



COLLECTIVE BARGAINING AGREEMENT

Between

REDMOND FIRE & RESCUE

And

**REDMOND FIREFIGHTERS ASSOCIATION, LOCAL 3650
BATTALION CHIEF BARGAINING UNIT**

July 1, 2020 – June 30, 2024

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is entered into between Redmond Fire & Rescue, hereinafter referred to as the "District," and the Redmond Firefighters Association, Local 3650, hereinafter referred to as the "Association."

The mailing address for the District shall be Redmond Fire and Rescue, 341 NW Dogwood Ave, Redmond, OR 97756. The mailing address of the Association shall be Redmond Firefighters Association, P.O. Box 2054, Redmond, Oregon 97756.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1. RECOGNITION

- 1.1 The District recognizes the Association as the sole and exclusive bargaining agent for all classified employees in the bargaining unit, in the following classification with respect to wages, hours and other conditions of employment:
 - A. Battalion Chief
- 1.2 Should new classifications be established by the District and added to this unit and/or should the Employment Relations Board order that new classifications be added to the unit, then the parties will meet and negotiate employment conditions for these newly added classifications.

ARTICLE 2. ASSOCIATION SECURITY/PAYROLL DEDUCTIONS

- 2.1 Each employee may become a member of the Association at any time. After receiving written authorization from an employee, the District will deduct Association initiation fees, Association dues, and any other agreed to deductions from the wages of such employee. The amount to be deducted shall be certified in writing to the District by the Association. The aggregate deduction shall be remitted to the Association each pay period.
- 2.2 Voluntary Payment of Fees in Lieu of Dues: The terms of this Agreement apply equally to all employees in the bargaining unit. Any bargaining unit employee who does not want to be a member of the Association, but who nonetheless wants to pay for the services provided by the Association, has the option to pay voluntary fair share fees in an amount equal to membership dues. Any member of the bargaining unit may authorize the District to deduct from his/her pay voluntary fair share fees in an amount equal to the dues charged by the Association. This authorization must be in writing and forwarded to the payroll office.

- 2.3 Maintenance of Efforts: Each employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee revokes the authorization by sending an original written, signed and dated notice to both the employer and the Association President. Any revocation of an employee's authorization to withhold fees must be consistent with the limitations included in the payroll authorizations signed by employees.

**ARTICLE 3.
NON-DISCRIMINATION**

- 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, sexual orientation, race, color, sex, creed, religion, national origin, political affiliation, and all other protections provided by state and federal law.
- 3.2 The District agrees not to discriminate against any employee for the employee's activity on behalf of, or membership in the Association.

**ARTICLE 4.
MANAGEMENT RIGHTS**

- 4.1 The District shall retain the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department; determining the levels of service and method of operation including the decision to introduce new equipment; establishing procedures and standards of employment and promotions; to layoff, transfer and promote; to discipline or discharge for just cause; to determine job descriptions and classifications; to determine staffing requirements, work schedules and assign work; to purchase, dispose and assign equipment and/or supplies; the right to set personnel policy consistent with this Agreement; and any other rights except as expressly limited by the terms of this Agreement.
- 4.2 The District agrees to notify the Association prior to changing a working condition not covered by this Agreement which is a "mandatory" subject of bargaining. If requested by the Association, the District will negotiate with the Association for 90 days prior to the District implementing a unilateral change.

**ARTICLE 5.
REDMOND FIRE & RESCUE SECURITY**

- 5.1 The Association agrees its members will not participate in a strike, work stoppage, or slowdown, or recognize a picket line while in the performance of official duties or participate in any concerted interruption of District services.

ARTICLE 6.
COPIES OF AGREEMENT AND OTHER DOCUMENTS

- 6.1 The District will make an electronic copy of this Agreement, and any amendments or revisions thereto, available to each member of the Association.

ARTICLE 7.
ASSOCIATION BUSINESS

- 7.1 The Association agrees that members of the Association selected to serve as representatives for collective bargaining will be certified in writing to the Fire Chief or designee. Employees involved in meetings under grievance procedure shall be allowed time off with regular pay for that purpose, provided the total time during the period of this Agreement shall not exceed 15 hours for on duty personnel, and provided there is adequate coverage as approved by the Fire Chief.
- 7.2 The District will allow Association representatives time to attend training, conferences, and functions related to Association business. Association members will attempt to secure time off using vacation time, which will be converted to Union Leave Time after their return.
- A. Representatives of the Association will share 636 hours of Union Leave Time annually across all bargaining units.
 - B. While hours are available, if a vacation position is not available, the District will allow bargaining unit members off and cover the vacancy. The number of bargaining unit members that may be off shift for Union Leave Time shall be equal to the number of members that are allowed off each day for vacation per Article 19.1.A. When the hour limit has been reached and no vacation positions are available, the Association will be responsible for finding coverage for its members to attend functions.

ARTICLE 8.
AGREEMENT RENEWAL SESSIONS

- 8.1 The Association's negotiating team shall be permitted to attend negotiation meetings with the District without loss of pay relative to securing agreement renewal. The Association will make an effort to cover on duty personnel during the negotiations.

ARTICLE 9.
WORKING OUT OF CLASSIFICATION

- 9.1 When a qualified employee is assigned to fill the duties and responsibilities of a position in a classification higher than the employee's own classification, the employee shall be paid a mutually agreed upon wage for all hours worked in such higher classification.

**ARTICLE 10.
EMAIL**

- 10.1 The District agrees to allow Association members to use the District's email system to communicate Association business.

**ARTICLE 11.
OUTSIDE EMPLOYMENT**

- 11.1 Permission of full-time employees to work at outside employment may be granted by the Fire Chief or designee. Association/IAFF business is not considered outside employment. In order to be approved, the outside employment must conform to the following:
- A. There shall not exist a conflict of interest between outside employment and District work.
 - B. The outside employment shall in no way discredit District employment.
 - C. Outside employment shall in no way detract from the efficiency of the employee in the employee's District work.
 - D. It shall be understood that District work and necessary overtime shall take preference over any outside employment.
 - E. Employees shall not engage in any outside employment related business and/or activity on District time.
 - F. Employees shall not use District property to support their outside employment, i.e., computer, office products, vehicles, equipment, etc..

