

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

| MEETING DATE | AGENDA ITEM NUMBER |
|---------------|--------------------|
| June 17, 2014 | |

TO: Mayor Shoji and City Councilors

FROM: Rodger Craddock, City Manager

ISSUE: Labor Negotiations

BACKGROUND:

The labor contract between the City and the Coos Chapter of the International Association of Fire Fighters Local #2935 (IAFF) is slated to expire on June 30, 2014. In October 2013, the City received notification from IAFF's attorney, Rhonda Fenrich, expressing the union's desire to enter into contact negotiations. Chief Anderson and I met with IAFF's Bargaining Team members on November 26, 2013, December 11, 2013, February 14, 2014, and February 28, 2014. At the conclusion of the meeting on February 28th, the City contracted with the Local Government Personnel Institute (LGPI) to assist in the negotiations. With LGPI's assistance, the City and IAFF have collectively arrived at several tentative agreements, subject to your approval. Below you will find a summary of the highlights of those tentative agreements.

Salaries: Based on tentatively agreed upon and negotiated Collective Bargaining Agreement (CBA), bargaining unit members would receive the following increases in salary over the term of the CBA:

July 1, 2014 – 1% (Cost of living Adjustment based on March 2014 U.S. Consumer Price Index – West Class B/C Cities (US CPI-W B/C)).

July 1, 2015 – 2% - 5% (COLA increase to be based upon January 2015's US CPI-W)

July 1, 2016 – 2% - 5% (COLA increase to be based upon January 2015's US CPI-W)

Note 1: CPI measures the average monthly change for a market basket of goods and services bought by a typical consumer including food, transportation, shelter, utilities, clothing, medical care, and entertainment. The CPI published by the Bureau of Labor Statistics in the Department of Labor uses the years 1982–1984 as a reference base. It is widely used as a cost-of-living benchmark to adjust Social Security payments and other payment schedules, union contracts, and tax brackets. Also known as the cost-of-living index, it is a common indicator of price inflation (Dictionary of Finance and Investment Terms. Barron's Educational Series, Inc, 2010).

Note 2: The CPI West Class B/C Cities (CPI-W B/C) is an inflation index based on the thirteen most Western states with populations under 1,500,000 (U.S. Department of Labor, Bureau of Labor Statistics). This is the same inflation index which is incorporated in our collective bargaining agreements with the

Coos Bay Police Officer's Association (CBPOA) and the American Federation of State, County, and Municipal Employees (AFCME).

Vacation / Holidays: Under the current CBA, bargaining unit members are allowed to use accrued vacation time in four hour increments. Based on tentatively agreed upon and negotiated change, bargaining union members will be allowed to use accrued vacation time in two hour increments as long as doing it does not create an overtime situation.

Overtime: Under the current CBA bargaining unit members are eligible for three hours of call-back pay (overtime), at minimum, when called back to work. Based on tentatively agreed upon and negotiated change, bargaining union members will only receive overtime for actual time worked when called in to work within one hour of a scheduled shift.

Sick Leave: Under the current CBA, bargaining unit members earn 15 hours of sick leave per month but are limited to accruing no more than 1,440 hours of unused sick time. Based on tentatively agreed upon and negotiated change, bargaining union members will be allowed to accrue up to 1,600 hours of unused sick time.

Under the current CBA, bargaining unit members who retirement with ten or more years of service to the City of Coos Bay's Fire Department shall be paid a percentage of their unused sick leave into a Deferred Compensation Plan. The percentage is equal to the completed years of service with the Department. Based on tentatively agreed upon and negotiated change, bargaining union members will be allowed to deposit the allowable percentage of unused sick leave at retirement into a Deferred Compensation Plan and/or a Health Retirement Account (HRA).

Note 1: IAFF is the only union which has a cap on their sick leave accrual, although they earn sick leave at a higher rate than employees from other departments.

Note 2: Increasing the sick leave accrual cap and providing the ability to deposit a percentage of their time accrued at retirement provides an increased incentive for employees to limit sick time usage which has a relational effect on lowering of overtime needed to maintain mandatory staffing at the current level.

