

**COLLECTIVE BARGAINING AGREEMENT**

between

**THE CITY OF DALLAS, OREGON**

and

**THE POLK COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

**2020 – 2023**

## TABLE OF CONTENTS

|  |   |
|--|---|
| Article 1: Recognition .....             | 2 |
| Article 2: Payroll .....                 | 2 |
| Article 3: Probationary Period .....     | 2 |
| Section One: New Hires.....              | 2 |
| Section Two: Promotions.....             | 3 |
| Section Three: Extensions.....           | 3 |
| Article 4: Personnel Files .....         | 3 |
| Section One: Files .....                 | 3 |
| Section Two: Negative Materials .....    | 4 |
| Section Three: File Purging.....         | 4 |
| Article 5: Seniority .....               | 4 |
| Article 6: Layoffs.....                  | 5 |
| Section One: Order of Layoffs .....      | 5 |
| Section Two: Recall Rights.....          | 5 |
| Section Three: Bumping Rights .....      | 5 |
| Article 7: Promotions .....              | 5 |
| Article 8: Acting in Capacity .....      | 6 |
| Article 9: Holidays .....                | 6 |
| Section One: Accrual .....               | 6 |
| Section Two: Accumulation.....           | 6 |
| Section Three: Use of Holiday Time ..... | 7 |
| Section Four: Holiday .....              | 7 |
| Article 10: Vacation .....               | 7 |
| Section One: Vacation Scheduling .....   | 7 |
| Section Two: Vacation Accrual.....       | 7 |
| Section Three: Accumulation .....        | 8 |
| Article 11: Sick Leave.....              | 8 |
| Section One: Accrual .....               | 8 |
| Section Two: Utilization .....           | 8 |
| Section Three: Notification .....        | 8 |
| Section Four: Medical Verification.....  | 9 |

|  |    |
|--|----|
| Section Five: Value .....                        | 9  |
| Article 12: Leaves of Absence Without Pay .....  | 9  |
| Article 13: No Strike or Lockout .....           | 9  |
| Article 14: Savings Clause.....                  | 10 |
| Article 15: Dispute Resolution.....              | 10 |
| Section One: Grievance Definition .....          | 10 |
| Section Two: Exclusive Remedy .....              | 10 |
| Section Four: Grievances.....                    | 10 |
| Section Five: Grievance Procedure .....          | 11 |
| Section Six: Arbitrator Limitations .....        | 12 |
| Section Seven: Miscellaneous .....               | 12 |
| Section Eight: Decision .....                    | 12 |
| Section Nine: Informal Discussion Permitted..... | 12 |
| Article 16: Management Rights.....               | 12 |
| Section One: Management Rights.....              | 12 |
| Section Two: Informal Meetings .....             | 13 |
| Article 17: Discipline and Discharge .....       | 13 |
| Section One: Disciplinary Action .....           | 13 |
| Section Two: Progressive Discipline .....        | 13 |
| Section Three: Investigatory Interviews.....     | 14 |
| Section Four: Due Process.....                   | 14 |
| Article 18: Insurance .....                      | 14 |
| Article 19: Hours of Work.....                   | 15 |
| Section One: Workweek.....                       | 15 |
| Section Two: Shift Assignment.....               | 15 |
| Section Three: Overtime .....                    | 15 |
| Section Four: No Pyramiding.....                 | 15 |
| Section Five: Call Back .....                    | 15 |
| Section Six: FLSA 7(k) Election.....             | 16 |
| Section Seven: Mandatory Call Back.....          | 16 |
| Article 20: Union Security.....                  | 16 |
| Article 21: Non-Discrimination.....              | 16 |
| Article 22: Workers' Compensation .....          | 17 |
| Article 23: Retirement.....                      | 17 |

|   |    |
|---|----|
| Article 24: Wages .....   | 17 |
| Article 25: Term of Agreement.....  | 18 |
| Section One: Term of Contract.....  | 18 |
| Section Two: Successor Agreement .....  | 18 |
| Appendix A: Wages .....   | 19 |
| Appendix B: Use of Alcohol and Drugs.....   | 20 |
| Section One: Use .....  | 20 |
| Section Two: Informed of Testing Policy.....  | 20 |
| Section Three: Job-Related Incidents.....   | 20 |
| Section Four: Random Testing .....  | 20 |
| Section Five: Approval Required .....   | 20 |
| Section Six: Annual Testing; Other Testing .....                                    | 20 |
| Section Seven: Procedures for Urine Sample.....                                     | 21 |
| Section Eight: Procedure for Breath Sample.....                                     | 22 |
| Section Nine: Costs; Trained Physicians; Confidentiality .....                      | 22 |
| Section Ten: Drug Rehabilitation Program; Random Testing.....                       | 23 |
| Section Eleven: Counseling; Alcohol Rehabilitation Program .....                    | 23 |
| Section Twelve: Participation in Treatment.....                                     | 23 |
| Section Thirteen: Violation of Agreement(s); Discipline .....                       | 23 |
| Section Fourteen: Costs; Use of Sick Leave.....                                     | 23 |
| Section Fifteen: Call Back for Duty .....   | 23 |
| Section Sixteen: Responsibility of Member; Reporting Use to Manager.....            | 23 |
| Section Eighteen: Interference with Drug and Alcohol Article .....                  | 24 |
| Section Nineteen: Member Rights.....  | 24 |
| Section Twenty: Duty During Treatment; Return to Regular Duty; Follow-up Care ..... | 24 |

## **Article 1: Recognition**

This is an agreement by and between the City of Dallas, Oregon hereinafter “the City” and Polk County Professional Fire Fighters Association (International Association of Firefighters Local 4196), hereinafter “the Union”, for the purpose of setting the wages, hours and working conditions of City employees within the bargaining unit, and the promotion of cooperation, communication and understanding between the parties.