**ARTICLE 12.
SENIORITY**

- 12.1 Seniority of service, as used in this Agreement, is determined by the length of an employee's continuous full-time service since their last date of hire or promotion. The District maintains three seniority lists as defined below. All lists are included in Appendix "B."
- A. District Seniority. District seniority means a regular employee's length of continuous service with Redmond Fire & Rescue (including time while the District was part of the City of Redmond). All full-time positions qualify for District seniority.
 - B. Rank Seniority. Means a regular employee's length of continuous service within a specific job classification with Redmond Fire & Rescue (including time while the District was part of the City of Redmond) since the employee's date of hire or promotion into that classification.
 - C. Association Seniority. Means the length of service in a Local 3650 Bargaining Unit position (including time while the District was part of the City of Redmond). If an employee leaves the Association by promotion to a position outside of the

Association, their seniority shall be frozen. Should they return to the Association, they will receive only credit for the time spent in the unit.

- 12.2 The District will provide the Association with a copy of the seniority list on July 1, of each year. Corrections noted by the Association shall be made within 30 days.
- 12.3 Continuous service is defined as that service unbroken by separation from District employment, except that time on vacation, sick leave, leave of absence with pay, or military leave. Employees returning from layoff or leave of absence without pay shall be entitled to credit for service prior to leave or layoff.
- 12.4 An employee shall lose all seniority in the event of discharge or voluntary termination of employment.
- 12.5 For the purpose of this Battalion Chief agreement, all current members shall have the same start date for association seniority, starting the date this document is signed. All future members added to this agreement will have their promotion date as their seniority start date.

ARTICLE 13. HOURS OF WORK

- 13.1 Normal work schedule for full-time Association members shall include:
 - A. Regular 56-hour employees shall work 48 hours on and 96 hours off. Daily hours of work will be 0800-1700 hours.
 - 1. On designated holidays, and weekends time will be left unscheduled (or open) so that the employee may dedicate time to their individual organizational projects and/or career development.
 - 2. Employees working a 56-hour schedule shall not work more than 72 consecutive hours without the Fire Chief or designee's approval. Unless approved, employees working 72 consecutive hours must have 8 consecutive hours off-duty before being eligible for re-assignment.
 - B. Regular 40-hour employees shall work daily hours of five - eight-hour days, or four - 10-hour days if mutually agreed upon by the employee and the Fire Chief or designee.
- 13.2 Training that needs to be conducted on weekends or at night will be mutually agreed upon between the District and the Association.
- 13.3 Temporary appointments of a 56-hour employee to a modified schedule other than a 48 hour on, 96 hours off schedule will still accrue all benefits at their 56-hour rate. All hours worked in excess of 40 hours per week will be paid at time and one half. Holidays will be observed with pay as described in Article 19 of this agreement.

- 13.4 Employees will be allowed time during daily work hours for physical fitness training at a District facility.
- A. Regular 56-hours employees receive one hour per shift.
 - B. Regular 40-hour employees receive 30 minutes per shift. The 30 minutes must be contiguous with the start or end of regular work hours or lunch.
- 13.5 The District will allow employees to trade work time with each other so long as the person working is qualified to perform the duties of the position and the trade request will not incur overtime cost to the District.
- A. If a trade replacement is unable to work because of illness or injury, the replacement employee will have their sick leave accruals charged for the hours they were unable to work. If a trade replacement fails to report to work or provide relief for reasons other than illness or injury, the originally scheduled employee's leave time accruals will be charged for the hour equivalence the replacement employee was unable to work.
 - B. The District shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.
 - C. Probationary employees who are new to the bargaining unit may only owe or be owed one tour (48-hours) of trade at any time.
- 13.6 Duty officer coverage will be that as referenced in Duty Officer Administrative Policy approved 7/21/2017. This policy is incorporated into this agreement by reference. Changes to this policy are considered a mandatory subject of bargaining.

**ARTICLE 14.
SHIFT CHANGES**

- 14.1 The District and Association will agree upon a reasonable advance notice of any change in the employee's shift assignment.

**ARTICLE 15.
CELL PHONE**

- 15.1 The member shall receive a \$30 stipend per month for use of their personal cell phone.
- 15.2 If a member chooses to have a cell phone provided by the District, they are not eligible for the stipend in 15.1.

ARTICLE 16.
OVERTIME

- 16.1 Shift Battalion Chiefs are not FLSA executive or administrative exempt. Shift Battalion Chiefs are FLSA 207(k) exempt. As used in this Agreement, overtime shall mean any time worked in addition to the employee's regular work schedule.
- 16.2 Any employee who is authorized and directed to work overtime shall receive overtime compensation. This applies to working call back for sick leave, personal emergencies, fire recall, general alarm recall, ambulance recall, on the job injuries leave, vacation leave, job related mandatory court appearances or any other duties where the employee is authorized and directed to work as set forth in the previous sentence. Overtime for 40-hour employees must be pre-approved by the employee's supervisor.
- 16.3 The hourly rate is computed based on the following:
- A. For 56-hour employees, the monthly rate divided by 243.3 hours plus any incentives the employee is receiving for that hour worked, i.e. FTO pay, AIC, etc.. Overtime rate is computed as described above plus $\frac{1}{2}$. Overtime compensation will be calculated to the nearest fifteen minutes.
 - B. For 40-hour employees, the monthly rate divided by 173.34 hours plus any incentives the employee is receiving for that hour worked, i.e FTO pay, AIC, etc.. Overtime rate is computed as described above plus $\frac{1}{2}$. Overtime compensation will be calculated to the nearest fifteen minutes.
 - C. Employees may choose to accrue compensatory time in lieu of overtime pay for actual hours of overtime worked, times one and one half, with a maximum accumulation of 96 hours.
- 16.4 4PC situations shall be compensated as specified in this article with a minimum of two hours of overtime between 0600-2200, and a minimum of four hours of overtime between 2200-0600. Shift hold over and off duty authorized responses to emergency alarms will be compensated by using actual hours worked times the overtime formula with a minimum guarantee of 30 minutes.
- A. If an employee's response to a 4PC will be greater than one hour, the employee shall call the duty officer prior to responding. If the duty officer requests the employee respond, they will be compensated from the time they actually respond to the 4PC (per District Staffing Policy).
- 16.5 Overtime compensation for FLSA hours actually worked will be compensated at an additional $\frac{1}{2}$ time in addition to the "time" already being paid for those hours under Appendix "A." This will result in the employee being paid "time and one half for FLSA hours." FLSA hours are those hours worked in excess of 182 hours in a 24-day work period.