Medical/Dental Insurance: The tentatively agreed upon and negotiated change to the benefit language brings the wording substantially similar to that used in the CBPOA, and AFSCME CBAs.

Physical Fitness Incentive: The tentatively agreed upon and negotiated change increases the difficulty the test and required amount of gym time in order for bargaining unit members to qualify for the incentive.

The CBA between the City and the IAFF in its entirety and in legislative format (showing changes and revisions) is attached.

BUDGET IMPLICATIONS:

Based on the current makeup of the Department and the proposed IAFF collective bargaining agreement, the Budget Committee has approved the expenditure of up to \$2,119,184 on employee related compensation (salary, overtime, incentive pay(s), health insurance, PERS, Social Security, Medicare, Workers Compensation insurance, etc.) for FYE 2015.

The negotiated tentative agreements listed above would represent an increase of \$11,640 over the current FYE2014. The budget committee approved and the Council adopted the FYE2015 budget does have sufficient capacity this proposed increase

The total possible three year financial impact over the life of the contract could be as high as \$84,656.00. This would only be possible if inflation (cost of living as per the consumer price index) at or above 5% for both FY 2015 and FY 2016. This is unlikely as a seventeen year average for the CPI-W B/C index is just under 2% yearly increase. Using history, we can project the probable impact over three year contract is closer to \$58,636. This figure is based on current PERS, health insurance, workers compensation, etc. rates which could fluctuate during the term of the contract.

ADVANTAGES:

The provisions of the proposed contract fall within the acceptable guidelines given to staff during prior executive sessions.

DISADVANTAGES:

None

RELATED CITY Goal:

The negotiation of this agreement was conducted in an effort to help achieve the City goal of "...maintain[ing] a sustainable budget that reflects City priorities and ***realizes current economic conditions***" (emphasis added).

ACTION REQUESTED:

Approve the tentatively negotiated contract changes and allow the City Manager to sign a new three year labor contract with the Coos Bay Chapter of the International Association of Fire Fighters Local #2935.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
COOS CHAPTER, IAFF LOCAL #2935

July 1, ~~2011~~ 2014 through June 30, ~~2014~~ 2017

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the City of Coos Bay, Oregon, hereinafter referred to as the City, and the Coos Bay Chapter, IAFF Local #2935, hereinafter referred to as the Union, has as its purpose the setting forth of the full and complete agreement between the parties on matters relating to wages, hours of work, working conditions and the promotion of a harmonious relationship between the parties.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Fire Department employed in the classification of Firefighter/ Engineer and Lieutenant.

ARTICLE 3 - PRESENT PRACTICES

It is the intent of the parties that employees shall suffer no loss of compensation through the signing of this Agreement. Only those existing and future benefits and work rules as are specifically covered by terms of this contract shall be affected by the execution of this Agreement. This Article does not reduce either party's rights as provided for under the PECBA, including but not limited to ORS 243.698.

ARTICLE 4 - SALARIES

- A) Salaries of employees covered by this Agreement shall be in accordance with the amounts set forth in Appendix A attached hereto and by reference made a part of this Agreement. Wages will be adjusted as follows:

Effective July 1, ~~2011~~ **2014**, the wages for all bargaining unit employees shall be increased by ~~three~~ **one** percent (~~3~~ **1**%);

Effective July 1, ~~2012~~ **2015**, the wages for all bargaining unit employees shall be increased by the percent equal to the US CPI-W **Size B/C**, January of the previous year to January of the current year with a minimum increase of two percent (2%) and a maximum increase of five percent (5%);

Effective July 1, ~~2013~~ **2016**, the wages for all bargaining unit employees shall be increased by the percent equal to the US CPI-W **Size B/C**, January of the previous year to January of the current year with a minimum increase of two percent (2%) and a maximum increase of five percent (5%);

Advancement of an employee to the next higher pay step in the employee's classification shall be effective the first day of the month following completion of twelve (12) months in the current step.

- B) The City shall make all PERS contributions, including a pick-up of the employee's

contribution rate. In the event of the passage on any law, or court order that bars the City from making the employee's contribution to Public Employee's Retirement System, the City agrees to immediately increase the employee's base pay by six percent (6%).

The City shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The City shall pick-up the employee's contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative rules pursuant to OPSRP statutes.