The City recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for all regular fulltime Emergency Medical Technicians, currently classified as Paramedics, employed by the City, excluding supervisors, confidential employees and any temporary or casual employees (“Paramedic unit”).

If the parties are unable to reach an agreement through the PECBA bargaining process, the paramedic unit shall retain the right to strike under ORS 243.726.

The City also recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and working conditions for the strike-prohibited, sub-bargaining unit composed of grant funded Firefighters/Emergency Medical Technicians, Firefighter/Paramedics, and Fire & EM Captain, excluding supervisors and confidential employees and any temporary or casual employees (“FF/EMT unit”).

If the parties are unable to reach an agreement through the PECBA bargaining process, the FF/EMT unit will bifurcate from the paramedic unit and proceed to binding interest arbitration under ORS 243.742.

This contract will be the sole agreement governing wages, benefits, hours, terms and conditions of employment unless a side agreement is agreed to in writing by the Union and the City. No individual agreements inconsistent with this Agreement or limiting any rights or benefits provided under this Agreement will be allowed between individual members of the bargaining unit and the City.

## **Article 2: Payroll**

Payday for employees shall be in accordance with existing practice, which shall not be changed without at least thirty (30) days prior notice to the Union.

The City, upon receipt of written authorization from any employee, shall make appropriate payroll deductions for retirement, health insurance, approved savings plans, union dues, deferred compensation or other customary services.

## **Article 3: Probationary Period**

### Section One: New Hires.

All newly hired employees, including those formerly employed by the City, shall be deemed on probation from the last date of hire for at least twelve (12) successive months of regular full-time employment

thereafter in order to demonstrate their qualifications to do the work to the City's satisfaction. The City shall evaluate the probationary employee's performance before the end of the period and determine whether the employee has successfully completed probation. An employee shall pass from probationary to regular employment status only upon receipt of a probationary performance evaluation so stating, or written documentation from the Fire Chief or designee stating that the probationary performance has been satisfactory.

In the case of the new hires, the City in its sole discretion may discipline, discharge or lay off an employee during the probationary period without recourse by the employee or the Union to the grievance procedure. There shall be no seniority afforded to probationary employees in case of layoff, bumping and recall, provided that each employee shall accrue seniority in his/her individual classification retroactive to the last date of hire as a regular full time employee upon successfully completing the probationary period.

#### Section Two: Promotions.

An employee promoted to a higher classification within the bargaining unit shall be deemed on probation for a period of at least twelve (12) consecutive months in that classification starting from the date of promotion to the classification.

If an employee is temporarily assigned to a higher classification and the employee is subsequently promoted to that higher classification, the time of the temporary assignment will not count toward the employee's twelve (12) months of promotional probation.

The City will evaluate probationary employees during the probationary period following promotion at not less than ninety (90) day intervals. If the City determines that the employee's performance in the promoted classification is less than satisfactory at any stage of the evaluation, the City will return the employee to his or her previous classification.

#### Section Three: Extensions.

The probationary period for all employees shall be extended for any period of time for which the employee is on an approved leave of absence for fourteen (14) days or longer. The extension period shall equate to the same amount of time the employee was on approved leave.

The City in its sole discretion may extend the probationary period for any employee for an additional period not to exceed six (6) months if the City determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the City shall notify the employee and the Union of such extension in writing.

### **Article 4: Personnel Files**

#### Section One: Files

The City shall maintain a personnel file for each employee. Access to the personnel file shall be limited to the employee, management personnel who have job related reasons for inspection of a file, or others

with a legitimate need for access as in any judicial, administrative or arbitration proceeding, or otherwise as required by law. An employee may schedule with Human Resources a time to review the material in his/her personnel file. Employees may request copies of the materials subject to reasonable copy charges.

Supervisors may keep a separate file for the purposes of yearly evaluations.

#### Section Two: Negative Materials

Material, which may be construed to be derogatory toward the employee, shall not be filed in the personnel file unless the employee has been provided a copy of the material or the material has been mailed to the employee's last known address. An employee may include a written statement of explanation or rebuttal to any materials placed in the file.

#### Section Three: File Purging

Upon employee written request, letters of reprimand shall be removed, at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letters(s) of reprimand or disciplinary action taken during the intervening period of time. Other disciplinary actions, such as suspension or demotion, may be removed if there are no other disciplinary action(s) taken during the prior sixty (60) months and the City determines the removal is appropriate. The decision to remove or not remove such documentation lies solely with the City without recourse by the employee or Union to the grievance procedure.

