	80%	60%	
Jurable medical equipment and supplies	80%	60%	80%	60%	
escription Medications		You Pay		Pay	
eductible per calendar year	Deductible co	mbined with medical	Deductible combin		
Seneric medication	20%		20%		
referred medication		20%	20%		
lon-preferred medication	20%		20%		
fail order prescriptions (90-day supply)	20%		201		
Out-of-pocket maximum per person each calendar year	Out-of-pocket maximum combined with medical		Out-of-pocket maximum	combined with medical	
eneral Limitations					
	Inpatient rehabilitation	Unlimited	Inpatient rehabilitation	Unimited	
	> Ambulance	No mile or dollar limit	> Ambulance	No mile or dollar limit	
limitations, and exclusions that apply	<ul> <li>Outpatient rehabilitation</li> </ul>	77 visits per calendar year	<ul> <li>Outpatient rehabilitation</li> </ul>	77 visits per calendar year	
	<ul> <li>Home health care</li> <li>Pharmacy purchased medication</li> </ul>	130 visits per calendar year 90-day supply	<ul> <li>Home health care</li> <li>Pharmacy purchased medication</li> </ul>	130 visits per calendar year 90-day supply	

This is a brief summary comparison of plans. Any errors or omissions are unintentional. Once enrolled, employees can view the Plan Booklet online at the claims administrator's Web site, www.myregence.co

	Preven	tive Care Benefits*		
Benefit Features				
Immunizations				
Children and Adults	As recommended by the C	DC		
Well-Baby Care				
Routine visits				
Routine Physical Exam (Including	ng related lab and X-ray)			
Includes colonoscopies	· "			
Includes prostate screening				
Women's Exam				
Routine examinations				
Mammograms				
*in accordance with age limits and	frequency guidelines according	to and as recommended	t by the USPSTF, CDC, or HRS	SA. For a list of services
and supplies covered under this b	enefit, go to www.myregence.co	m. From there, select "M	ly Navigator", then "Benefits", t	then "Preventive Care".
	Alter	native Care Rider		
Benefit Features				
	In-Network Prov	Ider Benefit	Out-Of-Network F	Provider Benefit
	Category	182	Cateo	ory 3
Chiropractic, Naturopath, and	80% after de	ductible	60% after c	deductible
Acupuncture	Maximum allowance \$1,000 per	person per calendar year	Maximum allowance \$1,000 p	er person per calendar year
Provider Network: Preferred Prov	iders are paid under Category 1	Participating Providers	are paid under Category 2. No	n-Participating Providers
are paid under Category 3.				
	Vision Benefits Rider - o			
Benefit Features		VS	P Plan	
	Participating P	Provider	Non-Participati	Ing Provider
Eve Exam	100%		100% up	to \$71
Lens - Standard	100%		100 % 00	
Single	100%		100% up	10 551
Bifocal	100%		100% up	
Trifocal	100%			
			100% up t	
Lenticular	100%		100% up t	
Contacts	100% up to \$166 (in lieu o		100% up to \$166 (In lieu	
Frames	100% up to	\$120	100% up	to \$66
	Oregon	Dental Service (OD)	S)	
Benefit Features	Plan II	Plan III	Plan IV	Plan V
Maximum benefit per calendar yea		\$1,500	\$1,500	\$2,000
Maximum benefit per calendar yea	a \$1,500	\$1,500		
Deductible per calendar year	None	None	\$25 per person	\$25 per person
			(maximum 3 per family)	(maximum 3 per family)
Basic Services				
Exams, cleanings, fluoride, fillings,	X-			
rays, simple extractions, root cana	70%/80%/90%/100%1	70%/80%/90%/100%	80%	80%2
therapy, and periodontal treatment				
Prosthetics				
Dentures, bridges, inlavs, crowns	50%	70%/80%/90%/100%	50%	50%
Orthodontia Services - Available				
Orthodontic treatment	when an areman operate when			
			me maximum of \$1,000	
	alendar year only if a dentist is		r covered services.	
* Exams, cleanings, fluoride, ar	nd x-rays covered 100% (No de	auctible).		
	Wi	lamette Dental		
Benefit Features		and a second		
	-		No. or an and second second	
Maximum benefit per calendar yea		No annual maximum		
Deductible per calendar year None				
Basic Services				
Exams, cleanings, fluoride, x-rays,	fillings, fluoride treatment, sime	sie -	540 mm of 1	
extractions, repair or relining of enturies or bridges \$10 per visit <sup>1</sup>				
Prosthetic Services				
Crowns, inlays, and bridges			100%	
			100%	
Dentures				
Periodontal treatment and root pla	ning (per quadrant)		100%	
Root canal work			100%2	
Surgical Extractions (per tooth)			\$50 <sup>×</sup>	
Orthodontic Services				
Pre-Orthodontic services			\$150 copay <sup>28 3</sup>	
Pre-Ontidotti treatment \$1.500 coay <sup>2</sup>				
or another accelerate			er,dob copay	

hodontic treatment <sup>1</sup> Speciality services provided by an Endodontist, Peridontist, or Oral Surgeon require a \$30 copay. <sup>2</sup> Plus office visit charge. <sup>3</sup> Pee credited toward orthodontic treatment copay if patient accepts treatment plan.

HDHP wHSA Options Comparison 8/2011

#### CIS (Citycounty Insurance Services)

Regence

Regence BlueCross BlueBhield of Oregon is an Independen Licensee of the Blue Cross and Blue Shield Association

Employee Benefits Program High Deductible Health Plan (HDHP) with HSA Options



Effective August 1, 2011