

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF GRESHAM

and the

**INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS**

LOCAL 1062

July 1, 2019 – June 30, 2022

Contract No. 7637

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PREAMBLE

This agreement, entered into by the City of Gresham ("City") and International Association of Fire Fighters, Local 1062 ("Union"), respectively, sets forth the full and complete agreement between the City and the Union.

ARTICLE 1 - RECOGNITION

1.1 APPLICATION

This agreement shall apply to all regular and limited-term full-time employees in the following classifications:

- Firefighter
- Fire Inspector/Investigator
- Fire Lieutenant
- Fire Captain
- Deputy Fire Marshal I
- Deputy Fire Marshal II
- Fire Marshal
- Assistant Training Officer
- Training Officer
- Emergency Medical Services Coordinator
- Battalion Chief

All supervisory and confidential employees, part-time employees, seasonal and temporary¹ employees and volunteer firefighters are excluded.

1.2 NEW CLASSIFICATIONS

If the City establishes a new classification that is included in the bargaining unit, it shall provide a copy of the specification to the Union and establish a temporary salary rate. The Union will be afforded an opportunity to negotiate a regular salary rate for the new classification. Disputes concerning the regular rate shall be resolved through the negotiation procedure. In any event, the City shall not be precluded from filling the position during the period of negotiations.

ARTICLE 2 - NONDISCRIMINATION

The City and the Union shall exercise the terms of this Agreement according to Federal laws and the applicable ORS without regard to race, religion, color, creed, national origin, sex, age, marital status, physical or mental disability, political affiliation, sexual orientation, other protected characteristic(s) and membership or non-membership in the Union of all members of the bargaining unit. Disputes arising under this provision shall be processed in accordance with Article 10 - Grievance Procedure, to Step 5, but are not subject to arbitration.

ARTICLE 3 - CITY SECURITY

The Union agrees that, during the term of this Agreement, its membership (as individuals or as a group) will not cause, encourage, participate in, or support a strike, slowdown, work stoppage, or other concerted activity intended to interrupt Fire Department services. Violation of this article shall be grounds for disciplinary action.

¹Seasonal and temporary employees are those employees that work for six (6) months or less or the equivalent of 1440 hours.

ARTICLE 4 - 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 limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; 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; to hire, promote, and retain employees; to determine schedules of work; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards. Utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to the grievance procedure or negotiation, unless the matter is a mandatory subject of bargaining as required by the collective bargaining statutes in the public employee rights and benefits ORS 243.650-243.782.

ARTICLE 5 - LAYOFF

5.1 LAYOFF PROCEDURE

If the City should reduce its work force, layoffs shall be made within each job classification in the Department or Division based on seniority. Any employee laid off in a classification or Division may exercise seniority rights by bumping laterally or lower into another classification or Division, provided skills and training standards for the new classification can be met. One month advance notice will be given to employees whom the City intends to lay off.

Employees may not bump into a firefighter (line) position unless they have previously worked as a GFES firefighter or meet the minimum qualifications for firefighter. Non-suppression employees who meet the minimum qualifications will be added to an internal firefighter recruitment list in the event of a layoff. Prior to placement on the internal firefighter eligibility list, the following minimum qualifications shall be met; obtain EMT-Basic certification and pass the physical agility test. Prior to attending the probationary Firefighter Academy, the non-suppression employee must complete and pass the medical physical. In order to be appointed as firefighter, the employee must successfully complete probationary Firefighter Academy. Appointed employees must complete the firefighter task book, attend and pass the Apparatus Operator (AO) academy and complete the AO task book within twelve months of appointment.

Employees may not bump into a Life Safety Division position unless they previously worked as a Gresham Fire & Emergency Services Deputy Fire Marshal, or, meet the minimum qualifications for the position.

5.2 RECALL

No new employees shall be hired until all laid off employees have been given an opportunity to return to work. Employees laid off for a period of more than thirty-six months (36) lose all seniority credits and recall rights. Employees recalled within thirty six (36) months of their layoff date shall be recalled according to seniority only and may be required to attend refresher training for up to six (6) weeks. A refusal of recall shall constitute voluntary termination, and said employees shall lose their layoff status privileges and seniority.

The city shall notify laid off employees, in writing, via certified letter or electronic mail, of recall opportunities within ten (10) business days of a job posting. Employees will have ten (10) business days to accept or refuse the recall, upon receipt of certified letter.

ARTICLE 6 - UNION SECURITY

6.1 CHECK-OFF

The City agrees to deduct Union dues from the paycheck of each employee who is a member of the Union and who authorizes the deduction in writing. The Union shall provide a list to the City identifying the employees who provided authorization for the City to deduct dues.

6.2 INDEMNIFICATION

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgments, or other damages and liabilities, including litigation expenses, which may arise as a result of making the payroll deductions of the Union dues referenced in Section 6.1.

6.3 MEETINGS

The City agrees to allow the Union to have meetings on City property at reasonable and mutually agreed upon times and places.

ARTICLE 7 - ACTING IN CAPACITY

7.1 MINIMUM QUALIFICATIONS

When a Captain is going to be absent more than three shifts the City may appoint a Lieutenant from that station to Act in Capacity in the Captain position for administrative purposes.

7.2 REQUIREMENTS

In order to remain on the promotional list, employees must work in the higher classification when requested by the Fire Chief or a designee. If an employee does not wish to work in the higher classification, the employee must submit this intention in writing to the Fire Chief and agree to remove their name from the promotional list.

7.3 RATE OF PAY

Employees working in the next higher classification shall receive "acting in capacity" pay equal to five percent (5%) above their current base rate.

ARTICLE 8 - PROMOTION LISTS AND VACANCIES

8.1 PROMOTION LISTS

Promotion lists for employees within the bargaining unit shall be kept current and up to date at all times. The City shall make best efforts to keep the list current. When circumstances prohibit maintaining the list, the City and Union will determine a reasonable course of action through the Labor/Management process. Lieutenant and Captain lists shall be good for twenty-four (24) months, the Battalion Chief list shall be good for thirty-six (36) months, unless the Parties mutually agree to a different duration. Copies of the results of passing employees shall be posted without scores.

Employees who wish to be considered for promotion to lieutenant must have completed five (5) years in the Operations Division with Gresham Fire & Emergency Services as a firefighter within 60 days of the closing date on the job announcement.

Employees who wish to be considered for promotion to Captain must have completed two (2) years in the Operations Division with Gresham Fire & Emergency Services as a Lieutenant within 60 days of the closing date on the job announcement.

Employees who wish to be considered for promotion to Battalion Chief must have completed two (2) years in the Operations Division with Gresham Fire & Emergency Services as a Captain within 60 days of the closing date on the job announcement.

All study information regarding tests and anticipated processes will be provided to the candidates three months prior to the test dates. It is recognized that certain positions, except Lieutenant and Captain, do not require testing, pursuant to this section, due to lack of turnover. Tests shall be given for these positions only when needed.

8.2 VACANCY

Whenever the City deems it necessary, based upon need, to fill a vacancy in a promotional position, such vacancy shall be filled first from employees who formerly held the vacant position, but bumped to a lower classification due to layoff, and then secondly from the current promotion list. Vacancy for the purposes of Article 8.2 occurs when the City receives unequivocal notice that a position is or will become vacant due to a retirement, promotion, demotion, termination, discharge, death, or resignation.

8.3 OPEN POSITIONS

Open positions because of, but not limited to, sick leave, injury leave, and leaves of absence shall be filled by call shifts if detail personnel are not available for work.

The Fire Chief shall have sole discretion to temporarily promote an officer to fill vacancies that are known or expected to last more than 90 days. The person promoted shall be taken from the top of the existing promotional list. When the person responsible for the vacancy returns to duty, the last officer promoted shall return to their previous position and rate of pay. Up to a maximum of 180 days of temporary promotions shall be counted towards the probationary period for promotions. If the person causing the vacancy is unable to return to duty, all time served shall be counted towards probation. The person being returned to a previous position shall remain at the top of the promotional list only for the duration of the list they were originally promoted from. If the list should expire before another vacancy becomes available, the person would be required to participate in the next promotional process to be considered for future promotions. However, if the person promoted serves a period that exceeds 180 consecutive days, their promotion shall be considered as being permanent, and if the person causing the vacancy returns to duty, the individual may be returned to their previous position, and shall remain at the top of the promotional list regardless of the list expiring.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 ENTRY PROBATIONARY PERIOD

The entry probationary period shall be 12 months. The probationary period shall commence the day after completion of the recruit academy. Prior to completion of the probationary period, employees may be discharged at any time without cause or appeal rights.