For all disciplinary items, even if the document is removed from the personnel file, the City reserves the right to use documentation to refute a claim that the employee did not have prior knowledge of a policy, rule or procedure. All documents removed from personnel files shall be retained in a separate file, not identifiable by employee name, to be used only for risk management/litigation defense and to show forewarning but not progressive discipline.

### **Article 5: Seniority**

Definition and Computation of Seniority: Seniority shall be defined as continuous service as an employee in the bargaining unit and shall commence upon satisfactory completion of the twelve (12) month probationary period, retroactive to initial date of hire within the bargaining unit. Seniority shall be maintained but not accumulated during a period of unpaid leave of absence in excess of six (6) months. Continuous service and seniority shall be broken by any of the following:

1. Resignation;
2. Discharge for cause;
3. Unauthorized leave of absence or failure to return within the time specified for authorized leave;
4. Layoff in excess of twelve (12) months;

5. Failure to respond within fourteen (14) calendar days to the City's written inquiry of the appointing power by certified mail relative to availability for employment appointment;
6. Failure to maintain a record of his/her current address during a period of layoff with the City;
7. Separation from the City because of illness or injury and PERS disability or retirement pension.

Seniority order in any job class, used in layoffs, shall be determined by date of promotion first, followed by date of hire within the bargaining unit used to determine seniority.

Continuous service for seniority purposes shall include absence due to paid leaves up to six (6) months.

## **Article 6: Layoffs**

### Section One: Order of Layoffs

In the event of a layoff, the City shall determine the number of positions to be eliminated by classification. Employees shall be selected for layoff in reverse order of seniority within the classification. Employees to be laid off shall receive thirty (30) days' notice of layoff.

### Section Two: Recall Rights

The names of employees who have attained seniority under the Seniority Article will be maintained on recall lists for a period of one year from the date of layoff, thereafter an employee's seniority and recall rights under this Agreement shall be terminated.

Names may only be removed from the recall list by request of the employee, failure to respond to a notice from the City or refusal to accept an available position. Employees shall have fourteen (14) calendar days from the date of mailing of a registered letter containing an offer of recall to accept or reject the position. A laid off employee shall be responsible for keeping the City advised of the employee's current address and telephone number as a condition of recall rights.

### Section Three: Bumping Rights

An employee who is laid off may bump a person in a lower classification, provided that the employee being displaced has less seniority than him/her. The employee moving to the lower classification must have served previously in that classification or be capable of performing all of the duties of the position as determined by the City.

## **Article 7: Promotions**

The parties recognize that promotional decisions are a management right. The City does not waive its right to select the most appropriate candidate for a position.

The City will consider an applicant's current employment status and work history with the City when making promotion decisions. The City will give preference to current employees. However, the City retains sole discretion in hiring decisions and application of this article is explicitly excluded from the grievance procedure. If this article becomes an issue during the life of the contract, the City retains the right to remove it.

## **Article 8: Acting in Capacity**

### Section One: Daily Operations

With written authorization from the Chief or his/her designee, employees assigned to work in a higher classification may receive a four percent (4%) wage differential if assigned for periods of longer than fourteen calendar days (this excludes periods for vacation, sick leave, workshops, etc.) to that position in a higher class.

In order to receive Acting in Capacity pay, the employee must be assigned the full range of duties and have full authority and responsibilities of the position he/she is filling, except discipline for union members.

Paid leave and benefit accruals shall be compensated at the employee's normal classification and regular rate of pay during any out of class assignment.

### Section Two: Conflagration Response

Personnel deployed on State Wide Emergency Mobilization shall receive pay rates for the position that they fulfill during deployment or their normal pay rate, whichever is higher. If a covered person is assuming roles and responsibilities above and beyond their normal daily duties, they shall be compensated as such due to the increased temporary work load, supervision performed, and liability assumed during a deployment. The time starts from the time personnel are activated until they have returned to the station.

5% Firefighter to Engine Boss

5% Captain to Strike Team Leader/ Task Force Leader or above

10% Firefighter to Strike Team Leader/ Task Force Leader or above

## **Article 9: Holidays**

### Section One: Accrual

Employees working in the Paramedic unit shall be entitled to eleven hours (11) per month holiday leave in lieu of holidays. Employees working in the FF/EMT unit shall be entitled to nine hours (9) per month holiday leave in lieu of holidays.

### Section Two: Accumulation

The holiday leave shall be awarded only at the end of each month after serving a full month's employment and shall not be taken until such leave is earned. Employees may bank up to a maximum of one hundred forty (140) hours of holiday time.

Section Three: Use of Holiday Time

All holiday time coverage must be submitted within 24 hours of the scheduled shift. Employees using holiday time will be responsible for finding their own replacements. Paramedics must find paramedic replacements unless authorized by the EMS Division Chief. The EMS Division Chief or the Fire & EMS Captain must approve holiday time off. The Fire & EMS Captain must have holiday time off authorized by a Chief Officer.

Section Four: Holiday

Employees scheduled to work on City holidays will not be allowed to use vacation or holiday time on the holiday except under rare circumstances and with the Fire Chief's or their designees approval.

**Article 10: Vacation**

Section One: Vacation Scheduling

Vacation shall be scheduled with supervisor's approval and according to the Department policy. Employee must give supervisors a minimum of fourteen days' (14) notice prior to scheduling vacation. Personnel scheduled on the same shift will not be allowed to request the same days for vacation time without authorization from the Operations Chief. Because of the nature of emergency services, vacation time may be subject to cancellation in extreme cases.