ARTICLE 5 - OVERTIME

- A) Overtime pay eligibility shall be determined pursuant to the Fair Labor Standards Act and regulations. Accounting of hours shall be based upon a practice of rounding to the next quarter (1/4) hour.
- B) For purposes of this agreement there shall be no compensatory (comp) time.
- C) Employees who are called back to work shall receive a minimum of three (3) hours at the appropriate overtime rate **unless they are called within one (1) hour of a scheduled shift then the call-back will be treated as a shift extension and the employee will be paid for actual time worked.**
- D) Shift extension, created at the end of an assigned shift, shall be considered overtime under the FLSA definition, but not considered call-back.
- E) The City reserves the right to determine its level of service, its manning level, when overtime is to be worked, and in what classification.
- F) To allow all bargaining members the opportunity to attend any special approved training (i.e. burn to learns, special drills, and required training), the posting of such drills shall be done, when possible, at least 72 hours in advance of the start of training. This will provide advanced notice sufficient enough for each shift and personnel to be available to attend. The posting of the notice will be on the designated bulletin board.
- G) Union maintains overtime list. The union shall indemnify and hold the City harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any action taken by the Union for management of the overtime list.

ARTICLE 6 - ACTING IN CAPACITY

When a firefighter/engineer is required to assume the duties of a lieutenant, for a period of at least 6 hours, he/she shall receive compensation equal to an additional 5% of the firefighter's base salary. If a firefighter/engineer or a lieutenant is required to assume the duties of a battalion chief, for a period of at least 6 hours, he/she shall receive

compensation equal to an additional 10% (for a total of 15% for a firefighter/engineer) of the employees base salary. To be eligible to assume the duties of a lieutenant the employee must possess a Fire Officer I certification.

ARTICLE 7 - CERTIFICATION

- A) All persons who are members of this union will have the following certifications within one year of date of hire:

EMT ~~Basic~~

Haz Mat First Responder - Operations

NFPA FF 1

NFPA FF 2

NFPA Pumper Operator

- B) Premium Pay for Certifications:

| | |
|---------------------|-------------------------------------|
| EMT Intermediate* | 4% |
| Fire Officer 1 | 1% |
| Fire Officer 2 | 2% Effective January 1, 2013 |
| Bachelors Degree** | 5% |
| Associates Degree** | 3% |

Premium pay is effective from the first day of the month following written confirmation of certification from DPSST.

*The City will pay 4% certification pay 1) to an employee who has obtained and maintains an EMT-I certification, or 2) to an employee who has had to surrender the EMT-I certifications as the result of obtaining a different certification, so long as the certification which resulted in the employee surrendering the EMT-I certification is maintained, or 3) to an employee who has obtained a certification that would also meet the EMT-I qualifications, so long as the certification which would have resulted in the awarding of the EMT-I certification is maintained.

**The City supports and advocates for the value of an education and the continued education for every employee to enhance job performance and as an assist in their potential career advancement within the department.

- 1) Degree Incentive:

Associates Degree or the equivalent of college level course credit (60 semester credit hours or 90 quarter credit hours) from an accredited college or university – Three percent (3%) of a non-probationary employee's current base salary, not including certification or other incentive(s) pay.

Bachelors Degree or the equivalent of college level course credit (120 semester

credit hours or 180 quarter credit hours) from an accredited college or university – five percent (5.0%) of a non-probationary employee's current base salary, not including certification or other incentive(s) pay.

Degree Incentive Pay will be effective upon the date the degree is awarded and /or the equivalent college level course credits are earned. Degree Incentive pay is not cumulative, such that an employee who has both an Associates Degree and a Bachelors Degree shall only receive the Bachelors Degree incentive.

- C) An employee will be qualified to continue to receive the certification premium after attaining the required certification levels if the employee successfully fulfills any appropriate state DPSST annual maintenance requirements following confirmation dates, and following each anniversary of certification thereafter, and meets other requirements, if any, sufficient to assure re-certification in specialized fields.