9.2 PROMOTION PROBATIONARY PERIOD

Promotion within the unit shall be subject to a 12 month probationary period. Upon mutual agreement with the Union, the City may extend the probationary period up to six (6) months.

In the event the City determines an employee is unable to successfully complete the employee's probationary period, the employee will be entitled to return to the employee's former position.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 DEFINITION

A grievance is defined as a dispute regarding an alleged violation of the Agreement so long as the Union and the City agree that the alleged violation involves an act or occurrence affecting an employee in the bargaining unit. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, the section of the Agreement violated, and the remedy sought.

10.2 PROCESS

Step 1. An employee who believes the employee has a grievance, as defined above, shall discuss the matter with the employee's immediate supervisor within seven (7) working days of the date of the alleged act, or when the grievant has actual knowledge or should have been aware of such act. Working days, for the purpose of this Article, are defined as Mondays through Fridays, excluding holidays, Saturdays, and Sundays.

Step 2. If the employee and the employee's immediate supervisor are unable to resolve the issues raised by the employee within seven (7) working days, the employee shall submit a written grievance to the employee's supervisor within 21 working days of the alleged act. Each grievance must include the provisions of this Agreement which are alleged to have been violated, the basis for the violation, the date and time of the violation, and the remedial action requested. A copy of each grievance shall be provided to the Fire Chief, Deputy Fire Chief and the Human Resources Director.

Optional Step. If both the grievant and the City agree, the grievance may be submitted to the Fire Department Labor-Management Relations Committee for more insight and suggestions on ways to settle the grievance. The Labor-Management Relations Committee will have seven working days within which to review the matter.

Step 3. If, within seven (7) working days, the immediate supervisor and the employee have not settled the grievance, the employee may submit the grievance to the Fire Chief and Deputy Fire Chief.

Step 4. If, within seven (7) working days, the Fire Chief, Deputy Fire Chief and the employee have not settled the grievance, the employee may submit the grievance to the City Manager.

Step 5. If, within 14 working days, the City Manager and the employee have not settled the grievance, the Union, on the approval of the employee, may submit the grievance to an arbitrator to be determined in accordance with Step 6 of this article. Notice of appeal must be made in writing and within 14 working days after the response from the City Manager.

Step 6. The City and the Union will attempt, within seven (7) working days of the Step 5 notice of appeal, to mutually select an arbitrator. If they cannot agree on an arbitrator, the Union shall, within 14 days of the Step 6 notice of appeal, submit a request to the Oregon State Employee Relations Board for a list of seven (7) potential arbitrators. The City and the Union representatives will then select from the Employment Relations Board by alternately striking names from said list, with the Union striking the first name. The arbitrator selected shall then schedule a hearing on the grievance, and shall render a decision within 30 calendar days after the close of the hearing, unless otherwise agreed. The cost of the arbitration shall be shared equally by both parties, except each party shall be responsible for compensating its own witnesses and representatives. The City and the Union agree that the decision of the arbitrator shall be final and binding.

10.3 ARBITRATOR GUIDELINES

The arbitrator shall render a decision based solely on whether this Agreement has been violated. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

10.4 TIME LIMITS

All time limits in this procedure shall be maximums unless both parties agree in writing to extend the time periods.

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 or the Union fails to respond in a timely fashion, the grievance may be carried forward, but it shall not be subject to arbitration.
- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 STANDARD

No employee shall be disciplined except for just cause. Oral reprimands, warnings or counseling's are not considered discipline and shall not be subject to the grievance procedure contained herein.

11.2 IMPLEMENTATION

If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee.

11.3 DUE PROCESS

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

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

11.4 JUST CAUSE STANDARDS

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have warning of the consequences of the employee's conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.

- c) The City must conduct a reasonable investigation.
- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 12 - LEAVE

12.1 SICK LEAVE

Fire Suppression Accrual. Fire suppression employees shall accrue sick leave at the rate of ten (10) hours per full calendar month of completed employment. Accrual shall not exceed 1,800 hours for sick leave purposes. Any sick leave that accrues beyond 1,800 hours shall only apply toward employee retirement, as allowed by law, and shall not be available for absences normally covered by sick leave. Unused accrued sick leave will not be compensated for upon termination. Sick leave shall not accrue during any leaves of absence without pay of more than seven days.

Entry suppression employees shall start work with a balance of 72 hours of sick leave on the first day of the recruit academy. Accrual of additional sick leave, as provided elsewhere in this Article, shall begin on the start of the employee's seventh month.

40 Hour Employees. Fire life safety and other forty (40) hour employees shall accrue sick leave at the rate of six and one-half (6.5) hours per full calendar month of completed employment. Accrual shall not exceed 1200 hours for sick leave purposes. Any sick leave that accrues beyond 1200 hours shall only apply toward employee retirement, as allowed by law, and shall not be available for absences normally covered by sick leave. Unused accrued sick leave will not be compensated for upon termination. Sick leave shall not accrue during any leaves of absence without pay of more than seven days. Entry probationary prevention employees shall start work with a balance of forty-eight (48) hours of sick leave. Accrual of additional sick leave, as provided elsewhere in this Article, shall begin on the start of the employee's seventh month.

Utilization of Sick Leave. Sick leave will be allowed when an employee is unable to work because of illness, off-the-job injuries, or for necessary medical or dental care, authorized leave under State and Federal family and medical leave laws, Oregon sick leave law, and workers' compensation as provided in Article 12.2 - Workers' Compensation.

Whenever practical, medical and dental appointments shall be scheduled on an employee's own time to avoid interference with Department scheduling and operations.

The city may take steps to investigate and curtail sick leave abuse. Prior to taking action when sick leave abuse is suspected, the supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of this notification is to provide the employee an opportunity to identify the reasons for sick leave usage, and to assist the employee to improve their attendance.

An employee who is determined by the city to be abusing or misusing sick leave may be subject to discipline and the requirement to provide verification of illness.

Annual Sick Leave Incentive Program

In an effort to reduce the number of sick leave hours used by employees each year and to recognize those employees who use sick leave responsibly, employees may elect to have sick leave hours converted at their normal rate of pay and contributed to either a Post Employment Health Plan (PEHP) or a Health Reimbursement Account/VEBA (HRA/VEBA) if qualified to participate.

Suppression

Employees must have a minimum of 480 hours of sick leave to participate. Employees will notify the City of their election to participate in December of each year.

Suppression employees who use no sick leave during a calendar year shall be allowed to contribute up to 72 hours of their sick leave bank.

Employees who use some sick leave shall be allowed to contribute sick leave per the following schedule:

24 hours or less used	48 hours maximum contribution
24-48 hours used	24 hours maximum contribution
48-72 hours used	12 hours maximum contribution

40 Hour Employees

40 hour employees must have a minimum of 350 hours of sick leave to participate. Employees will notify the City of their election to participate in December of each year.

40 hour employees who use no sick leave during a calendar year shall be allowed to contribute up to 30 hours of their sick leave bank.

Employees who use some sick leave shall be allowed to contribute sick leave per the following schedule:

10 hours or less used	20 hours maximum contribution
10-20 hours used	10 hours maximum contribution
20-30 hours used	5 hours maximum contribution

12.2 WORKER’S COMPENSATION

When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave, except as provided below.

No sick leave will be deducted from the employee's bank for 180 consecutive calendar days. The 180 consecutive calendar day period begins on the date of injury, as determined by the City’s worker’s compensation insurance carrier, or if self-insured, by the City’s worker’s compensation self-insured program’s designated Third Party Administrator (TPA).

In the cases in which a WC claim has been closed by either the City’s TPA or the State of Oregon Workers’ Compensation Division, and the employee files an aggravation claim, acceptance of the aggravation claim in the WC process shall begin a new period of 180 consecutive calendar days in which no sick leave will be deducted from an employee’s leave bank. The new 180 consecutive calendar day period will begin on the date the aggravating event occurred, as determined in the WC process.

For any WC claim that is determined to be for a new injury, a new 180 consecutive calendar day period would begin, as of the date of the new injury, as determined by the City’s workers’ compensation insurance carrier, or if self-insured, by the City’s worker’s compensation self-insured program’s designated Third Party Administrator (TPA).

After 180 calendar days, employees shall use available sick leave for integration with their Workers' Compensation payments in order to receive their gross wages. In this situation, a full paycheck will only be received if the employee has available sick leave. Once sick leave is exhausted other leave banks may be utilized.

In the event of an overpayment, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck.

12.3 PERSONAL LEAVE

Forty (40) hour employees shall receive three (3) personal days. The employee may use personal leave at the employee's discretion. Employees must submit requests for personal leave in advance. Requests for personal leave shall be approved and scheduled in accordance with the best interests of the City.