Probationary employees are not eligible to use vacation during the first six (6) months of the probationary period.

Section Two: Vacation Accrual

Full-time regular employees will be credited with 40 (forty) hours of vacation leave at the completion of their first full 6 (six) months of service, and an additional 40 (forty) hours at the completion of their first full year of service. Thereafter, they shall accrue vacation leave on a pro-rata basis each pay period according to the following schedule:

| <b>Years of Completed Service</b> | <b>Amount</b> |
|-----------------------------------|---------------|
| 24 months                         | 80 hours      |
| 25- 60 months                     | 108 hours     |
| 61-108 months                     | 132 hours     |
| 109-168 months                    | 152 hours     |
| 169-239 months                    | 172 hours     |
| 240+ months                       | 192 hours     |

Section Three: Accumulation

Vacation earned at the end of an employee's first six (6) months may be used during the employee's second six (6) months of employment or may be carried over, in whole or in part, until the employee has completed the first year of employment.

After the first year of employment, vacation shall be taken annually, in the year after it is earned according to the chart in section two, except where unusual circumstances prohibit the taking of the earned vacation, or any part of it. In such cases, unused vacation time may accrue, with the approval of the City Manager, up to a maximum of not more than one and one-half times the allowable annual vacation. Any unused accrued vacation hours over the maximum allowed will be forfeited on December 31 of each year except where unusual circumstances prohibit the taking of the earned vacation. All accrued and accumulated vacation time shall be scheduled and used as soon as practicable.

**Article 11: Sick Leave**

Section One: Accrual

Employees shall begin to earn sick leave on the first day of employment with the City. Sick leave with pay shall accrue at the rate of twelve (12) hours of leave for each full calendar month of the employee's service (144 hours per calendar year) for all union employees working more than a 40 hour week. The maximum sick leave accrual will be 1,500 hours. Sick leave will not continue to accrue once the employee's balance reaches the maximum allowable hours.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regular prescribed rate. Sick leave does not accrue during any period of unpaid leave of absence, except as required under Family Medical Leave laws.

Section Two: Utilization

- A. Sick leave shall be granted for any reason as required by law.

Section Three: Notification

If an employee's need to use sick leave is unforeseeable, the employee shall inform his or her immediate superior as soon as practicable. Absence for a fraction or a part of a shift that is chargeable to sick leave in accordance with these sections shall be charged proportionately.

If the reason for sick time is a foreseeable absence (such as a pre-scheduled medical appointment), the employee must provide written notice as soon as practicable in advance of the absence. When an employee uses sick time for a foreseeable absence, the employee shall make a reasonable effort to schedule the leave in a manner that does not unduly disrupt the operations of the City of Dallas.

#### Section Four: Medical Verification

The City may require medical verification after an employee has been on sick leave for three (3) consecutive days. However, the department manager or City Manager may require medical verification for sick leave taken under three (3) days if the employees pattern of sick leave use indicate potential abuse of sick leave. The City will comply with all laws regarding medical verification.

#### Section Five: Value

Sick leave has no cash value.

### **Article 12: Leaves of Absence Without Pay**

Employees who have been continuously employed within the bargaining unit for at least one (1) year may request a leave of absence without pay for a reasonable period of time. For leaves of absence longer than three months (3), the employee and City will enter an agreement regarding the terms and conditions of the leave and the employee's return to work. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, staffing levels, and the expected impact of the leave on the City. The decision to grant a leave without pay is entirely within the City's discretion.

Requests shall be in writing and specify the starting and ending date of the leave. The City Manager must approve requests. An employee who fails to report to work on the first working day after the leave expires will be considered to have voluntarily resigned.

Paid leave and sick leave shall not accrue during an unpaid leave of absence.

Employees on leaves of absence may continue group health insurance for a certain period of time at his or her own expense. However, continuation does not occur automatically. The employee must notify the City in writing within 60 (sixty) days after the date a covered family member will lose coverage or the covered family member will permanently lose the right to continuation coverage. Election of coverage and payment of the premium must then occur within a specified time limit for coverage to continue.

### **Article 13: No Strike or Lockout**

During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article.

In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make reasonable attempts to secure an immediate and orderly return to work.

## **Article 14: Savings Clause**

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

## **Article 15: Dispute Resolution**

### Section One: Grievance Definition

For purposes of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement

### Section Two: Exclusive Remedy

Grievances shall be initiated and processed in the manner provided below. The parties acknowledge that this process is the exclusive and binding process for the resolution of disputes constituting grievances.

### Section Three: Time Limits and Procedures

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Any such waiver must be reduced to writing by the party requesting it and agreed to in writing by the other party (exchanged e-mails shall be sufficient to meet this requirement). Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The City shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon in writing. Upon failure of the City to respond to a grievance within the specified time limits, the Union will be permitted to advance the grievance to the next step.

### Section Four: Grievances

The written grievance shall include:

1. The name and position of the employee by or on whose behalf the grievance is brought.
2. The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.
3. A clear and concise statement of the grievance including the relevant facts necessary to provide a full and objective understanding of the employee's position.
4. The specific provision or provisions of this contract allegedly violated by the City.