- A. For 56-hour employees, the FLSA cycle shall be a 24-day cycle. The regular work schedule for all shift employees is a 56-hour work week based upon a six-day work cycle. FLSA hours are those hours worked in excess of 182 hours in a 24-day work period.
- B. For 40-hour employees, the FLSA cycle shall be a 7-day cycle. The regular work schedule for all 40-hour employees is 0000 Sunday to 2359 Saturday. FLSA hours are those hours worked in excess of 40 hours in a 7-day work period. For overtime purposes, hours worked does not include paid leave such as sick, vacation or holiday time, as these hours were not worked.

**ARTICLE 17.
[RESERVED]**

**ARTICLE 18.
SCHOOLS, SEMINARS, AND TRAINING**

- 18.1 In an effort to promote training while being fiscally responsible, the District's training reimbursements shall be made as follows:
 - A. Decisions concerning attendance at conferences, seminars, conventions or other meetings at the District's expense will be made by the Fire Chief or designee. Permission for such shall be granted on the basis of an employee's participation in the meeting or the direct relation of the employee's work to the subject matter of a meeting. Every effort will be made to see that all employees benefit equally with regards to this article.
 - B. In situations where the employee is requesting financial assistance for training that they desire to attend pursuant to this article, the District will reimburse the employee for registration and associated fees. The employee shall be responsible for all food, lodging and transportation expenses incurred unless prior arrangements have been made with the Fire Chief or designee.
 - C. In situations where the District is requiring attendance at training, the District shall give the employee leave to attend the training and shall reimburse the employee for all expenses. If the required training falls on a non-duty day, the employee will be compensated for training hours at their hourly overtime rate.
 - D. Decisions concerning attendance in academic courses at the District's expense will be made by the Fire Chief or designee. Permission for such shall be granted on the basis of an employee's training plan or the direct relation of the employee's work to the subject matter of the course. The District shall reimburse any member 100% of the cost of books and tuition for any successfully completed and approved course, provided: the course is completed with a 2.0 or "C," or better grade.

- E. If attendance at voluntary training is necessary while on duty, the employee shall be authorized to use Training Time Off.
- 18.2 The District will be responsible for maintaining all employee training records, scheduling classes, providing instructors and approving self-study subject matter. Employees will be required to possess and maintain a current Oregon State Health Authority EMS Provider License, at the level for which they were hired. The District agrees to pay all fees associated with recertifying employee's EMS provider licenses.
- 18.3 Employees receiving expenses for educational opportunities may be asked to present the knowledge and skills they gained from that educational opportunity to other District personnel via classroom and/or training ground instruction. However, no employee shall be required to provide that instruction unless the District gives the employee two weeks' notice prior to the class that the employee is to teach.
- 18.4 The District agrees to test employees within a reasonable period of time when they are eligible for additional certifications.

**ARTICLE 19.
VACATION/HOLIDAYS**

- 19.1 For employees assigned to the 56-hour work week, it is understood that due to the nature of shift work, holiday time is not computed separately but combined with vacation time and such vacation time represents the combined total. Additionally, the following criteria apply.
 - A. One member may be off on vacation per shift.
 - B. Employees shall be permitted to take vacation in partial shift time segments for identified personal use if coverage is available.
- 19.2 For employees assigned to the 40-hour work week schedule, the following shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, and a Floating Holiday. Holidays are normally observed on the designated day the Friday preceding or the Monday following in accordance with the District's Staffing Policy. Holidays are a maximum of 8 hours per day.

- 19.3 The following vacation earning schedule shall be utilized for employees subject to this Agreement. Accruals are based on full time years of service to the District, including time when the District was part of the City of Redmond.

Vacation Schedule for 56-hr Employees (includes holidays):

Years of Service	Hours per Month
During year 1	22
Starting with year 2 through year 4	27
Starting with year 5 through year 9	32
Starting with year 10 through year 14	37
Starting with year 15 through year 19	42
Starting with year 20 through year 24	44
Starting with year 25 and after	47

Vacation Schedule for 40-hour schedule (does not include holidays):

Employees on this schedule receive paid holidays as identified in Article 19.2.

Years of Service	Hours per Month
During year 1	8.67
Starting with year 2 through year 4	10.00
Starting with year 5 through year 7	12.00
Starting with year 8 through year 13	13.33
Starting with year 14 through year 24	15.33
Starting with year 25 and after	18.67

- 19.4 There shall be a maximum accumulation of 450 hours per employee. Employees may exceed the maximum accumulation during the year, any vacation banks over the maximum accumulation on July 1 of each year will be reset to the maximum accumulation level.
- A. Upon termination of a full-time employee for any reason or in the event of the employee's death, a lump sum payment shall be paid to the employee, or the employee's estate, for all earned but unused vacation hours up to 350 hours, at the employee's current rate of pay.
- 19.5 Once a member's vacation has been approved in Telestaff, it will not be canceled by the District.
- 19.6 New hire probationary employees shall not be allowed to use vacation during the probationary period unless allowed at the discretion of the Fire Chief or designee.
- 19.7 Employees shall continue to accrue vacation leave during the time period in which they are taking vacation leave, and while on sick leave for a period up to 90 days.