Personal leave does not accrue or carry over, it has no cash value, it does not count toward the annual vacation accrual, and employees will not be paid for unused leave. It must be used in increments of no less than one-half day (according to the employee's respective schedule). Personal leave may only be used during the calendar year it was granted.

Beginning January 1, 2021, forty (40) hour employees will receive four (4) personal days.

12.4 FUNERAL LEAVE

In the event of a death in the immediate family (spouse, parent, or stepparent, child, sibling, grandchild or grandparent, mother or father-in-law, sister- or brother-in-law, or a person living in the same household), the Department may grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five calendar days or two shifts may be granted if warranted by the situation. A maximum of up to 40 hours for prevention employees or 48 hours for suppression employees may be granted if warranted by the situation. Nothing in this article prohibits employees from exercising other funeral/bereavement rights as granted under State or Federal laws.

12.5 JURY DUTY

Employees shall not suffer any loss of pay when required to attend a jury trial or when subpoenaed as a witness. All fees or pay received as a juror or witness, less reasonable justified expenses, will be signed over to the City. Employees will be expected to report to work when less than a normal workday is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions initiated by the employee against the City.

12.6 COURT TIME

Any employee required and assigned by the City to appear in court outside regular duty hours shall be paid at time and one-half.

12.7 UNION LEAVE

The Union shall be allowed leave with pay, up to 168 hours per fiscal year, for members to attend conferences and workshops pertaining to collective bargaining, contract maintenance, and related activities having a direct relationship to the Union's labor management relationship with the City. Time off will be allowed so long as twelve (12) hours advance notice is given and the City is able to fill the shift under the current practice.

12.8 WELLNESS LEAVE

Fire Suppression Employees. Effective January 1, 2020, and every January 1 after that for the remainder of this Agreement, the City will credit employees with forty-eight (48) hours of wellness leave. The forty-eight (48) hours represent a reduction of four (4) hours per month of sick leave.

Fire Suppression employees may use wellness leave only in six (6) hour increments.

Forty-Hour Employees. Effective January 1, 2020, and every January 1 after that for the remainder of this Agreement, the City will credit employees with thirty (30) hours of wellness leave. The thirty (30) hours represent a reduction of two and one-half (2.5) hours per month of sick leave.

Utilization of Wellness Leave. Employees may utilize wellness leave for unscheduled needs for their well-being. Wellness leave may be used only for unforeseen family events or business of a personal nature. An example of an unforeseen family event includes, but is not limited to, unmet childcare needs. An example of an unforeseen business need of a personal nature includes, but is not limited to, an immediate need to repair one's water heater. Employees may request wellness leave no earlier than twelve (12) hours before employees need to use leave. Employees shall provide to the Battalion Chief the reason for the wellness leave use.

No more than two employees may use wellness leave at one time or on the same day. The first employee to request wellness leave may take time off regardless of the cost to the City. The second employee to request wellness leave use may take time off if there is no cost to the City. The City determines whether there is a cost to the City. Employees shall not use wellness leave on any holiday listed in Article 13.2. and on the following days:

Easter
The day after Thanksgiving
Christmas Eve
New Year's Eve

Wellness leave may only be used during the calendar year it was granted. New employees will not be allowed to use wellness leave for the first six months. Wellness leave does not accrue or carry over into the next year.

Any wellness leave that has not been used by December 31 will convert to cash dollars at straight time to be contributed to the employee's VEBA account no later than January 31 of the following year.

Wellness leave will be prorated for employees who separate from service with the City during the year. The adjustment and contribution to the employee's VEBA account will take effect no later than the end of the calendar month following separation.

12.9 TRADE TIME PROCEDURE

The Fire Chief allows employees the privilege of exchanging time, providing such trade does not, in the judgment of the Fire Chief, in any way reduce the efficiency of Fire Department operations. All authorized trades shall be handled in accordance with Department operating procedures.

The ability for two individuals to "trade time" with each other is a longstanding practice in Fire Departments across the State and Country. There are differing requirements in State and federal law that relate to trade time. OAR 839-020-0115(3), "Relationship of State and Federal Law" says:

When one set of standards differs from the other, the standards most advantageous to employees must be met.

Accordingly, the Parties agree that it is more advantageous for employees to trade shifts pursuant to federal FLSA regulations (currently 29 U.S. Code § 207(p)(3)) in lieu of State law, including but not limited to ORS Chapter 652.

This means time worked in trade for another employee will not constitute "time worked" for the purposes of the FLSA or Oregon law so long as the request to trade time originates with an employee and not with the employer. The employee who actually works the trade time shift (substituting employee) will not receive overtime or straight time under ORS 652.070, other State law, or pursuant to any provision of this collective bargaining agreement in conjunction with a shift trade. Only the absent employee (substituted employee) will be paid/credited as if the substituted employee worked the traded shift.

All employee requests shall be made voluntarily and must originate with an employee and not with the employer. An employee's decision to substitute must be made at the substituting employee's sole option.

ARTICLE 13 - HOLIDAYS

13.1 SUPPRESSION EMPLOYEES

Fire suppression (excluding Battalion Chiefs) employees shall be given 100 hours of additional vacation leave per year in lieu of holidays. These 100 hours will be added to the employee's existing vacation bank on January 1st of each calendar year. At the employee's request, an "in lieu of holiday" cash payout will be paid to employees twice annually: fifty (50) hours in June and fifty (50) hours in December. Such request must be made in writing to the Division Chief by December 1.

The first 100 hours used in the vacation bank shall be considered "in-lieu of holiday" time used. Any remaining balance of "in-lieu of holiday" time will be deducted from the employee's vacation bank at the end of the calendar year. Under no circumstance will any remaining balance of "in-lieu" holiday be paid out to an employee at the end of the calendar year or carry over to the following calendar year.

"In-lieu of holiday" time shall not be considered vacation time and as such will not be included in the amount of vacation carry over referred to in section 14.5 of the collective bargaining agreement.

If an employee terminates during the year, "in-lieu of holiday" time shall be allowed in proportion to the number of full calendar months worked. The appropriate adjustment will be made to the employee's vacation bank before vacation pay out.

13.2 FORTY-HOUR EMPLOYEES

Forty-hour employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

Whenever the holiday falls on Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the previous Friday shall be observed as the holiday. The holidays listed above shall be applied against a bank of 90 hours for 4/10-hour day employees and against a bank of 80 hours for 5/8-hour day employees. Additionally, employees will be credited with four (4) hours for Christmas Eve/New Year's Eve. One fourth (1/4) of the total bank shall accrue at the beginning of each quarter of a calendar year. Additional holiday hours earned can be taken off as floating holiday time.

ARTICLE 14 - VACATION

14.1 FIRE SUPPRESSION ACCRUAL

Fire suppression employees shall accrue vacation credits for each full month worked in accordance with the following schedule. An employee shall not be eligible to use vacation prior to the completion of one full year of service with the Department.

<u>Months of Service</u>	<u>Annual Vacation Accrual Hours</u>
month 0 – month 48	6 shifts/144 hrs
month 49 - month 84	8 shifts/192 hrs
month 85 - month 108	9 shifts/216 hrs
month 109 -month 168	11 shifts/264 hrs
month 169 - month 228	12 shifts/288 hrs
month 229 – month 288	14 shifts/336 hrs
month 289 – subsequent months	15 shifts/360 hrs

14.2 FORTY-HOUR EMPLOYEES

Forty-hour employees shall accrue vacation credits for each full month worked in accordance with the following schedule. An employee shall not be eligible to use vacation prior to the completion of one full year of service with the Department.

<u>Months of Service</u>	<u>Annual Vacation Accrual Hours</u>
month 0 - month 48	109 working hours
month 49 - month 84	145 working hours
month 85 - month 108	163 working hours
month 109 - month 168	199 working hours
month 169 - month 228	217 working hours
month 229 - month 288	253 working hours
month 289 – subsequent months	272 working hours

14.3 BATTALION CHIEF ACCRUAL

Battalion chief employees shall accrue vacation credits for each full month worked in accordance with the following schedule. An employee shall not be eligible to use vacation prior to the completion of one full year of service with the Department.

<u>Months of Service</u>	<u>Annual Vacation Accrual Hours</u>
month 0 – month 48	10 shifts/240 hrs
month 49 - month 84	12 shifts/288 hrs
month 85 - month 108	13 shifts/312 hrs
month 109 -month 168	15 shifts/360 hrs
month 169 - month 228	16 shifts/384 hrs
month 229 – month 288	18 shifts/432 hrs
month 289 – subsequent months	19 shifts/456 hrs

14.4 VACATION SCHEDULING - SUPPRESSION EMPLOYEES

Vacations will be scheduled on a calendar year basis. Vacation leave will be scheduled and used as detailed in the Staffing Standard Operating Guideline.