ARTICLE 8 - VACATION/HOLIDAYS

- A) Vacation: Fire suppression personnel shall accrue vacation monthly in accordance with the following schedule except that vacation accrued during an employee's first twelve (12) months of employment shall not be credited as earned vacation until the employee completes twelve (12) months of continuous service. The credit shall be in an appropriate amount for each month of service completed in accordance with the following schedule:

Accrual Schedule - 56 Hour

| | |
|---------------------------------------|---------------------------|
| Years 1-3 (Months 1-36) | 6 shifts or 12 hours/mo. |
| Years 4-9 (Months 37-108) | 8 shifts or 16 hours/mo. |
| Years 10-14 (Months 109-168) | 10 shifts or 20 hours/mo. |
| Years 15 and succeeding (Months 168+) | 11 shifts or 22 hours/mo. |

Accrual Schedule - 40 Hour

| | |
|---------------------------------------|--------------|
| Years 1-3 (Months 1-36) | 8 hours/mo. |
| Years 4-9 (Months 37-108) | 12 hours/mo. |
| Years 10-14 (Months 109-168) | 14 hours/mo. |
| Years 15 and succeeding (Months 168+) | 15 hours/mo. |

- B) Time off in lieu of holidays - Fire suppression personnel shall accrue six (6) twenty-four (24) hour shifts per year as time off in lieu of holidays. This time off shall accrue at the rate of twelve (12) hours per full month of service completed.
- C) Subject to more favorable provisions of state and federal family and medical leave laws, vacation/holidays may be taken in increments of not less than ~~four (4)~~ **two (2)** hours. When taking vacation in less than twenty four (24) hour increments the following rules will apply:

- 1) The affected shift is fully-staffed at the time of scheduling.
- 2) The leave time shall not be scheduled earlier than the employee's previous regular duty shift.
- 3) A maximum of one block of consecutive leave time may be taken per shift.
- 4) Employees are limited to twelve (12) consecutive hours leave per shift when taking vacation in less than twenty-four (24) hour periods.

Management reserves the right to cancel approved vacation leave if such leave creates an overtime requirement and when involved leave is in less than twenty-four (24) hour increments.

- D) Seniority shall prevail as to choice of vacation time off, which shall be chosen by all employees on a rotation prior to December 31st of each year. Vacation seniority shall be determined and time off selected on a shift basis. Holidays and vacation selected at other times shall be by date of request and may be taken subject to operational needs. The City continues to reserve the right to determine how many persons may be on leave at any time on a departmental and shift basis.
- E) An employee's accrued but unused vacation/holiday time shall not be allowed to accumulate beyond double the yearly vacation accrual rate plus one year's holiday accrual. In the event vacation is requested (which otherwise would be lost) and disallowed or canceled during the second 6 months of the calendar year, equivalent time off may be requested during January through June of the following year without loss of vacation accrual, and shall be granted.

ARTICLE 9 - SICK LEAVE

- A) Fire suppression personnel shall accrue sick leave at the rate of fifteen (15) hours per month of completed service. Accrual shall not exceed ~~one thousand four hundred forty (1,440)~~ **one thousand six hundred hours (1,600)** hours. Sick leave shall be deducted at the rate of twenty-four (24) hours for each shift absent. An employee assigned to a forty (40) hour schedule shall accrue sick leave at the rate of ten and one-half (10.5) hours per month.
- B) Sick leave may be utilized for personal injury or illness and for serious illness in the employee's immediate family. Immediate family shall be defined as spouse, mother, father, children, domestic partner as required by Tanner v. OHSU, and the following relatives if living in the employee's household: sister, brother, step-children, mother-in-law, father-in-law, or grandparents.
- C) Verification of illness by a doctor's certificate may be requested by the City at any time, but may be required after two (2) consecutive shifts off if the employee is still unable to return to work. The City may require at any time a physician's release stating that the employee may return to his normal duties without risk of aggravating

the illness or injury.