5. The remedy or relief sought by the employee.
6. The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.

Section Five: Grievance Procedure

**Step One:** Within fifteen (15) calendar days after the incident that led to a grievance, the aggrieved employee shall discuss the matter with the Operations Chief. The employee must make clear to the Operations Chief that he/she believes the contract was violated. Furthermore, the employee must follow-up with the Operations Chief via email within twenty-four (24) hours.

If the parties cannot resolve the grievance, the employee or Union shall file a formal grievance with the employee's Operations Chief. The Operations Chief or another representative of the City will, within fifteen (15) days of receipt of the grievance, render a decision after meeting with the aggrieved employee and/or Union representative. If the grievance is not resolved, the employee will, within ten (10) calendar days of the City's decision, proceed to Step 2.

**Step Two:** The grievance, along with all pertinent written information will be submitted to the Department Head or designee. The Department Head or designee will meet with the employee and/or the Union representative and will render a decision within fifteen (15) calendar days of the receipt of the grievance. If the Department Head's decision does not resolve the grievance, the Union may advance the grievance to Step 3.

Instead of advancing immediately to Step 3, within fifteen (15) calendar days of receipt of the City's response in Step 2, either party to the labor contract may request mediation. Both parties must agree to mediation. If agreed to by both parties, the Union will contact the State Conciliator of the Employment Relations Board and a mediation session will be held with an assigned mediator. If mediation is not successful, a request shall be made within ten (10) calendar days from the conclusion of mediation, for a list of arbitrators. Mediation shall be concluded when (1) the parties mutually agree in writing that the grievance is resolved; and (2) the Union provides written notice that the grievance is withdrawn; or (3) either party notifies the other party and the mediator in writing that it wishes to conclude mediation, but only after at least one mediation session has been held.

**Step Three:** If the Union chooses to advance the grievance to Step 3, the Union must provide notice to Human Resources and request a list of arbitrators from the Employment Relations Board within fifteen (15) days of the City's response in Step 2 unless mediation has been requested. If the parties do not agree to mediation, the Union must request a list of arbitrators within fifteen (15) days of the refusal to mediate. Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the party requesting arbitration shall strike the first name from the list. Strikes shall be exercised alternately until each party has exercised three (3) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection; and the arbitrator shall schedule a hearing.

Section Six: Arbitrator Limitations

The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this contract; nor to substitute the arbitrator's judgment for that of the City as to any matter within City's discretion under this contract, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this contract.

In the event the parties dispute timeline issues of the grievance procedure, the arbitrator will be limited to hear the timeliness argument first, including any closing summations by the parties. The arbitrator will then rule from the bench on the timeliness issue. The arbitrator will not hear the merits of the grievance at that time.

Section Seven: Miscellaneous

The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Any necessary expenses for the services of the arbitrator shall be paid by the losing party, as determined by the arbitrator. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses, subject to changes in relevant case law. The names of any witness to be used in arbitration, except rebuttal witnesses, by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

Section Eight: Decision

The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

Section Nine: Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

**Article 16: Management Rights**

Section One: Management Rights

It is recognized that an area of responsibility must be reserved to the City if City government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be

exercised by the City and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

- A. The determination of the governmental services to be rendered to the citizens of Dallas.
- B. The determination of the City's financial, budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City Council establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of duties and qualifications of job classifications; the right to hire, promote, transfer and retain employees; the right to discipline or discharge; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or divisions within the department; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698.

#### Section Two: Informal Meetings

This Article shall not preclude the Association and the City from meeting during the period of this Agreement at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties.

### **Article 17: Discipline and Discharge**

#### Section One: Disciplinary Action

Disciplinary action may be imposed upon a non-probationary employee only for just cause.

#### Section Two: Progressive Discipline

The City will use progressive discipline unless the misconduct is of a serious nature that merits a higher level of discipline. Examples of serious misconduct may include, but are not limited to, violence or threats in the workplace, being intoxicated or otherwise impaired while working, and sexual harassment. Discipline may include but is not limited to written reprimand, suspension without pay, demotion, and discharge.

Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses.

Section Three: Investigatory Interviews

An employee has the right to have a steward present at an interview with a supervisor when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action. The interview may not be unduly delayed to await a particular unavailable steward when other stewards may be available.

Section Four: Due Process

For economic discipline, the City will provide the employee with the following procedures:

- A. The employee will be notified of the charges or allegations which may subject them to discipline;
- B. The employee will be provided written notification of the disciplinary sanctions being considered at least four (4) calendar days prior to the proposed effective date of action;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- D. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

**Article 18: Insurance**

Section One: Coverage

The City will provide health insurance coverage for its employees and their eligible dependents. This coverage shall also include coverage for vision, dental and chiropractic.

Section Two: Plan

The City offers CoPay Plan G with the accompanying alternative care option.

- B. The City will contribute ninety-five percent (95%) of the monthly insurance premium, and employees will contribute five percent (5%) of the monthly insurance premium.
- B. In the event the City is no longer able to offer CoPay Plan G to the union, the parties agree to reopen this article.

Section Three: VEBA

The City will fund a VEBA contribution of \$125 per month for each employee.