Employees must provide at least 12 hours advance written notice to staffing of their intent to use vacation time. Employees shall contact the on-duty Battalion Chief when requesting vacation with less than 12 hours advance notice.

Up to 18.00% of employees (excluding battalion chiefs) from each shift may schedule time off at any time, as described in detail below. This shall not preclude the City from allowing additional employees off.

Each January, the city will calculate what number is 18.00% of employees for each shift, using only employees who are allowed to take vacation as of January 1st and excluding the KRO(s), and that number will be used to determine how many employees are allowed off per shift for the remainder of the calendar year. If the number ends in .49 or less the City will round down; if the number ends in .50 or more the City will round up. For example, if on January 1, 2019 there are 31 employees on “A” shift, including one KRO on “A” shift, and only 26 of the remaining 30 non-KRO employees are eligible to take vacation (31 total employees – 1 KRO – 4 ineligible for vacation = 26), then up to 5 employees ($26 \times .18 = 4.68$, round up to 5) would be allowed to take vacation on “A” shift for the remainder of the calendar year/2019. Each January the number for each shift will be recalculated as described above and used for the remainder of that calendar year.

During the annual vacation selection, which typically occurs each January, KROs may select vacation without regard to the maximum number of employees allowed off per shift as calculated above. However, after the annual vacation selection, KROs are subject to the maximum number of employees who are allowed off per shift, as calculated above.

14.5 VACATION SCHEDULING - FORTY-HOUR EMPLOYEES

An employee may take vacation subject to the advance approval of the supervisor.

14.6 VACATION CARRYOVER

Employees may carry over a maximum of two (2) times their annual accrual rate from one calendar year to the next calendar year. Employees may accrue more than the two-year maximum during a calendar year, but any unused vacation time in excess of the maximum two-year accrual will be deducted from the employee's vacation bank on January 1 of the following calendar year (i.e. "use it or lose it"). Vacation scheduling shall follow Article 14.3 noted above and GFES Administrative Operating Procedure #14, "Vacation and Holiday Scheduling".

Employees shall be eligible to carry over a maximum of three times their annual accrual rate during the last five years before retirement. Employees wishing to exercise this option shall notify the City of their intended retirement date. The City shall only be obligated to allow the usage of up to twice their annual accrual for actual time off purposes. In the event the employee does not retire as specified, the excess hours may not be accessed by the employee and will be frozen at the accrued time and hourly rate in effect on the original retirement date provided to the City.

14.7 VACATION PAYMENT AT SEPARATION

Regular Employees

A regular employee who separates from employment will be paid for any unused accrued vacation in their final paycheck, subject to the applicable vacation accrual cap of two-times their annual accrual rate; or three-times their annual accrual rate if the employee gave notice of their intended retirement date during the last five years before retirement (i.e. "use it or lose it").

Probationary Employees

Employees who do not pass their probationary period because they lacked the requisite skills/abilities and are either (1) terminated by the City, or (2) resign in-lieu of termination for not passing probation, will have their unused accrued vacation and pro-rated unused accrued in-lieu of holiday hours cashed out and paid as part of their final paycheck. In-lieu of holiday hours will be prorated in the same manner as a regular status fire suppression employee who separates from employment during a calendar year, as described in Article 13.1.

Probationary employees who separate from City employment for any reason other than the reason described in the paragraph directly above will not have unused accrued vacation or pro-rated unused accrued in-lieu of holiday hours cashed out as part of their final paycheck, including, but not limited to, employees who do not pass probation for misconduct and/or rule violations, or employees who voluntarily resign for other employment or personal reasons.

ARTICLE 15 - UNIFORMS

15.1 UNIFORM REPLACEMENT

If the City determines the need for and requires that an employee wear a uniform, such uniform shall be provided by the City at City expense. When an employee believes that a uniform or part of the uniform is worn beyond repair, the employee 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 this Agreement shall be construed to imply that the City does not have the sole authority to determine who is to wear uniforms.

15.2 UNIFORM ALLOWANCE

Life Safety Division employees shall receive \$300 each contract year for the purchase of accessories and cleaning. This supplemental clothing/cleaning allowance will be paid in two equal payments: \$150 in September and \$150 in March of each contract year.

15.3 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. Willful neglect or misuse of protective clothing shall be considered grounds for disciplinary action.

ARTICLE 16 - WORK SCHEDULE

16.1 FIRE SUPPRESSION

The normal work schedule for fire suppression employees is 24 consecutive hours on duty and 48 consecutive hours off duty, unless otherwise specified.

16.2 KELLY DAYS

All suppression personnel assigned to 24-hour shifts will receive a 24-hour shift off (Kelly day) every 12th consecutively assigned platoon shift, reducing the work week to 51.47 hours.

Effective January 1, 2021, all suppression personnel assigned to 24-hour shifts will receive a 24-hour shift off (Kelly Day) every 11th consecutively assigned platoon shift, reducing the work week to 51.05 hours.

Effective January 1, 2022, all suppression personnel assigned to 24-hour shifts will receive a 24-hour shift off (Kelly Day) every 10th consecutively assigned platoon shift, reducing the work week to 50.54 hours.

Battalion Chiefs must use one (1) Kelly Day within each Kelly Day cycle.

The City will maintain authority to determine the assignment of Kelly shifts. Generally, employee track assignments will be the key consideration in the rotation of Kelly days. The needs and priorities of the Department shall also be considered.

Personnel that are transferred or change classification, will assume the Kelly Day track of the person/position they are replacing. Personnel who have not taken their Kelly day for the current rotation will be assigned a Kelly Day in the current rotation by Fire Administration. At no time should a transferee's Kelly day not be assigned in the appropriate rotation.

The trading of Kelly days between shift employees is expressly prohibited.

With the exception of a general recall of all personnel, employees are not eligible for overtime during the 24 hour assigned Kelly Day. Time worked shall not include leave time such as vacation, personal, or sick leave.

The City will select and assign two (2) Kelly Relief Officers (KRO) for the specific purpose of relieving Company Officers on their respective Kelly Day and therefore shall serve in the role of a Company Officer whenever possible. One KRO will relieve A and B shifts in rotation while the other will relieve B and C shifts in rotation.

Effective January 1, 2021, the City will select and assign three (3) Kelly Relief Officers (KRO) for the specific purpose of relieving Company Officers on their respective Kelly Day and, therefore, shall serve in the role of a Company Officer whenever possible. One KRO will relieve shifts in rotation.

The Kelly Relief Officer shall be granted Kelly days.

The rotation between shifts will include three (3) days off and one (1) calendar day off, depending on the rotation. The one (1) day off rotation is paired with a Kelly Day, for a total of four (4) calendar days off.

The schedule includes Kelly Days in order to equal the annual hours of a company officer, as such there shall be no additional admin days.

Generally, KROs should not be moved from an assigned day/station for the convenience of another officer. However, on rare occasion, an operational need may exist and, at the discretion of the on-duty Battalion Chief, the KRO may be moved. There may be a few days a year when, due to team staffing requirements, we have an OT officer in to fulfill minimum team staffing requirements. This may require the KRO to move.

The KRO shall schedule time off consistent with Article 14.4.

It is preferred that the Kelly Relief Officer position be a voluntary commitment of one year, however, the City may assign Fire Lieutenants off probation if there are no other eligible and interested candidates who volunteer.

The duration of each Kelly Relief Officer assignment shall be a period of one year and may be extended if mutually agreed upon by labor and management.

16.3 SHIFT TRANSFERS

Personnel transferred between shifts shall receive a minimum of 24-hours off between scheduled shifts. For example, a person assigned to A-Shift who is transferred to C-Shift will receive one 24-hour shift off. Further, a person assigned to A-Shift transferred to B-Shift will receive three 24-hour shifts off. When a shift transfer is initiated pursuant to the annual shift re-alignment that typically occurs in January of each year, the employee will be given at least 30-days written notice of the transfer, unless otherwise mutually agreed upon by Labor and Management.

16.4 LIFE SAFETY DIVISION

The normal work schedule for life safety division employees will be four (4) ten hours days per workweek with an additional non paid lunch period and a three day weekend unless mutually agreed upon by labor and management. The City will make every reasonable effort to schedule workweeks to allow either a Friday or Monday off, as defined by seniority with considerations of division staffing needs.

As permitted by OAR 839-020-0050(7), this article allows employees, with prior approval of their supervisor, to combine their two (2) fifteen minute periods of rest with their non paid lunch for a combined one hour lunch period. Generally the lunch period will be taken between 11:00 am and 2:00 pm.

16.5 OVERTIME

All time worked in addition to an employee's normally scheduled shift shall be compensated at time and one half. All incentive and team pay will be included in an employee's base rate of pay when calculating overtime rates.