**ARTICLE 20.
SICK LEAVE**

- 20.1 Accrued sick leave shall be earned for the purposes stated herein by each employee as stated below. There is no cap on accumulation of sick leave hours.
- A. For 56-hour employees, the sick leave accrual shall be 24 hours per month.
 - B. For 40-hour employees, the sick leave accrual shall be 8 hours per month.
- 20.2 Employees may utilize their allowances of sick leave as allowed by applicable state and federal laws. In cases where the District has reasonable cause to believe that the employee is abusing the sick leave provision of this contract, the District may require verification of illness or injury by a doctor's certificate.
- 20.3 An employee injured off duty may request transitional duty, from the Fire Chief or designee. Transitional duty for an off duty injury or illness is at the discretion of the Fire Chief or designee and may be rescinded or modified at any time. If approved, transitional duty will be performed between the hours of 0800 and 1700, Monday through Friday, unless modified by mutual agreement.
- A. Transitional duty, as for the purpose of this Article is defined as a modification to an injured workers' responsibilities or work schedule to accommodate the physical limitations resulting from the injury or disease.
- 20.4 Unused sick leave shall not be compensated directly upon termination or death, but the District will convert unused sick leave to retirement benefits pursuant to the Oregon Revised Statutes.

**ARTICLE 21.
PERSONAL EMERGENCY LEAVE**

- 21.1 Employees shall be granted 12 hours of Personal Emergency Leave (PEL) per calendar year. PEL is intended to be used for employees to attend to emergency personal business, such as household or family emergencies, and bereavement not covered elsewhere in this agreement.
- 21.2 Employees shall notify the on-duty Duty Officer of the intent to take PEL as early as possible. Time off will be deducted from the appropriate leave bank to be determined at the time of emergency.

ARTICLE 22.
ON THE JOB INJURY INSURANCE

- 22.1 The District shall provide Workers Compensation Insurance as required by Oregon law.
- 22.2 If an employee is injured while on duty and subsequently is placed on sick/disability leave by a physician, the employee must notify their physician that transitional duty is an obligation and inquire whether the physician will release them for said duty. If released for transitional duty by the physician, the employee shall notify the Fire Chief or designee, and return to work immediately. Transitional duty will be performed between the hours of 0800 and 1700, Monday through Friday, unless modified by mutual agreement.
- A. Transitional duty, as for the purpose of this Article, is defined as a modification to an injured workers' responsibilities or work schedule to accommodate the physical limitations resulting from the injury or disease.
- 22.3 While on transitional duty for an on the job injury, the District will pay the employee their full regular salary and benefits. If the employee receives any time loss payments from the District's workers' compensation insurance provider, the employee is required to sign over the time loss payments to the District. The employee will retain any disabling payments from the District's workers' compensation insurance provider.

ARTICLE 23.
LEAVE OF ABSENCE WITH PAY

- 23.1 A regular, full time employee shall be granted leave of absence, with pay, Each request will be considered and judged on its own merits and the following guidelines will be used by the Fire Chief or designee
- A. Jury Duty or Witness. Whenever an employee is required to appear in court for jury duty, as a witness, or resulting from the employee's official duties or required by law, the employee will not suffer any loss of compensation. All monies received for witness or jury duty time while on duty, except for mileage reimbursements if employee used a personal vehicle, will be surrendered to the District. Employees will report for work when less than a normal work shift is required by such duty.
- B. Compassionate Leave. As defined as in the event of a death in the immediate family, for which an employee shall be granted a leave of absence not to exceed (unless extended with the approval of the Fire Chief or designee) two tours if the death of the immediate family member is within the State, and three tours if the death of the immediate family member occurs outside the State, and in either event, the employee's time off will be charged to sick leave. For the purpose of this contract, immediate family is defined to include spouse, parents, children, brothers, sisters, spouse's parents, grandparents, spouse's grandparents or any other person at the discretion of the Fire Chief or designee. Compassionate leave shall comply with OFLA.

- C. Funeral Participation. As defined as when an employee serves as a pallbearer or in some other way participates in a funeral ceremony, the employee shall be granted a leave of absence with pay up to four hours, which will be subtracted from vacation accrual.

**ARTICLE 24.
LEAVE OF ABSENCE WITHOUT PAY**

- 24.1 Upon the written request of an employee, the Fire Chief may, in writing, grant an employee a voluntary leave of absence, without pay. During such absence, the employee's earned leave shall be held in abeyance. Subject to carrier rules, health insurance coverage ends when an employee is no longer on paid status, unless employee elects COBRA coverage at their own expense. Previously earned seniority shall not be affected by the leave of absence, but additional seniority does not accrue during such absence. Other benefits, such as life insurance, will also cease when employee is no longer on paid status, unless employee elects to continue coverage at own cost.
 - A. For leaves of absence up to 90 days in duration, the employee's position will not be permanently filled. At the expiration of the leave without pay, the employee has the right to and shall be reinstated in the position they vacated.
 - B. For leaves of absence over 90 days in duration, the employee's position may be filled. At the expiration of the leave without pay, the employee has the right to and shall be reinstated in the position they vacated if the position is vacant; if not, the employee may request to assume the next available position for which the employee is qualified and be compensated and benefited accordingly.

**ARTICLE 25.
MILITARY LEAVE**

- 25.1 Military leave shall be granted in accordance with federal and state laws for employees entering uniformed service for extended or indefinitely periods of active duty or training.
- 25.2 Military Leave With Pay. Paid leave shall be granted in accordance with Oregon Revised Statutes 408.290. The employee must have a minimum of 6 months of continuous service with the District and must be a member of the National Guard, National Guard Reserve, or reserve component of the Armed Forces of the United States of America or of the United States Public Health Service. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which the employee is entitled providing the employee receives bona fide orders to active or training duty for temporary period and reports back to work in a timely manner upon release from active duty as required by state and federal law. The paid leave shall not exceed 15 military leave days in any federal calendar year (October 1 through September 30). The leave does not have to be continuous or in one block of time.

- A. Military leave days for the purposes of this article are defined as regularly scheduled days an employee must be absent from for military duty.
 - 1. Employees working a 56-hour schedule will receive 120 hours of paid military leave annually.
 - 2. Employees working a 40-hour schedule will receive 88 hours of paid military leave annually.
- 25.3 Military Leave Without Pay. Unpaid leave shall be granted in accordance with state and federal laws for employees entering military service for extended or indefinite periods of active duty.