- D) If allowed by law, unused sick leave shall not be compensated, except for purposes of conversion to retirement benefits pursuant to PERS and except as allowed by paragraph (F).
- E) Routine appointments with a doctor or dentist during an employee's work time shall not be allowed. If an appointment is made as an emergency due to illness or injury, it shall be charged against the employee's sick leave and require verification from the doctor or dentist that it was an emergency.
- F) Upon retirement from the City of Coos Bay, an employee with ten or more years of service in the City of Coos Bay's Fire Department shall be paid a percentage of their unused sick leave into a deferred compensation plan and /or a HRA of the employees choosing (from those plans available at the City of Coos Bay), not to exceed the Federally mandated limits. The percentage shall be equal to the completed years of service by such employee with the City of Coos Bay's Fire Department.

ARTICLE 10 - BEREAVEMENT LEAVE

In the event of a death in the immediate family, the Fire Chief will grant time off with pay to make funeral arrangements if necessary, and to attend the funeral. A maximum of two (2) shifts will be granted off for each occurrence. Additional time may be granted and charged to sick leave if warranted by the employee's situation, as determined by the Chief. Immediate family shall be defined as spouse, mother, father, children, domestic partner as required by Tanner v. OHSU, sister, brother, step-children, mother-in-law, father-in-law, or grandparents.

ARTICLE 11 - VACATION/SICK LEAVE CONVERSION

When an employee transfers from a forty (40) hour to fifty-six (56) hour schedule, the vacation and sick leave balance shall be multiplied by 1.4, and benefits thereafter will be accrued and used on the fifty-six (56) hour basis. When an employee is transferred from a fifty-six (56) hour to a forty (40) hour schedule, the balance shall be multiplied by 0.7 to obtain the proper accrual amount, and benefits will thereafter be accrued and used on the forty (40) hour basis.

ARTICLE 12 - MEDICAL/DENTAL INSURANCE

- A) For the duration of this contract, the City agrees to provide dental and vision Insurance coverage that is equal on the whole to that presently in effect. **Parties agree that benefit changes during the term of this agreement that are mandated by the Affordable Care Act (ACA) are not subject to bargaining.**

- B) For the duration of this contract, the City agrees to provide medical insurance

for employees and their dependents that is equal on the whole to the Lifewise current plan offered by CIS, a high deductible health plan with a \$2,500/\$4,000 (single/family) deductible, with a HSA plan. The City shall pay 100% of the deductible for this plan by placing the maximum into an HSA or HRA, whichever the employee is eligible for based on IRS and ACA regulations and an amount equal to the remainder of the deductible into a VEBA, account or similar plan for the employee's use for any outstanding medical charges. (For example: 80% of the deductible in the employee's individual HSA and the remaining 20% of the deductible into a VEBA). The City will make the maximum contribution pay 1/12th of the deductible into the employees HSA and/or VEBA or HRA as part of the monthly payroll process. by the 4th of January of each calendar year for employees who have completed their probation.

Contributions for mid-year hires or employees still on probation will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the deductible and deposit 1/12 of the deductible into the employees HSA or HRA account. This will continue each month through the month of December as long as the individual is still a City employee.

If an employee's status changes (they move from a single to a double and/or single to a family status or vice versa) within the first three quarters of the calendar year (January through September) the City will make an additional contribution, the difference between the agreed upon single and the double and/or family deductible into the effected employee's HSA or HRA account.

If after receiving calendar year's contribution an employee retires, resigns, or is administratively separated prior to June 30th of that same year, the employee will be required to reimburse the City 1/12 of the contribution which was made to their HSA or HRA for each full month remaining in the calendar year after their separation of employment with the City. Employees who are unable to continue their employment with the City due to a layoff or medical retirement would not be subject to repay any portion of the employer HSA or HRA contribution.

- C) The City shall pay 90% of the premium for medical, dental and vision insurance, and each employee will pay 10% of such premiums.
- D) The City shall make available to employees an IRC Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis the employee's contribution to health and dental premiums, as permitted or limited by law. The plan shall provide for calendar year accounting and for revision of employee elections when annual premium revisions

occur.