16.6 STARTING TIMES

Normal starting time for all employees will be 7 am. Changes in starting and dismissal times will not be made by the City without the Fire Chief first meeting and conferring with Union representatives regarding such changes.

16.7 MODIFICATION OF NORMAL WORK SCHEDULE

The normal work schedule for an employee may be modified, if necessary, upon request by the employee and approval by the City, to attend training courses.

If the modification results in the employee working more than 204 hours in the 27 day cycle, the employee will receive overtime compensation for the excess hours.

If the modification results in the employee working fewer than 204 hours in the 27 day cycle, the employee will not be eligible for FLSA overtime compensation. An employee will not be paid less than their normal monthly salary as a result of a schedule modification made under this section.

This section applies to both life safety and fire suppression employees.

16.8 TRAINING DIVISION

The normal work week for employees assigned to the training division is 40 hours per week. Any deviation from a normal week consisting of four (4) ten-hour days for five (5) eight-hour days shall be mutually agreed upon by union and management.

ARTICLE 17 - INSURANCE

17.1 MEDICAL, DENTAL, VISION

Effective July 1, 2019, and for the life of this agreement, the City agrees to provide as the "Core" plan, a preferred provider medical plan that contains an in-network individual annual out-of-pocket maximum no greater than \$2,250 and a family annual out-of-pocket maximum no greater than \$4,750. This plan will contain a separate individual pharmacy out-of-pocket maximum no greater than \$1,000 and a family pharmacy out-of-pocket maximum no greater than \$2,000. The City will provide the plan as the "Core" plan to all eligible employees and their dependents, with a substantially comparable level of medical and vision benefits offered to enrolled employees and their dependents as was in effect on July 1, 2017, under the City's "CoPay" Plan. The City will also provide a City of Gresham base dental plan with orthodontia or substantially comparable dental plan.

The City will continue to offer the current Kaiser Medical Plan with Vision and/or Prescriptions and a Kaiser Dental or substantially comparable HMO and DMO plans.

There will be no employee cost share for the Core Plan in any coverage tiers for the Plan year 2019-2020. The following premium cost sharing formula will apply to the Core plan commencing July 1, 2020, and will remain in effect for the life of this agreement:

The City shall pick up the first 10% of any increase in the Core medical and vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual unit members on a 50%/50% basis.

The annual premium cost sharing calculation shall be calculated using the increase in the actual total Monthly Premium on a per tier basis over the prior year's actual Total Monthly premiums. If employee cost sharing results from the cost sharing calculation, it will be added to the prior year employee contribution. If the premium increase

for the year being calculated does not exceed the 10% threshold, the existing employee contribution will stay in effect and no additional contribution will be added.

The City will pay up to the City’s full Core plan contribution for the employee and their eligible dependents for the plan year beginning July 1, 2019. Subsequent plan years will be subject to the premium cost sharing formula described above. If the employee enrolls in a plan with a premium rate greater than the City’s Core plan contribution, the employee will pay the difference in cost between the City’s Core plan contribution and their chosen plan’s premium rate. In any event, the City’s obligation for premium payments will not exceed the lesser of the amounts paid towards the Core plan noted above or the actual premium rate for the plan in which the employee enrolls.

The City agrees to provide the association with all rate changes and annual enrollment plan information within one week of receipt of such information from the benefit administrators and/or insurance carriers.

Employees who have a spouse or domestic partner enrolled in any medical plan offered through the City, including Kaiser, will be responsible for a \$50 monthly eligibility surcharge in addition to any employee cost share for the plan selected. The \$50 surcharge will be waived if the spouse or domestic partner is: (a) enrolled in their own employer’s group health plan; (b) is regularly scheduled to work less than 30 hours per week for their employer; (c) is not employed; or (d) is not eligible for their own employer-sponsored health plan. Employees will be required to verify the spouse or domestic partner’s other coverage enrollment, working status, and whether they qualify for an exemption from the surcharge a minimum of once per year. Employees will be permitted to re-verify their spouse or domestic partner’s coverage and/or employment status as often as once per month to reflect changes to that status.

Employees agree to work cooperatively with the City and the Employee Benefits Advisory Committee to recommend plan changes that would maintain or improve the level of benefits described above while minimizing health plan costs.

Medical, Dental and Vision benefits are outlined in the City of Gresham Open Enrollment Guide published in May of each calendar year and summarized in the benefit summaries located on the City’s benefit website.

MEDICAL, DENTAL, VISION CONTRIBUTIONS FOR PART TIME EMPLOYEES

The City will pay a prorated amount towards medical and dental coverage for limited term and regular status unit members who work between 20 and 30 hours per week. The city’s contribution will be prorated as follows:

For a Limited Term or Regular Status work schedule greater than or equal to this portion of one Full Time Equivalent (FTE)	The City will contribute this percent of the amount paid toward one full time employee’s medical and dental benefit.
.50 FTE	50%
.55 FTE	60%
.60 FTE	70%
.65 FTE	80%
.70 FTE	90%
.75 FTE	100%

17.2 LIFE INSURANCE

The City agrees to provide \$50,000 life insurance and accidental death and dismemberment protection for each employee.

17.3 INCOME PROTECTION

The City agrees to provide a long-term disability insurance plan for each employee. Income protection shall be 60 percent of the disabled employee’s salary.

17.4 FLEXIBLE SPENDING ACCOUNT

The City will offer a flexible spending account program that meets the requirements of Section 125. Participation in this program is voluntary.

17.5 HEALTH REIMBURSEMENT ACCOUNT (HRA/VEBA)

Existing Voluntary Employees' Beneficiary Association (HRA/VEBA) contribution practices will be continued until the first day of the month following both ratification of the Agreement by the Union and approval of the Agreement by the City Council. Effective the first day of the month following both ratification and approval of the agreement by Council, the City agrees to contribute each month the dollar value equivalent of 1.25% of top step firefighter monthly salary to a Health Reimbursement Account/Voluntary Employees' Beneficiary Association (HRA/VEBA), for all employees covered by this agreement, to be used by an employee, at their option, for either pre or post-retirement eligible medical expenses.

Effective July 1, 2020, the City will contribute each month the dollar value equivalent of 1.50% of top step firefighter monthly salary to a HRA/VEBA.

17.6 SURVIVOR BENEFITS

In the event of a line of duty death, the City of Gresham shall provide, and pay said medical/dental insurance premiums, for a two (2) year period to the employee's immediate surviving family that would be eligible under the City plans had the employee been active. Medical/dental benefits are to be, at a minimum, equal to the plans in effect for the unit membership. Aforementioned benefit shall be in effect if said line of duty death conformed to the Federal Public Safety Officers Benefit Law. Said benefit shall cease if the surviving spouse remarries or after 24 months.

ARTICLE 18 - COMPENSATION

18.1 PERS PICKUP

The City agrees to pay the employee's portion of the retirement contributions to the Public Employees Retirement System, not to exceed the rates required by law for such employee contribution as of July 1, 1980.

Section 1. Public Employees Retirement System ("PERS") Members. For the purposes of this Section 1, "employee" means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the City will continue to "pick up" the six percent employee contribution, pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members. For the purposes of this Section 2, "employee" means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter, Oregon Laws 2003, and pursuant to Section 3 of that same chapter, the City shall pay an amount equal to six percent (6%) of the employee's monthly salary, not

to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the City under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Laws (Other than PERS Litigation). In the event that the City's payment of a six percent (6%) employee contribution under Section 1 or Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable six percent (6%) pick up and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

18.2 SALARY SCHEDULE

Effective July 1, 2019, all steps on the firefighter (F18) salary schedule will be increased an additional three percent (3%) of the base wage. Lieutenant (F20) will be 10% above top step firefighter. Captain (F21) will be 10% above top step lieutenant. Battalion Chief (F24) will be 25% above top step Captain.

Effective July 1, 2020, all steps on the firefighter (F18) salary schedule will be increased an additional three percent (3.25%) of the base wage. Lieutenant (F20) will be 10% above top step firefighter. Captain (F21) will be 10% above top step lieutenant. Battalion Chief (F24) will be 25% above top step Captain.

Effective July 1, 2021, all steps on the firefighter (F18) salary schedule will be increased an additional three percent (3%) of the base wage. Lieutenant (F20) will be 10% above top step firefighter. Captain (F21) will be 10% above top step lieutenant. Battalion Chief (F24) will be 25% above top step Captain.

See Appendix A for Hourly calculation rates.

18.3 SCHEDULE MOVEMENT

New Firefighters will be appointed and paid a training pay rate that is 10% below Step 1 of the salary schedule during the duration of the recruit academy. Firefighters will advance to Step 1 of the salary schedule after completion of the academy.