**ARTICLE 26.
WAGES AND INCENTIVES**

- 26.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix "A" attached hereto and incorporated herein. The salaries listed on the schedule are defined as the scheduled salary.
- 26.2 A newly hired or promoted employee will receive a step increase after 12 months of employment and will receive annual step increases every 12 months thereafter until the employee has reached the end of the pay scale, provided that the employee receives a satisfactory or better evaluation.
- A. Wage scale step increases and vacation accrual increases shall be based an employee's anniversary date (hire date or promotion date). Employees with an anniversary date between the 1st and 15th of the month will receive their step and/or vacation accrual increase effective on the 1st of their anniversary month. Employees with an anniversary date between the 16th and last day of the month will receive their step and/or vacation accrual increase effective the 16th of their anniversary month.
- 26.3 An employee promoted shall be paid as follows:
- A. Captain to Battalion Chief: A top step Captain will start at step 2 of the Battalion Chief pay scale. An employee promoted to Battalion Chief who is below step 5 Captain will start at step 1 of the Battalion Chief pay scale.
- 26.4 Employees are eligible for the following incentives.
- A. Longevity. An employee who reaches the following years of service to the District are eligible for longevity benefits. Longevity benefits shall be deposited monthly into the employee's employer-paid deferred comp account. The employee must be employed on the first day of the month in order to receive the contribution for that month.

1. 15 years of service: \$750 annually (\$62.50 deposited monthly)
2. 20 years of service: \$1,500 annually (\$125.00 deposited monthly)
3. 25 years of service: \$2,250 annually (\$187.50 deposited monthly)

26.5 Pay periods will be as follows:

- A. 1st – 15th paid on the last business day of the month.
- B. 16th – last day of the month, paid on the 15th and/or previous business day if the 15th is a holiday or weekend of the following month.

26.6 Changes affecting pay period dates must be bargained with the Association 90 days prior to taking effect. Options to be considered are, but not limited to: vacation sellback and an interest free draw. Employee's selecting the interest free draw shall be allowed to pay back the amount over four pay periods.

ARTICLE 27. GRIEVANCE PROCEDURE

27.1 To promote better relations, the parties agree to settle any disputes as to meaning, interpretation, or application of this Agreement as follows:

- A. Step 1: Presentation of a dispute to the Association - Any employee with a dispute must first present the facts of the dispute to the Executive Board of the Association for review and recommendations by the Association's attorney. If the Executive Board votes to withhold support for the grievance the employee may appeal to the general membership of the Association. If the general membership votes to withhold support for the grievance the Association shall inform the employee and the Fire Chief in writing that the employee is proceeding without the support of the Association.
- B. Step 2: Dispute resolution - The employee and/or the Association shall attempt to resolve the dispute informally in a meeting with the Deputy Fire Chief or, in the absence of the Deputy Fire Chief, their designee. Failure of the Deputy Fire Chief or designee to schedule such a meeting in a timely manner will constitute a failure to resolve the dispute informally.
- C. Step 3: Filing a grievance with the Deputy Fire Chief - If the dispute is not resolved informally any employee or the Association may claim a grievance with the Deputy Fire Chief. The grievance shall be in writing and filed within thirty (30) calendar days from the occurrence thereof or the employee's knowledge thereof. The grievance shall contain the following information:
 1. A statement of the grievance and relevant facts upon which it is based;
 2. The provision of the agreement violated;
 3. The remedy being sought by the grievant to resolve the dispute.

The Deputy Fire Chief shall respond to the grievance in writing within 14 calendar days with a copy to the Association and/or Grievant.

- D. Step 4: Filing a grievance with the Fire Chief- If the employee or the Association believes that the grievance shall still be adjusted; they will submit the grievance in writing to the Fire Chief within seven calendar days of the receipt of the Deputy Fire Chief's response. The notice of grievance shall include the information stipulated in step three. The Fire Chief shall respond to the grievance in writing within 14 calendar days with a copy to the Association and/or Grievant.
- E. Step 5: Arbitration - Upon receipt of the Fire Chief's response to the grievance the Association shall have seven calendar days to request that the grievance be submitted to an arbitrator. The grievance shall be submitted to an arbitrator within seven calendar days. If the parties cannot agree on an arbitrator within seven calendar days of submitting the grievance to arbitration the arbitrator shall be chosen in the following manner.
1. A list of five members of the State Conciliation Service shall be requested and the parties shall alternately strike one name from the list, until only one name is left. The order of striking names shall be determined by lot.
 2. The arbitrator shall hold a hearing and issue a decision within 30 calendar days. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on issues submitted including remedial action to be taken. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated, the arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, or to decide any condition which is not specifically treated in this Agreement.
 - Insofar as the decision of the arbitrator is within the scope of the arbitrator's authority, as described above, and is based on substantial evidence, the arbitrator's decision shall be final and binding on both parties.
 3. The costs of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.
 4. Both parties shall in good faith disclose any information, material or testimony of witnesses as early as possible in the grievance procedure in order to encourage early settlement of contract disputes.

27.2 Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance by the Association. Failure on the part of the District to meet these time limits shall constitute resolution of the

grievance be made in favor of the Association. The District shall not be precluded from arbitrating the sole issue of an appropriate remedy if the remedy requested by the Association is determined to be frivolous given the disputed issue. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

- 27.3 All probationary and regular employees whose employment is governed by the terms of a current collective bargaining agreement and who want to appeal demotion, reduction in pay, suspension without pay or discharge decision must use the grievance and arbitration procedure in their collective bargaining agreement. Such employees do not have appeal rights under the Civil Service rules unless they waive, in writing and in a timely manner, all rights granted to them to appeal such a decision under the current collective bargaining agreement including approval of such waiver by an authorized bargaining unit representative.