- E) Effective December 31, 2014, the City will no longer provide dependent life insurance coverage. The City will work with the Association to determine if there are viable alternatives to this coverage.**

ARTICLE 13 – WORKERS’ COMPENSATION

- A) Income Loss Supplement. The City shall pay to an injured worker the difference between what the employee receives from the Workers’ Compensation insurer and the employee’s regular salary after taxes. This supplemental payment shall be made without cost or offset suffered by the employee during the first ninety (90) days following injury which is accepted as an industrial accident. During this ninety (90) day period, the employee shall be classified as being on Z time. Thereafter, the dollar value paid by the City shall be converted to the employee’s hourly wage rate and charged on an hourly basis against the employee’s accrued vacation and sick leave, in that order. Upon exhaustion of the employee’s vacation and sick leave, the supplemental payments shall cease. Following the exhaustion of the employee’s supplemental benefit under this Article, the employee shall receive Workers’ Compensation benefits as provided under state law.
- B) Administrative Separation. If an employee is disabled from returning to work after one (1) month of disability or after the employee has exhausted the supplemental benefits provided for in Section A of this Article, the employee is eligible for administrative separation subject to the employee’s right to reappointment provided by law. Any employee subject to administrative separation shall retain all medical benefits in accordance with the terms of the policy and applicable federal law (COBRA). If an employee is disabled to the extent that it is unlikely that the employee will return to work, the employee may be administratively separated any time and shall receive a lump sum payment of accrued and unused vacation as a supplemental disability payment.

ARTICLE 14 - WORK SCHEDULE

- A) The normal work schedule for fire suppression personnel shall consist of a twenty-four (24) hour work shift followed by forty-eight (48) hours off duty. This work schedule shall not be changed by the City without first negotiating with the Union.
- B) The City may assign a forty (40) hour work week to all probationary firefighter/engineers, as well as all employees on light duty. All other employees shall work a fifty-six (56) hour week.
- C) The Association shall post at each fire station a FLSA 27-day cycle calendar.

ARTICLE 15 - UNION SECURITY

- A) Dues. The City agrees to deduct the Union dues from the pay of all employees who are members of the bargaining unit. The amount to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of those members shall be remitted, together with an itemized statement, to the Treasurer of the Union by the tenth (10th) day of the succeeding month, after such deductions are made. The City shall also deduct from wages and transmit to the Union monthly the fair share payments (equal to the dues payments) of those employees who do not authorize the deduction of dues, or who do not join the Union.
- B) Fair Share. All employees covered by this Contract shall, within thirty (30) days following their date of hire either (1) become and remain a member of the Union, or (2) tender to the Union his fair share of the cost of negotiating and administering the labor agreement which amount shall be certified to the City by the Union. If the employee has not joined the Union by the required time, the Fair Share shall be deducted from the employee's salary and paid to the Union. Provided, however, no employee shall be required to pay Fair Share if the employee's refusal is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equal to regular dues to a non-religious charity or charitable organization mutually agreed upon by the employee and the Union. The employee must furnish written proof of payment to the Union and the City on a quarterly basis.
- C) Indemnities. The Union shall indemnify and hold the City harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 16 - SENIORITY

- A) Seniority means a permanent employee's length of continuous service with the department.
- 1) Preference in vacation scheduling shall be by seniority.
 - 2) Seniority will be a factor in determining layoffs.
- B) An employee shall lose all seniority credit in the event of:
- 1) Voluntarily quitting.
 - 2) Discharge.
 - 3) Failure to return from layoff within fourteen (14) days following notification.
 - 4) Layoff of more than two (2) years.

ARTICLE 17 - PROBATIONARY STATUS

- A) The entry level probationary period shall be twelve (12) months. Any newly hired employee on probationary status may be dismissed at any time for any reason. Dismissal of a probationary employee shall be final and not subject to appeal.
- B) Demotion during the probationary period shall not be subject to appeal. Promotion shall be subject to a six (6) month probationary period.
- C) By mutual agreement between the City and the Union, probation may be extended up to an additional six (6) months.
- D) The City may extend an employee's probation for up to three (3) months if the employee has utilized nine or more shifts of sick leave during the employee's probationary period.