An employee shall be eligible to advance on the salary schedule after completing both the recruit academy and their 12 month probationary period. At the successful completion of probation, the employee will advance by ten & one-half percent (10.5%) (new employees only). Thereafter the employee will advance at five percent (5%) increments until they reach step 5 of the range. Employees will move to the last step of the schedule by their fifth anniversary in accordance with this section. The final increase may be more or less than five percent (5%).

18.4 PROMOTION

Employees promoted to a higher classification shall have their salary adjusted to the top of the new classification's pay scale. The new rate of pay shall be effective on the date of promotion. The date of the appointment shall become their new anniversary date for future salary increases.

The Fire Chief may detail a lieutenant to fill officer and firefighter vacancies as needed between fire companies. The personnel that are detailed usually will be the three least senior lieutenants in the department. However, other lieutenants may be detailed as mutually agreed upon by labor and management.

18.5 EMT PAY

In addition to the rate shown above, employees who are Oregon State certified EMT-P will be paid a salary premium of 9.5% on their base pay.

Battalion Chiefs shall not receive EMT-P pay.

18.6 SPECIALTY TEAMS AND SPECIAL SKILLS

Team member's selection and assignment to Specialty Teams and for Special Skills shall be at the discretion of the Fire Chief in consideration of indicated interest, seniority, demonstrated skill and station assignment. Standards for assignment to all positions and maintenance of assignments are at the discretion of the City. Primary duties of the department shall be maintained and used as a basis for all special team assignments.

Battalion Chiefs shall not receive Specialty Team or Special Skills pay.

18.7 TEAM LIMITS

Employees may not be assigned to more than two Specialty Teams.

18.8 HAZARDOUS MATERIALS TEAM

Employees assigned to serve as members of the Hazardous Materials Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months. shall be compensated at the rate of five and one quarter percent (5.25%) of their base pay. These duties include participation in confined space entry as part of the Technical Rescue Team. The rate of pay above assumes four and one quarter percent (4.25%) for Hazardous Materials and one percent (1%) for confined space entry.

18.9 WATER RESCUE TEAM

Employees assigned to serve as members of the Water Rescue Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

18.10 SCUBA DIVE TEAM, SWAT

Employees assigned to serve as members of the Dive Team and the City of Gresham SWAT Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

18.11 TECHNICAL RESCUE TEAM

Employees assigned to serve as members of the Technical Rescue Team (TRT) and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

The City shall maintain an on duty minimum staffing level that meets the requirements of OR-OSHA for a confined space entry. Scheduling of time off by TRT members shall be consistent with Article 14.3.

18.12 URBAN SEARCH AND RESCUE TEAM

Participation in the Oregon State Urban Search and Rescue Team (USAR) requires assignment to the Technical Rescue Team (TRT). Employees assigned as members of the USAR Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay for a total of six percent (6%) when combined with Technical Rescue Team (TRT) pay.

18.13 SELF CONTAINED BREATHING APPARATUS (SCBA) TECHNICIAN

Employees certified and assigned to maintain Self Contained Breathing Apparatus (SCBA) shall be compensated at the rate of four and one quarter percent (4.25%) of base pay.

18.14 FIELD TRAINING OFFICER

The City may occasionally assign a member of the bargaining unit to serve as a Field Training Officer (FTO). The FTO will coach and train another employee who is completing a Field Training Manual through the Board on Public Safety Standards and Training or an evaluation related to an internship through the Oregon Health Sciences University. In such situations, the parties agree to the following:

- a) **Suppression:** When an employee is serving as an FTO for another employee who is in the same classification, the FTO will receive additional compensation equal to five percent (5%) of regular base salary. The additional five percent (5%) will be for each shift during which the employee performs FTO duties.
- b) **Life Safety:** When an employee is serving as an FTO for another employee who is in the same classification, the FTO will receive additional compensation equal to five percent (5%) of regular base salary. The additional five percent (5%) will be for the period of time during which FTO duties are actually performed and shall be calculated to the nearest quarter hour.

18.15 MINIMUM CALLBACK

An employee called back to work after completing the employee's shift or on the employee's day off shall be credited with not less than three (3) hours compensation at the rate of time-and-one-half (1.5) for each instance of callback.

The callback minimum for Deputy Fire Marshals shall be a minimum of three (3) hours compensation at the rate of time-and-one-half (1.5).

The above call back provisions shall be applicable only when the callback results in hours worked which are not annexed consecutively to either end of the employee's regularly scheduled work shift. Additionally, should an employee who has been called back to work wish to be excused from duty prior to having been on duty for three (3) hours, the employee may, with the employee's supervisor's approval, be excused prior to completing three hours of work, in which event the employee will receive callback pay only for the time actually worked.

18.16 ON-CALL STATUS

Duty Period. In order to provide effective after-hours response, Life Safety Investigators will be assigned to on-call duty (740) periods of less than one-week duration on a rotating basis. The City will make every reasonable effort to assign work in such a manner as to assure parity of on-call duty, utilizing a minimum 4-person rotation. If the 740 staffing is reduced below 4 persons, then the open rotation position will temporarily be filled by order back, by the Fire Marshal or another manner as agreed to by the City and Union. The City will take action to restore the minimum 4-person rotation as soon as possible.

Duties. During the period that an investigator is assigned to 740 on-call duty, the investigator will remain available to contact by pager in order to respond to emergency calls. The investigator will be free to use the on call time for personal activities, so long as the investigator remains available for contact and response. If the on-call investigator knows they will be unavailable during their on-call assignment, it will be that investigator's responsibility to arrange for back-up coverage utilizing trade time. In the event a trade is not possible, the Fire Marshal will be notified. The Fire Marshal may personally cover the on-call period, provide for coverage by order back, or as otherwise agreed between the city and Union. Order backs will be issued as to assure parity in order back hours assigned individual investigators. Investigators will make all reasonable efforts to obtain trade time and not force on-call assignments.

Pay. Life Safety Investigators who are assigned to the regular 740 on-call rotation will receive a salary premium of five percent (5%) of the highest monthly base wage step. Investigators ordered back to on-call status will be compensated at a rate of .045% of the highest monthly base wage step for every on-call hour worked in addition to the salary premium.

Removal from On-Call Duty. In the event that an investigator declines or is unavailable for response during an assigned on-call duty week and has not arranged for back-up coverage as provided herein, the investigator may be removed from on-call rotation. An investigator removed from on-call duty under this section will no longer be eligible for the salary premium or order back compensation. Reinstatement to on-call duty after removal under this section will be at the discretion of the Fire Chief or their designee.

18.17 VACATION BUY-OUT

Employees receiving premium and/or specialty team incentive pay at the time of their retirement will receive the same amount calculated for the purpose of vacation "buy out". Premium and Specialty Team assignments include, but are not limited to: EMT-Paramedic, Hazardous Materials Team, Urban Search and Rescue / Technical Rescue Team, Water Rescue Team, Dive Team, SWAT Team, SCBA Technician and 740 investigator.

18.18 DEFERRED COMPENSATION

Subject to applicable federal regulations, the City agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by eligible employees. Each new employee will be automatically enrolled in the City's deferred compensation program, at the rate of three percent (3%) of their pre-tax wages, unless the employee chooses to opt out of the program or changes the rate of contribution. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular or limited term.

ARTICLE 19 - GENERAL PROVISIONS

19.1 OUTSIDE EMPLOYMENT

Employees presently employed by any company, other than the City, must keep the City advised of said employment. Such employment must:

- a) Be compatible with the employee's City work;
- b) In no way detract from the efficiency of the employee in the employee's City work;
- c) In no way be a discredit to City employment; and
- d) Not take preference over extra duty required by City employment.

19.2 EXISTING CONDITIONS

It is the intent of the parties that employees covered by this Agreement shall suffer no loss of compensation by the execution of this Agreement.

19.3 LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a joint Fire Department Labor-Management Relations Committee which shall meet at least quarterly to discuss ongoing labor-management issues. The committee will consist of up to five persons from Management and up to five persons from the Union, each of whom will be expected to maintain ongoing membership on the Committee until permanently replaced.

19.4 CONTRACTING OUT

The City shall not contract or subcontract out work presently and regularly performed by members of the bargaining unit without first notifying and bargaining with IAFF Local 1062 regarding the decision to subcontract and the effects of subcontracting.

19.5 SENIORITY LIST

On or before January 1 of each year that this Agreement is in force, the City shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall contain the name of each employee and the employee's date of hire. A copy of this list will be made available to the Union.

When an employee takes a leave of absence without pay for more than 30 consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as required by state or federal statutes. The employee's hire date on the seniority list will be adjusted forward based on the length of such a leave of absence.