ARTICLE 28. HEALTH AND LIFE INSURANCE

- 28.1 The District agrees to pay 95% of the cost of health, vision, and dental insurance premiums. The District agrees to pay 100% of the premium for life, long-term disability, and accidental death and dismemberment insurance. The above plans are to be substantially equal to or better than the plans in place if there is a plan substitution. Appendix "D" shall serve as reference for all insurance benefits offered by the District.
- 28.2 The District agrees to enroll members in the Nationwide Post Employment Health Plan (PEHP) and contribute \$60.00 per month on the employee's behalf.
- 28.3 The District agrees to provide each employee with a LifeFlight Network FireMed PLUS (ground and air) membership. Membership in this program is renewed annually and the employee must be employed during LifeFlight's open enrollment period to receive coverage. Coverage remains in effect for 12 months.

ARTICLE 29. RETIREMENT

- 29.1 The District agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) and pay the employers and the employees' contribution.
- 29.2 Upon retirement from employment with the District, with District approval, employees shall have the option of working for the District as contractors per the District's "Workback" administrative policy, which is incorporated into this Agreement by reference. Changes to this policy are considered a mandatory subject of bargaining.

ARTICLE 30.
CLOTHING AND UNIFORM

- 30.1 If an employee is required by the District to wear protective clothing or any type of protective device, such protective clothing or protective device shall be furnished to the employee by the District.
- 30.2 The District agrees to furnish the regular work uniforms, including shirts, pants, boots, jackets and all other items as needed. All clothing and equipment will remain the property of the District and shall not be worn while off duty, other than to and from work.
- 30.3 The District agrees to pay the cost of laundering Class A and Class B uniforms.
- 30.4 Class C uniforms may be worn on days when the outside temperature exceeds 85 degrees Fahrenheit, weekends, or after 1700 hours on weekdays unless the employee is representing the District at a public meeting or function.

ARTICLE 31.
CABLE TELEVISION AND WIRELESS INTERNET

- 31.1 The District shall provide a basic cable or satellite television package at station houses.
- 31.2 The District shall provide wireless internet at station houses.

ARTICLE 32
LAYOFF AND DEMOTION

- 32.1 In the event of layoff for any reason, employees covered by this agreement shall be laid in the inverse order of their seniority of service (per the District Seniority list).
- 32.2 In the event of non-disciplinary demotions, employees covered by this agreement shall be demoted in the inverse order of their promotion date.
- 32.3 Employees shall be called back from layoff in the order of their seniority of service (per the District Seniority list). A laid off employee who declines to accept reappointment, or who does not report for duty when notified by registered mail at the employee's last known address within 10 days from receipt of notice, shall be considered permanently separated from service.

ARTICLE 33.
PROBATION/PROMOTION/INTERNAL TRANSFER

- 33.1 New Hire Probation. While on probation as a newly hired employee, a person may be dismissed at any time without cause and will not be allowed to utilize the grievance process.
- A. Entry level employees will have a 12-month probationary period.
- 33.2 Promotional Probation. A person promoted to a position shall be on probation in that position for a period of six months. A satisfactory evaluation of the employee's performance shall be required at the end of the probationary period.
- A. While on promotional probation a person may be demoted to a previously held position or a comparable position to one previously held.
- B. Promoted employees shall have their comp bank hours paid out at their rate of pay prior to promotion.
- 33.3 Extensions of the probationary period may be made by the Fire Chief for:
- A. Special instances where extensions shall not exceed 90 days.
- B. Shifts missed due to extended illness or injury.
- 33.4 Probationary employees may be assigned / transferred to any shift at the discretion of the Fire Chief or designee.
- 33.5 Transfer or Displacement. Employees who are transferred or displaced from one position to another in the same salary range will continue to receive the same salary. Employees transferred or displaced from one position to another with a different salary range will receive no increase other than necessary to place them at the minimum rate of the new salary range. Transferred or displaced employee's rates of pay shall not exceed the maximum rate in the new range. The employee's anniversary date will not change. Transferred or displaced employees shall have their comp bank hours paid out at their rate of pay prior to transfer or displacement.

ARTICLE 34.
WORK RULES

- 34.1 The Association shall participate in the formation and/or modification of the work rules and ordinances which apply to the safety, welfare, or working conditions of the employees. Management, however, reserves the right to issue new or modified work rules without the agreement of the Association so long as said rules are not subject to collective bargaining by State law.

**ARTICLE 35.
PERSONNEL FILE**

- 35.1 The District will notify an employee whenever any new material or information is placed in the employee's personnel file. The affected employee may note or attach any comments and/or objections the employee may have to the new information or material and such notes or attachments will be placed in the employee's personnel file. Any material which reflects discredit on an employee may only be placed in the employee's file with the employee's signature on it, indicating receipt of the document only, not agreement with its content. If an employee refuses to sign the document, the District may nevertheless place the document in the employee's file with a written note indicating the date and in the presence of which management representative the employee refused to sign.
- 35.2 Contents contained in an employee's personnel file shall be maintained in accordance with OARs 166-150-0160 (6) and (10). Upon a written request submitted to the Fire Chief by the employee or Association, letters of reprimand and notices of disciplinary action shall be removed and destroyed after the minimum retention period described in the applicable OARs (currently three years). Removal and destruction shall not occur if there have been additional reprimands or more serious disciplinary action within the minimum retention period. Further, written reprimands shall not be removed if the subject of the reprimand is related to hostile work environment, sexual harassment or abuse, workplace violence, or provision of substandard care. Disciplinary materials retained in the personnel file beyond the minimum retention period shall be considered expired and cannot be used to support future disciplinary action.

**ARTICLE 36.
SAVINGS CLAUSE**

- 36.1 If any article or section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 37.
USE OF ALCOHOL AND DRUGS**

- 37.1 Statement of Principle: The District and the Association jointly recognize that the use of drugs and alcohol which adversely affects job performance may constitute a serious threat to the health and safety of the public, to the safety of fellow employees and to efficient operation of the organization.
- 37.2 The District's "Use of Alcohol and Drugs" administrative policy is incorporated into this Agreement by reference. Changes to this policy are considered a mandatory subject of bargaining.