## **Article 19: Hours of Work**

### Section One: Workweek

The current standard work week is fifty-six (56) hours. Management reserves the right to alter work shifts dependent on operational needs with a minimum of fourteen days (14) days' notice. The City will make every effort to give employee thirty days' (30) notice of a shift change.

The City shall establish the work schedule and work period. The Fire Chief or designee shall delegate individual work assignments within the work schedule. The standard workweek is Monday from 0000 to Sunday at 2359.

The current 56 hour work week is not a guarantee of 56 hours per week for each employee.

### Section Two: Shift Assignment

The Fire Chief delegates shift assignments (A, B and C).

### Section Three: Overtime

For employees working in the Paramedic unit, hours worked in excess of forty (40) hours per week shall result in pay at one and one-half (1 ½) times the employee's base rate.

For employees in the FF/EMT unit, hours worked outside the employee's normal scheduled shift, with the exception of trade shifts, shall result in pay at one and one-half (1 ½) times the employee's base rate.

For employees working in the Paramedic or FF/EMT unit, overtime hours can be paid or, at the employee's option with the City of Dallas approval, accumulated at time and one-half up to a maximum of 48 hours and taken as comp time off. Employees are encouraged to work with their manager/supervisor to schedule and use comp time within 60 days of when it is accrued. When an employee is separated from employment with the City of Dallas, any remaining comp time will be paid to the employee.

### Section Four: No Pyramiding

There will be no pyramiding for overtime pay. The first forty (40) hours an employee works per week shall be paid at straight time. Anything after that, shall be paid at the overtime rate.

### Section Five: Call Back

Employees called back to duty shall be paid for actual hours worked, but in no case of a required mandated call back shall pay be less than three (3) hours at a rate based on the 40 hour work week. If the employee is relieved and chooses to leave prior to the end of the three (3) hour minimum call back time, the employee will be paid for the actual time worked. The three (3) hour minimum call back time begins when the employee arrives at their assigned station.

Emergency third medic call back will be handled according to Department Policy.

For the purpose of this Article, the three (3) hour minimum will not apply to overtime previously scheduled including but not limited to meetings, classes, or other approved overtime.

Holdover time of less than fifteen (15) minutes due to the late arrival of paid relief will be considered to be *de minimus* under FLSA and will not be compensated. Holdover time as the result of an emergency response will be compensated at a rate based on the forty (40) hour work week.

#### Section Six: FLSA 7(k) Election

For employees working in the FF/EMT unit, a twenty-eight (28) day cycle is declared for the purpose of overtime calculation under Section 7(k) of the Fair Labor Standards Act (FLSA). Any additional overtime will be paid at the end of each twenty-eight (28) day cycle at one and one-half (1 ½) times the regular rate for any hours worked over the 212 in the twenty-eight day cycle and are counted toward satisfying the FLSA monetary overtime requirement.

#### Section Seven: Mandatory Call Back

In the event management is required to mandate an employee for shift, they shall provide as much advance notice as possible. The employee with the least amount of overtime during the last three months, and within the job classification if possible, will be drafted. If two or more employees have an equal amount of overtime hours, the least senior employee shall be drafted for mandatory overtime. The drafted employee may only refuse mandatory overtime if they are physically incapable, taking a previously scheduled vacation, or if the draft would create an undue hardship.

### **Article 20: Union Security**

Upon written authorization by the employee, the City shall make monthly deductions from the employee's wages of the amount designated by the Union as regular and uniform Union dues. Such amounts shall be remitted monthly to the Union. Dues deduction authorizations shall remain valid unless revoked by the employee in writing. The City shall correct any errors within thirty (30) days of their verification.

The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City in exercise of the sections of this article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the City.

### **Article 21: Non-Discrimination**

The City and the Union agree that there shall be no discrimination against any employee for her/his activity in protected union activities or other activities dealing with representation matters.

This Agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, mental/physical handicaps unrelated to job performance, religion, or political affiliation. Disputes

arising under this article for which there is legal remedy may not be processed through the grievance procedure. If no forum for legal remedy exists, and it meets the definition of a grievance, the disputes are subject to the grievance procedure.

The Union and the City shall equally share the responsibility for upholding the provisions of this article.

### **Article 22: Workers' Compensation**

All Union employees will be insured under the provisions of the Oregon State Workers' Compensation Act and City policy for injuries received while at work for the City.

### **Article 23: Retirement**

During the term of this Agreement, the City and the Union will continue to participate in the Oregon Public Employees Retirement System (PERS). The City will pay for their portion of the PERS retirement.

The City shall "pick-up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS 238.205(5)(a) and ORS 238A.330.

The City shall credit unused sick leave to increase retirement benefits as provided under PERS in ORS 238.350.

### **Article 24: Wages**

#### Section One: Salary Schedule

Wages covered by this agreement effective July 1, 2020 shall be in accordance with Appendix A.

#### Section Two: Salary Increases

1. Effective June 24, 2020, bargaining unit employees shall receive a cost of living adjustment as follows:
  - Paramedic unit employees will receive a COLA of 4%
  - FF/EMT and FF/Paramedic employees will receive a COLA based upon the CPI-U Pacific Index for the previous calendar year, rounded to the nearest one-tenth, which is equal to 2.6%.
  - Captain employees will not receive a COLA, but the City will adjust the salary range to establish a 4% increase between each step, applying 4% to Step 1 to establish Step 2, adding 4% to that new total to establish Step 3, etc. Captain employees' current monthly salary will be adjusted to reflect the change made to their current step (e.g., if a Captain is currently at Step 3, his salary effective June 24, 2020, would be \$6,700.51).