19.6 PERSONNEL RECORDS

Any employee, upon written request, shall have reasonable access to the employee's personnel file, except those materials which are confidential by law. Any employee shall have the right to reproduce any material in the employee's personnel file subject to the above limitation. Copies of all written warnings and any notices of disciplinary action placed in an employee's personnel file will be provided to the employee. Any material in the file shall be removed with mutual agreement of the employee and the City pursuant to the applicable ORS.

19.7 LIGHT DUTY ASSIGNMENT

Employees returned to work on light duty assignments shall suffer no loss of accrued leave benefits as a result of changing from a suppression workweek to an administrative workweek or vice versa. In the event such an assignment occurs, the employee's hours utilized will be converted to the appropriate rate. (See attachment under Appendix A for current suppression workweek hours.)

19.8 CONVERSION FACTOR

For any assignments of a more permanent nature (i.e. Training, Life Safety, or Administration), the conversion will be made as of the first day of the month following the change in workweek. During the interim period from the date of the workweek change until conversion of the banks is made, the employee will reflect the conversion hours on the employee's time and attendance report.

Employees transferring from the fire suppression work period to the forty (40) hour workweek will have their accrual and bank hours converted to assure the same total dollar value for a given benefit or time. A reverse conversion of hours and benefits will be made for employees converting from the forty (40) hour workweek to the fire suppression work schedule. The formula for these conversions is shown in Appendix A. The current method

for converting balances from a 51.47 hour to forty (40) hour is to use the conversion factor of 1.2868 by dividing the hours by the conversion. Converting from forty (40) hour to 51.47 hour would require multiplying the balance by the conversion factor.

Any changes to the suppression workweek hours will require a correction of the conversion factors under Appendix A.

During temporary and light duty assignments, only those hours utilized will be converted.

19.9 TOBACCO PRODUCT USE

As a term and condition of employment, employees are prohibited from using tobacco products in any form, including e-cigarettes/vaping, while on duty. Use for verifiable medical and religious reasons shall be permitted. Employees needing to use tobacco products for verifiable medical or religious reasons shall notify the Fire Chief in writing.

The occasional use of a tobacco product (i.e. a cigar) for the purpose of celebration would not be considered a violation of this section.

Any employee who enrolls in, and successfully completes, an approved tobacco cessation program will have up to \$150 of their out-of-pocket cost for the program reimbursed to them upon providing satisfactory receipts for incurred expense. Employees must seek pre-authorization from the Fire Chief before enrollment and their tobacco-free status must be validated six months after program enrollment.

Program approval will be based upon the recommendation of the Oregon Tobacco Quit Line or through the employee's health care provider. Validation will be provided through the approved program, the employee's health care provider, or commercially available home testing kits.

19.10 PAYROLL OVERPAYMENT/UNDERPAYMENT PROCESS

Employees are subject to the Overpayment and Underpayment Process policy found in the Gresham Procedure Manual (GPM) dated November 1, 2018.

19.11 SUBSTANCE ABUSE POLICY AND TESTING PROCEDURES

Employees are subject to the Employee Substance Abuse Policy and Testing Procedures found in Appendix B.

ARTICLE 20 - SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific provision directly affected by such decision. Upon the issuance of such a decision, the Union and the City agree to negotiate a substitute, if possible, for the invalidated provision.

ARTICLE 21 - DURATION

This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022. It shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing, not later than January 15, of the expiring year, or any subsequent year, that it wishes to terminate or modify this Agreement for any reason.

Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of this Agreement.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this 20th day of August, 2019.

City of Gresham

IAFF Local 1062

/s/ Erik Kvarsten
Erik Kvarsten
City Manager

/s/ Kevin Larson
Kevin Larson
President, Local 1062

/s/ Mitch Snyder
Mitch Snyder
Fire Chief

/s/ Julie McAllister
Julie McAllister
Vice-President, Local 1062

Approved as to Form

/s/ Sherisa Davis-Larry
Sherisa Davis-Larry
Assistant City Attorney

Appendix A

ANNUAL HOURS CALCULATION, KELLY DAY CYCLES, AND CONVERSION FACTORS

Normal Schedule:	
365	Days per year
52	Weeks per year
24	Daily Work hours
3	Work Shifts
121.67	Shifts per year
2920.08	Annual work hours
56.16	Weekly work hours

KD every 1/12 cycle	
365	Days per year
52	Weeks per year
24	Daily Work hours
3	Work Shifts
111.53	Shifts per year
2676.67	Annual work hours
51.47	Weekly work hours
10.14	Kelly days per year

Example:
 $121.67 \text{ Shifts} / 18 \text{ Shift Cycles} = 6.76 \text{ Kelly Days per year}$

KD per year

KD Cycle	KD per yr	Wkly hrs	Annual hrs	*Conversion Factor
12	10.14	51.47	2,677	1.2870
11	11.06	51.05	2,655	1.2763
10	12.17	50.54	2,628	1.2635
9	13.52	49.92	2,596	1.2480

*to perform conversions of leave banks and hourly pay rate between shift and 40-hour assignments, use the operation specified in the table

	<i>From</i>	<i>To</i>	<i>Operation</i>
<i>Leave banks</i>	<i>40-hour</i>	<i>Shift</i>	<i>Multiply</i>
<i>Leave banks</i>	<i>Shift</i>	<i>40-hour</i>	<i>Divide</i>
<i>Hourly rate</i>	<i>40-hour</i>	<i>shift</i>	<i>Divide</i>
<i>Hourly rate</i>	<i>Shift</i>	<i>40-hour</i>	<i>Multiply</i>

Appendix B

SUBSTANCE ABUSE POLICY and TESTING PROCEDURES

1. POLICY AND DEFINED TERMS.

- A. The City and the Association are committed to maintaining a safe and healthy workplace for all employees by identifying the misuse of alcohol and controlled substances, assisting employees to overcome these problems through appropriate treatment and, if appropriate or necessary, disciplinary action. Unless otherwise provided by law, the presence or treatment of substance abuse will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions. Employees who engage in any conduct prohibited under this Policy may be subject to discipline, up to and including discharge, so long as just cause exists for such discipline.
- B. For purposes of this Policy only, the term “controlled substance” shall include: Substances regulated by the Federal Controlled Substance Act (21 USC 812) and those found in Oregon Revised Statute 475.005(6), other mind-altering or function-altering substances that are not approved for human consumption by the U.S. Food and Drug Administration, excluding any substance lawfully prescribed for the employee’s use and used in accordance with the prescription.

Marijuana is defined as a controlled substance for the purpose of this Policy, regardless of whether the marijuana was for medical or recreational use.

- C. The City will maintain an Employee Assistance Program (EAP) at no additional cost to the employee. The general purpose of the EAP will be to reduce problems in the workforce and retain valued employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including substance abuse that may have an adverse effect on job performance.
- D. For purposes of this Policy only, the term “reasonable suspicion” shall mean: An objectively reasonable suspicion based on specific, articulable facts or observations such as concerning the employee’s appearance, unusual behavior, speech, breath odor, body movements, abrupt change in pattern of conduct or other reliable indicators. The suspicion must be sufficient to lead a reasonable person to suspect the employee has consumed or is under the influence of controlled substances or alcohol such that the employee’s ability to safely perform their job is reduced. A reasonable suspicion is more than a hunch. An accident with or without a vehicle is not alone grounds for reasonable suspicion.
- E. For the purposes of this Policy only, the term “under the influence” shall mean: Blood Alcohol Content (BAC) of .02% or greater by volume of breath as indicated by an evidential breath test or a positive urine test for the presence of a controlled substance in the employee’s body in an amount that equals or exceeds the Cutoff Concentration (CC) amounts in the CC chart contained in the Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register at the time of testing.

2. PRESCRIPTION (RX) AND OVER-THE-COUNTER (OTC) MEDICATION.

- A. Except for medical marijuana, this Policy is not intended to prohibit the lawful possession or use of Rx or OTC medication taken in accordance with the prescription or intended use.
- B. Consumption of Rx or OTC medication that may affect an employee’s ability to safely perform assigned duties must be reported to a supervisor and/or the Human Resources department, before

the employee reports to work. Although an employee is not required to provide the City with the name(s) of the medication(s) taken, medical verification of the prescription may be required. Employees are responsible for consulting with the employee's healthcare provider (HCP) or pharmacist to determine whether there are any side effects or drug interactions that may affect the employee's ability to safely perform assigned duties.