**ARTICLE 38.
DISCIPLINE**

- 38.1 Disciplinary action, up to and including discharge, shall be for just cause.
- 38.2 Formal disciplinary action shall include a statement to the employee advising of the reasons and action to be taken. Prior to termination, an employee shall be entitled to a pre-termination hearing with the Fire Chief or designee.
- 38.3 Disciplinary actions or measures shall normally be invoked in the order listed:
- A. Counseling
 - B. Verbal warning
 - C. Written warning notice
 - D. Suspension with loss of pay
 - E. Last Chance Agreement
 - F. Demotion
 - G. Termination
- 38.4 If the District has reason to discipline an employee, it shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.
- 38.5 In any investigation, an employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. If the employee is being ordered to appear at an interview and respond to questions that might result in disciplinary action being taken against the employee, the employee shall be notified of this possibility and shall be given reasonable opportunity to obtain the advice and assistance of a representative of the Association and/or Association counsel, and make arrangements to be accompanied by the Association representative and/or counsel at the interview. This is to be interpreted in accordance with the "Weingarten Rules."

**ARTICLE 39.
VACATION SELL-BACK**

- 39.1 An employee may sell back vacation for personal reasons. Employees will not be required to sell back vacation if they choose not to. Vacation sell back must be done as follows:
- A. The employee must submit their sell back request on the vacation sell-back request form. The employee will receive their sell back funds on the next available payroll cycle.
 - B. 56-hour employees will be permitted to sell back 96 hours per fiscal year. 40-hour employees may sell back 48 hours per fiscal year. 56-hour employees may only request vacation sell-back in 24-hour increments. 40-hour employees may

request vacation sell-back in 8-hour increments.

- C. Employees must take a corresponding number of vacation shifts off during the fiscal year. For example, if an employee sells back one shift the employee must take one vacation shift.
- D. New hire probationary employees may not sell back vacation.

**ARTICLE 40.
WELLNESS PROGRAM**

- 40.1 Statement of Principle: The District and Association agree employees must be physically and mentally fit for duty. A failure to be fit for duty adversely affects job performance and may constitute a serious threat to the health and safety of the public, other employees, and to the efficient operation of the organization.
- 40.2 A joint Labor/Management Wellness Committee (“wellness committee”) shall be established to manage and facilitate a joint wellness/fitness program and provide input to the District on topics of health, wellness, fitness, fitness equipment, and safety. The joint group shall consist of, at a minimum, one representative from each shift (appointed by the Association), one representative from the District, and one representative from the Association’s Executive Board.
- 40.3 The District agrees to maintain suitable gym space and fitness equipment in each station for members to perform on-duty physical fitness training.
- 40.4 The District agrees to enroll and pay for each member’s subscription in a personal injury-illness-exposure reporting system equal to or better than California Professional Firefighter’s Personal Exposure Reporting System.
- 40.5 The District agrees to provide, and each member is required to complete at a minimum:
 - A. A medical physical exam by the department physician.
 - 1. Physicals shall occur bi-annually until age 45.
 - 2. After age 45, physicals shall occur annually.
 - B. An annual non-punitive fitness evaluation.
- 40.6 Fitness Journal Reimbursement Program:
 - A. The District shall annually allocate \$450 multiplied by the number of bargaining unit members. This allocation is to be used to pay members for completed fitness journals. The pay-outs cannot exceed the total amount allocated.
 - B. The wellness committee will develop fitness journals and a list of accomplishments

along with their pre-determined dollar value. The wellness committee will evaluate fitness journals quarterly and determine the payout amount for each member submitting fitness journals.

**ARTICLE 41.
LEAVE DONATION**

- 41.1 Employees may donate accrued leave (sick, vacation or comp) to an employee who has suffered a serious non- occupational injury or illness, per the District's Leave Donation Policy.
- 41.2 The Fire Chief has the ability to expand the scope of this article on a case-by-case basis.

**ARTICLE 42.
REFERENCED POLICIES**

- 42.1 The District shall not modify the version of the referenced policies in place when this contract takes effect without first providing the Association with at least 30 days prior written notice and an opportunity to bargain the modification. Upon timely demand the District and the Association shall bargain the modification. Failure by the Association to demand to bargain within such 30 days shall be deemed a waiver of the opportunity to bargain the modification and the new policy shall take effect. The following policies are incorporated into this agreement by reference.
 - A. Duty Officer (Article 13)
 - B. Workback (Article 29)
 - C. Use of Alcohol and Drugs (Article 37)

**ARTICLE 43.
DURATION OF AGREEMENT**

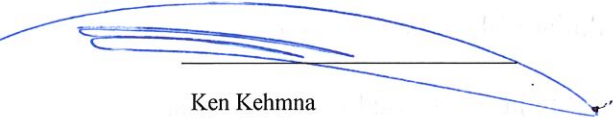
- 43.1 This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect through June 30, 2024.
- 43.2 This Agreement shall be automatically renewed from year to year, after the above dates, unless either party notifies the other in writing, no later than November 1, prior to the date of termination, that it wishes to terminate or modify any of the provisions of this Agreement, at which point negotiations will commence at a time mutually agreed upon. The terms of this Agreement shall remain in full force until negotiations have been completed, and either a new Agreement or a modification of this Agreement has been approved.

Dated this 16th day of December, 2020.

Redmond Fire & Rescue:

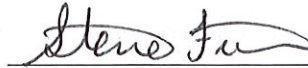


Carroll Penhollow
President

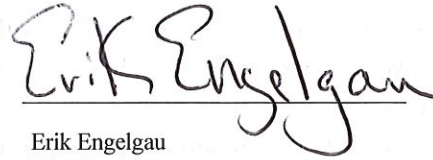


Ken Kehmna
Fire Chief

**Redmond Firefighters
Association, Local 3650:**



Steve Fiero
President



Erik Engelgau
Vice President



Ron Hawkins
Member

APPENDIX “A” – Salary Table

Notes:

- Salaries shall be increased over the duration of this Agreement as follows:
 - January 1st, 2021: 2.00% COLA
 - January 1st, 2022: 1.00% COLA
 - January 1st, 2023: 1.00% COLA
 - January 1st, 2024: 1.00% COLA
- All wages and incentives listed are rounded up to the nearest dollar if the total is \$.50 or greater.
- All wages and incentives listed are rounded down to the nearest dollar if the total is \$.49 or less.
- Hourly rate for a 56-hour employee is computed based on your monthly rate divided by 243.3 hours plus whatever incentive you are receiving for that hour worked.
- Hourly rate for a 40-hour employee is computed based on your monthly rate divided by 173.34 hours plus whatever incentive you are receiving for that hour worked.
- Overtime rate is computed as described above plus ½.