2. Effective June 24, 2021, all bargaining unit employees shall receive a cost of living adjustment based upon the CPI-U Pacific Index for the previous calendar year, rounded to the nearest one-tenth with a minimum of 2% and a maximum of 3%.
3. Effective June 24, 2022, all bargaining unit employees shall receive a cost of living adjustment based upon the CPI-U Pacific Index for the previous calendar year, rounded to the nearest one-tenth with a minimum of 2% and a maximum of 3%.

## Article 25: Term of Agreement

### Section One: Term of Contract

This agreement covers the period from July 1, 2020 through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties. All such amended language must be in writing and signed by the parties.

### Section Two: Successor Agreement

Either party may notify the other of their desire to negotiate a successor agreement. Such notification must be given no later than February 1, 2023. Should neither party open negotiations for a successor agreement, this agreement shall automatically renew from year to year.

FOR THE CITY OF DALLAS



\_\_\_\_\_  
Brian Latta, City Manager

Date: 07/22/2020

FOR THE ASSOCIATION



\_\_\_\_\_  
Frank Ehrmantraut

Date: 7/22/2020

**Appendix A: Wages**

**IAFF 2020-2023 CBA**

|              | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Paramedic    | 4,196.33 | 4,364.18 | 4,538.75 | 4,720.30 | 4,909.11 | 5,105.47 | 5,309.70 | 5,522.09 |
| FF/EMT       | 4,185.31 | 4,352.72 | 4,526.84 | 4,707.91 | 4,896.23 | 5,092.08 | 5,295.75 | 5,507.58 |
| FF/Paramedic | 4,436.43 | 4,613.88 | 4,798.45 | 4,990.39 | 5,189.99 | 5,397.60 | 5,613.50 | 5,838.03 |
| Captain      | 6,195.00 | 6,442.80 | 6,700.51 | 6,968.53 | 7,247.27 | 7,537.16 | 7,838.65 | 8,152.20 |

Effective June 24, 2020

## **Appendix B: Use of Alcohol and Drugs**

### Section One: Use

The City and the Union jointly recognize that alcohol and drug use by a member which adversely affects job performance may constitute a serious threat to the health and safety of the public, the member and coworkers and is grounds for disciplinary action. The use of, or being under the influence of, alcoholic beverages or controlled substances as defined by the law, excluding any substance lawfully prescribed for any member's use that does not impair the member's performance, shall not be permitted at the work site and/or while on duty.

### Section Two: Informed of Testing Policy

All members will be fully informed of the City's drug and alcohol testing policy and procedures before any testing is administered. Newly hired members will be provided with this information as part of their orientation. No member shall be tested until this information is provided to him/her.

### Section Three: Job-Related Incidents

At the City's discretion, drug or alcohol testing may occur when the member has been involved in a job-related incident that results in injury or property damage or in those circumstances where there is reasonable suspicion based on specific articulated observations about work performance or such items as appearance, behavior, speech or body odor which leads the City to believe the member is under the influence of alcohol or drugs while on duty.

### Section Four: Random Testing

The City may implement a random drug testing program. Any random drug testing program shall conform to the all other parts of this collective bargaining agreement. Any random drug testing shall be done during a member's normal on-duty time and shall not interfere with scheduled vacation or other time off granted prior to notice of the drug test. The members selected for random drug testing shall be made by a scientifically valid method of ensuring randomness. The rate of random testing shall be no more than two (2) members per calendar quarter of the year.

Random testing may also occur in accordance with Section 10 of this Article, or as otherwise provided by state and federal laws.

### Section Five: Approval Required

No testing may be conducted without the approval of the Fire Chief or his/her designee.

### Section Six: Annual Testing; Other Testing

On an annual basis, the Dallas Fire Department may administer the "Insta-Cup Multi-Drug Screen Panel" or similar and agreed upon in writing if the Insta-Cup Multi-Drug Screen Panel becomes unavailable. If the test is presumptive positive, the specimen will be forwarded for laboratory analysis using the

standards and mechanisms recommended by a licensed medical laboratory concerning submitting the sample from the Insta-Cup Multi Drug Screen panel. The Union reserves the right to reopen this section if they are dissatisfied with the laboratory's procedure.

Other than for the annual in-house testing, the department shall use the standards and mechanisms below for testing:

- A. The City will select a licensed medical laboratory that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in applicable urine and breath analysis for the screen. Members will be escorted to the medical laboratory by a person designated by the Human Resources Manager.
- B. Substances tested: All urine samples will be tested for chemical adulteration, and controlled substances as defined by law and in accordance with accepted medical protocol.
- C. Test results for alcohol will be considered positive when there is any detectable level of alcohol in the sample content.
- D. The following testing mechanisms shall be used for any test for alcohol or drugs performed on members:
  - i. Any urine screening will be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS) for drugs or Gas Chromatography-flame Ionization Detection (GC-FID) for alcohol. Alcohol tests shall be performed by standard laboratory breath alcohol analysis. A breath alcohol test will be performed; if the results show any detectible level of alcohol, the member may request a second test in accordance with accepted medical protocol.