- C. If an employee's use of such Rx or OTC medication(s) could adversely affect City operations or safety of City employees or other persons, the City may reassign the employee to other work or take other appropriate action to accommodate the physical or mental effects of the medication. In some cases, the supervisor may determine the employee should not report to work. The employee may have to receive and provide clearance from the employee's HCP before reporting to work.
- D. There will be no discipline of an employee for reporting, in advance of performing assigned duties, the use of a Rx or OTC medication which the employee believes may affect or impair the employee's ability to perform assigned duties.
- E. Supervisors and Human Resources staff that receive information relating to employee medical issues will be trained to comply with employee privacy rights related to HIPPA, and to keep employees' medical information confidential. Supervisors and Human Resources staff will share employees' information with others only as necessary and in compliance with this Policy and applicable law.
- F. Any costs not covered by the employee's health insurance related to the City's request and lawful medical verification under this Policy will be paid for by the City.

3. PROHIBITED CONDUCT.

The following conduct is prohibited:

- A. Possessing, selling, purchasing, distributing or using/consuming any controlled substance or drug equipment or paraphernalia while on duty;
- B. Failing to promptly report a conviction, arrest, citation, or plea-bargain for a controlled substance-related or alcohol-related criminal or traffic offense within 48 hours (post incarceration if applicable) or before reporting to work, whichever is sooner. All such convictions, arrests, citations, and plea-bargain arrangements must be reported as soon as possible to the Director of Human Resources, and the Chief of FES.
- C. Reporting for work, returning to work, or working under the influence of alcohol or controlled substances;
- D. Abusing any controlled substance which is lawfully prescribed for the employee's use (~~i.e.~~ e.g. by taking it contrary to the employee's HCP instructions, or by unlawfully obtaining it for the purposes of abuse);
- E. Failure to report use of prescribed medication (Rx) or over-the counter drugs (OTC) medication that may affect the employee's ability to safely perform assigned duties prior to reporting to work or while on duty;
- F. Failure to report reasonably known exposure or reasonably known unintentional ingestion of a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety;

- G. Failure to comply with “reasonable suspicion testing” and other directives required by the City for enforcement of this Policy. Examples may include, but are not limited to tainting, tampering/altering or diluting samples, falsifying information on testing forms, delaying attendance at a testing location, etc.; or
- H. Failing to cooperate in investigations regarding enforcement of this policy, assisting another person in violating this policy, or engaging in any other violation of this policy, etc.
- I. Employees are required to report known violations of this Policy to their supervisor, the Chief of FES or Human Resources. This provision does not apply to employees who are designated or elected Union representatives when the information relating to such violations was obtained while the representative was acting in their capacity as a Union representative.

4. CALL OUTS.

In the event the City wishes to call out an employee to perform additional duties, at a time when the employee was off-duty, and the employee has consumed intoxicants within eight (8) hours prior to the call out, the employee will notify the employee’s supervisor as to the type and amount of intoxicants the employee has consumed and whether consumption restricts the employee’s ability to work, and the City will decide whether the employee will be called out to perform additional duties.

5. TESTING.

- A. Before a supervisor, acting on behalf of the City under this Policy, may require an employee represented by the Association to submit to any test(s) related to this Policy, the supervisor must first obtain concurrence from the Chief of FES or designee, or Human Resources that the information available to the City regarding the subject employee is sufficient to support reasonable suspicion testing.
- B. Upon establishing reasonable suspicion under this Policy, the City may require the employee to immediately submit to reasonable suspicion testing. This may include urine, saliva, or breath testing. The City shall pay for the costs of the test(s).
- C. Urine testing will only be conducted at a federal Department of Health and Human Services-certified laboratory (NLCP/NIDA/SAMHSA). Breath testing may occur at a City Intoxylizer 8000 station or a medical clinic testing/collection site that is approved by the City for breath testing and which uses instruments on the Federal Register’s Conforming Products List and is HHS certified.
- D. If the City decides that testing is required, the City will immediately notify an Association Executive Board member and will communicate the basis of the reasonable suspicion to the Association Executive Board member. An Association Executive Board member may accompany the employee to the testing location and be present during the testing if the employee desires so long as the Association representative does not interfere with either the pre-testing process or the actual test. If undue delay would be caused by obtaining an Association representative, the City will coordinate with an Association representative so that an Association representative is given the opportunity to be available and present via phone video-conferencing during the transport to the testing location and pre-testing/testing process so long as the representative does not interfere.
- E. The employee who is the subject of reasonable suspicion testing will:
 - 1. Be promptly notified by the City there is a question regarding whether the employee has reported to work with alcohol or controlled substances in the employee’s body and that

the employee has a right to have an Association representative present throughout the notification, testing and referral process subject to 5D;

2. Be allowed to have an Association representative present for any meetings related to substance abuse notification, testing and referral process subject to 5D;
3. Be allowed to refuse to be interviewed or questioned by an employee or agent of the City without the presence of an Association representative, unless a safety emergency is evident;
4. Be allowed to refuse to be subjected to any City-initiated or directed meetings about substance abuse treatment programs/plans, administrative leave, paid or unpaid leave, or “last chance agreements” without the presence of an Association representative. However, the City may direct an employee to leave work and not return until such representation is available;
5. Be provided copies of all documents, materials, information and test results as soon as possible. Unless otherwise specified by the employee, all documents, materials, information and test results will also be provided to the Association, as soon as possible. The City will keep reporting employee information confidential.
6. The employee who is the subject of reasonable suspicion testing will not be allowed to drive to the testing location or home, and the employee may not drive the employee’s vehicle until after the employee is no longer under the influence of alcohol or a controlled substance.

6. POSITIVE TEST RESULT.

- A. In the event a test result is positive for controlled substance(s), the City shall require a second (2nd) confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent. This second (2nd) test must also yield a positive result to conclude the employee has such substance(s) present in their body.
- B. In the event of a positive test, the City will direct the laboratory to retain a sample for not less than thirty (30) calendar days for the purpose of allowing the employee or the Association to conduct an independent test at their expense at an HHS-certified laboratory. If the additional test reveals the original positive result was in error, the City will be provided a copy of the report and the City will bear the expense of the additional testing.
- C. In the event of a positive test pursuant to this Policy, the employee may be referred to the EAP or drug and alcohol counseling and treatment. The employee will also be subject to discipline, including discharge. An employee’s participation in this referral will be considered in determining what, if any, disciplinary action may be taken.
- D. After a positive test pursuant to this Policy, the employee may be subject to unannounced testing for a period to last no longer than two (2) years from the original date of the test result. Any unannounced testing shall be witnessed by an Association representative and will be conducted in the same manner as the reasonable suspicion testing. Any positive test result pursuant to this unannounced testing will result in discipline up to and including discharge.
- E. Failure to comply with a required test shall be treated as a positive test result and will subject the employee to discipline, up to and including discharge.

7. TREATMENT.

- A. If an employee believes they may have an alcohol and/or drug use problem, the employee is encouraged to contact the City's EAP provider, Human Resources and/or seek treatment from a medical professional *before* the problem results in unsatisfactory performance or attendance, or a violation of the City's rules and policies.

If an employee voluntarily enters a rehabilitation program for treatment of their substance abuse dependency, or provides substantiation that they have scheduled an intake assessment or made an appointment with a HCP to address their substance abuse dependency prior to being confronted with reasonable suspicion or other alleged violation of this policy, the employee will not be subject to discipline for violating this policy, provided the employee follows through with the recommendations of their HCP.

If an employee voluntarily enters treatment for their substance abuse dependency or schedules an intake assessment or makes an appointment with a HCP to address their substance abuse dependency after being confronted with reasonable suspicion or other violation of this policy, the employee's action in seeking treatment will be taken into consideration in determining the appropriate level of discipline. Employees will be allowed to obtain treatment for their substance abuse dependency irrespective of whether treatment is sought before or after a violation of this Policy.

- B. Upon written certification from the employee's substance abuse treatment provider that the employee is fit to resume duties, an employee who has not been discharged will be required to follow any after-care requirements or recommendations from the treatment provider, including unannounced testing pursuant to Section 6.D. above, as well as any requirements agreed upon between the City and Association. Return to work will require a written commitment to comply with the terms of this Policy. The voluntary seeking of treatment by an employee cannot be used to avoid the consequences of an act for which the employee would otherwise receive discipline.

8. SEARCHES.

Employees are reminded there shall be no expectation of privacy in property provided by the City to its employees, which includes, but is not limited to: desks, file cabinets, files, offices, drawers, equipment, city vehicles, lockers, etc., all of which remain the property of the City, and will be subject to search at the City's discretion without notice. Refusal to cooperate with lawful searches of City property will be considered a violation of this Policy and may result in discipline, up to and including discharge.

Appendix C

Insurance Summaries

Current Summaries are available at: GreshamOregon.gov/Benefits

City of Gresham Health Care Plan – Core Plan 7-1-19

City of Gresham Kaiser Medical Plan 7-1-19

City of Gresham Dental Plan

Kaiser Dental Plan

Willamette Dental Plan