Salary Tables					
January 1, 2021	COLA	2.00%			
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	8,408	8,576	8,748	8,923	9,101
January 1, 2022	COLA	1.00%			
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	8,492	8,662	8,835	9,012	9,192
January 1, 2023	COLA	1.00%			
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	8,576	8,748	8,923	9,101	9,283
January 1, 2024	COLA	1.00%			
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief	8,662	8,835	9,012	9,192	9,376

APPENDIX “B” – Seniority Lists

District Seniority List: Battalion Chief

[Lists to be updated separately]

**Rank Seniority List:
Battalion Chief**

**Association Seniority List:
Battalion Chief**

APPENDIX “C” – Historical Info

The purpose of this appendix is to serve as a “historical appendix” to this contract. This appendix will contain references to changes that have occurred through the life on this contract which are no longer applicable in the main document, but which still serve as a reference to previous changes within.

APPENDIX “D” – Benefits

Health Insurance:

Contract health insurance plan in place July 1, 2011, to which under Article 28, any plan changes must be made to be substantially equal to or better than:

- Oregon Fire Chiefs Association:
Option 1: \$20 OV, \$500/\$1,500 Ded., 20% to \$2,000/\$4,000 OOP Max.,
Alternative Care \$2000 Annual Maximum (Embedded in medical), Rx – Option 2
\$10/30/50, VSP vision, Dental Option 2- \$25/75 Ded., 100/80/50, \$1,500 Max.
Orthodontia – 50% to a \$1500 lifetime maximum prior to ACA changes

These insurance plans are in addition to the contract plan that are offered to members and are not considered part of the contract plan and shall not replace or be used as past practice for the contract plan. These plans are available as of July 1, 2015:

- \$1,000 deductible with same coverages as the base insurance plan explained above with a \$1,000 VEBA contribution and eligible for reimbursements from an HRA Medical Expense Reimbursement Plan (HRA MERP) as detailed below.
- \$2,000 deductible with same coverages as the base insurance plan explained above with \$3,500 VEBA contribution and no eligibility for reimbursement from the HRA MERP.

Voluntary Employees’ Benefit Association (VEBA):

The District funds the VEBA monthly. Employees must be employed on the first day of each month to receive the monthly VEBA contribution. Monthly contribution amounts are \$83.33 for employees on the health insurance plan associated with the \$1,000 VEBA and \$291.67 for the \$3,500 annual VEBA.

HRA-MERP WHA Insurance



Redmond Fire & Rescue Health Insurance Step by Step Process - \$1000 deductible plan

STEP ONE

1. All Claims must be submitted to the Health Insurance Carrier first. Once the claim has been processed, the carrier will send the member the Explanation of Benefits (EOB) that provides the member responsibility.

The EOB is the document that the member needs to submit for reimbursement for the HRA MERP Plan (Step Two) and HRA - VEBA Plan (Step Three).

Contact Info:

Regence BCBS of Oregon www.regence.com Medical Customer Service: 888.367.2116
Delta Dental www.deltadental.com Dental Customer Service: 877.277.7280
VSP (Vision) www.vsp.com Vision Customer Service: 800.877.7195

Health Insurance	
Medical - Regence	
Office Visit	\$20 Copay
Deductible:	\$1000 / \$3000
OOP Maximum:	\$4000 / \$8000, includes deductible
Coinsurance	20%
Prescription	\$2/10/30/50
Alternative Care	\$20 Copay, \$2000 Max
Dental - Delta Dental	
Deductible	\$25 / 75
Annual Maximum	\$1,500
Orthodontia	50% up to \$1,500 Maximum
Vision - VSP	
Office Visit	\$10 Copay
Hardware Allowance	\$130 every 12 months

STEP TWO

2. Once the member receives their EOB they may be eligible for additional reimbursement if they meet certain criteria under the HRA (MERP). The employee can file for reimbursement for expenses incurred and applied to the health plan deductible and coinsurance.

Document: Redmond Fire & Rescue HRA Summary Plan Description

Not Eligible: Dental and Vision Claims

Contact Info:

WHA Insurance Agency, Inc. 2930 Chad Drive, Eugene, OR 97404 lifeandhealthteam@whainsurance.com Toll Free: 800.852.6140

*****If you don't know if you are eligible for reimbursement submit your EOB to WHA and they will do the work for you *****

HRA (MERP)	
WHA Insurance Agency, Inc.	
If One Member Meets:	
Deductible	No Reimbursement
OOP Maximum	up to \$1000 reimbursed member meets \$4000 OOP (includes deductible)
If Two Members Meet:	
Deductible	up to \$500 reimbursed if 2 Members each meet \$1000 ded.
OOP Maximum	up to \$2000 reimbursed If 2 Members each meet \$4000 OOP (includes deductible)
If Three or more Members Meet:	
Deductible	up to \$1000 reimbursed If family meets \$3000 ded.
OOP Maximum	up to \$2000 reimbursed If family meets \$8000 OOP. (includes deductible)

Other Benefits Provided:

Basic Life and Accidental Death & Dismemberment (AD&D):

- \$10,000 group life and AD&D insurance.

Occupational Life Benefits:

- \$10,000 occupational life insurance.

Long Term Disability:

- Benefits Begin: After 90 days of disability
- Percentage of Income Replaced: 60% of the first \$5,000 of your pre-disability earnings, reduced by deductible income
- Maximum Monthly Benefit: \$3,000 before reduction by deductible income
- Minimum Monthly Benefit: \$100