Section Seven: Procedures for Urine Sample

The following procedures will be used whenever a member is requested to give a urine sample:

- A. The member will be transported as soon as possible to a medical laboratory or clinic designated by the Fire Chief. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.
- B. At the time of the testing, the member will be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
- C. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, a member shall be entitled to the presence of a Union representative before testing is administered, provided it does not unreasonably delay the testing.

- D. Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one year (per NIDA regulations) and then destroyed. If the test is negative, both samples will be held for seven days and then destroyed.
- E. The sample will first be tested using the screening procedures set forth in Section 6.d of this Article.
- F. If the test is positive for the presence of controlled substances, the member will be notified of the positive results no later than twenty-four hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The member will then have the option of having the untested sample submitted to a laboratory of the member's own choosing which meets the standards specified in Section 6.a of this Article. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven days and then destroyed.
- G. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.

Section Eight: Procedure for Breath Sample

The following procedure will be used whenever a member is requested to give a breath sample:

- A. The member will be transported as soon as possible to the City designed medical clinic or laboratory. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- B. After the breath sample has been taken, and the test is determined by the technician to have been properly executed, if the test results do not show any detectable level of alcohol, no further testing is necessary.
- C. If the test results show a detectable level of alcohol, the member shall have the option of repeating the breath test. If the member chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the confirmation test does not show a detectable level of alcohol, the confirmation test result is deemed to be the final result upon which any action shall be taken.
- D. The member will be provided with copies of all documents pertinent to the test.
- E. Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.

Section Nine: Costs; Trained Physicians; Confidentiality

The City will bear the cost of the initial and confirmatory tests. If a member chooses to test the second sample, the member will pay the cost of the test. However in the event that the second sample produces a negative test, the City will reimburse the member for the cost of the second sample testing.

Testing will be evaluated in a manner to ensure that a member's legal drug use does not affect the evaluation of the test results. All test results will be evaluated by a suitably trained physician. Test results will be treated with the same confidentiality as other member medical records.

Section Ten: Drug Rehabilitation Program; Random Testing

A member who has tested positive for the presence of drugs may be required to enroll in and complete a drug rehabilitation program as a condition of continued employment, including signing a rehabilitation agreement and agreeing to submit to random drug testing for a period of twelve (12) months. In addition, the City will conduct random drug tests of members as described in Section 6.

Section Eleven: Counseling; Alcohol Rehabilitation Program

A member who has tested positive for the presence of alcohol will be required to enroll in counseling by a medical professional, and if deemed appropriate by the medical professional, enroll in and complete an alcohol rehabilitation program as a condition of continued employment and sign a rehabilitation agreement. If the member refuses to accept the above stated conditions he/she is subject to termination.

Section Twelve: Participation in Treatment

A member's participation in a drug or alcohol counseling and treatment will be considered in determining what, if any, disciplinary action may be taken.

Section Thirteen: Violation of Agreement(s); Discipline

If a member violates the terms of agreed-to treatment or again tests positive in a twelve (12) month period, the member will be subject to immediate discipline, which may include discharge.

Section Fourteen: Costs; Use of Sick Leave

The cost of treatment will be covered as defined in the City of Dallas' medical insurance program and/or the Employee Assistance Program. The member may use accrued sick leave to attend treatment.

Section Fifteen: Call Back for Duty

In the event that the City contacts a member in a call-back situation to perform additional duties and the member has consumed alcohol or drugs in a quantity that would violate the standards of this Article including impairing the member's ability to perform his duties, the member must decline the request to report for duty. If the member reports to work, he/she shall be subject to the provisions of this Article.

Section Sixteen: Responsibility of Member; Reporting Use to Manager

It is the responsibility of the member for whom drugs have been prescribed to ask the treating physician whether the use of the drug may limit or impair the member's ability to perform employment related

duties safely and efficiently and what restrictions, if any, should be followed. Members using prescribed medications are responsible for meeting the obligations of Section 1 and for reporting to their manager the medications they are taking.

Section Seventeen: Administrative Searches; Union Representation

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of members and /or assigned City property and/or their personal property excluding personal vehicles parked on City property. A member has the right to request a Union representative be present during the search, provided the search is not unreasonably delayed by accommodating this provision. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or to restrict searches related to any criminal investigation.

Section Eighteen: Interference with Drug and Alcohol Article

Any activity which purposely interferes with this Drug and Alcohol Article will be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath or urine samples; falsifying information regarding the use of any prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 17.

Section Nineteen: Member Rights

The member has the following rights:

- A. The right to a Union representative up to and including the time the sample is given; however this provision shall not unreasonably delay testing. Nothing herein shall restrict the member's right to representation under general law.
- B. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing of the member will be discontinued, except as specified in Section 13 of this Article.
- C. The member will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in his/her medical file. All test results will be kept confidential by the City.
- D. Any member who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

Section Twenty: Duty During Treatment; Return to Regular Duty; Follow-up Care

If a member successfully completes a treatment program and is released for duty, he shall be returned to his/her regular duty assignment. Member assignments during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.