ARTICLE 18 - GRIEVANCE PROCEDURE

- A) Purpose. It is the desire of the City and Union to adjust grievances and both are expected to first make every effort to informally resolve problems as they arise.
- B) Definition. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement.
- C) Procedure. All grievances will be submitted to the union grievance committee. If the committee finds the grievance to be valid, they will proceed according to the following grievance procedure:
 - 1) All grievances shall be reduced to writing within fourteen (14) calendar days after the occurrence or knowledge of the action which caused the grievance and filed with the Chief. The written grievance shall contain a statement of the relevant facts, dates, suggested remedial action and the article of this Agreement to which the grievance relates. The Chief shall respond to the grievance within ten (10) calendar days after having received it.
 - 2) If the Union is still dissatisfied with the response of the Chief, they shall submit the grievance to the City Manager within ten (10) calendar days following its return. The City Manager shall have ten (10) calendar days to hold a hearing on the grievance and to render a decision.
 - 3) If the Union is still dissatisfied with the outcome, the Union shall then notify the City Manager to request grievance arbitration as the final step to resolution. Written correspondence to Public Employees Relations Board and signed by either the City Manager and/or the union representative shall briefly state the matter in dispute and request that a list of seven (7) Oregon

or Washington arbitrators be sent. Within ten (10) calendar days from receipt of said list a selection shall have been made (a flip of the coin shall determine which party gets the first strike) until one is left. The expenses incurred through such arbitration shall be paid by the party whose position on the primary issue is not sustained in arbitration.

- D) If the City fails to respond as agreed above at any step, the grievance shall automatically proceed to the next step. If the Union fails to proceed in accordance with this section, the matter shall be considered as having been resolved.

ARTICLE 19 - EMPLOYEE DISCIPLINE

A) Corrective Actions.

- 1) Corrective actions are taken to correct and improve an employee's job performance and do not affect his current pay, current status, or seniority.
- 2) Corrective actions may include written warnings, reprimands and censures.
- 3) Corrective actions shall be clearly designated as such in writing.

B) Disciplinary Actions.

- 1) Disciplinary actions are taken to correct an employee's offensive act or poor job performance and affect his current pay, status, and/or term of employment.
- 2) Disciplinary action may include suspension, demotion, denial of merit increase, pay adjustment to a lower amount in the assigned pay range, or dismissal as provided in this Article.
- 3) Disciplinary actions and notices of discipline shall be clearly designated as such in writing.

- C) Responsibility. The responsibility for administering corrective action is vested in the Chief, Battalion Chief or Lieutenant. The responsibility for administering disciplinary action is vested in the Chief or Battalion Chief.

D) Corrective or Disciplinary Action Procedure.

- 1) Prior to initiating a corrective or disciplinary action, the employee shall have the opportunity to discuss the matter including the sanctions being considered and to refute the charges or present mitigating evidence.
- 2) If a corrective action is to be initiated, the employee shall be advised in writing of his error or failure, the corrective actions he should take, and the

consequences he may face if he fails to follow corrective instructions, along with notifications that a copy will be placed in the employee's personnel file.

- 3) Discipline will be imposed only for just cause. If a disciplinary action is to be imposed, an investigation by the Chief or the Battalion Chief shall be completed within thirty (30) days of the act or the Chief's or the Battalion Chief's knowledge of the act (unless the Union agrees to extend the time based on the circumstances, which shall not be unreasonably withheld). The Chief or the Battalion Chief shall advise the employee in writing of the specific disciplinary action being administered, why it is being imposed including specific details of the offense and, if appropriate, the corrective actions the employee should take and the consequences he will face for future violations, along with notification that a copy will be placed in the employee's personnel file. If the disciplinary action is dismissal, the employee shall receive the written notice prior to the effective date of such dismissal.

- E) Appeals. Any action under this Article may be grieved pursuant to the terms of Article 18.

ARTICLE 20 - OUTSIDE EMPLOYMENT

- A) The City of Coos Bay employment shall be the principle vocation of full-time employees, but an employee may engage in outside employment subject to the Chief's approval and to the following conditions:
 - 1) It does not interfere with efficient job performance.
 - 2) It does not conflict with the interests of the City of Coos Bay.
 - 3) It is not a type of employment which would reasonably give rise to or suspicion of conflicting interests or duties.
- B) If the work with another employer is permanent or regular, the employee's request shall be in writing on a form provided by the City. If the work is irregular, the request is to be treated informally.
- C) Approval of outside employment shall not be unreasonably withheld by the Chief and the employee may appeal through the grievance procedure.
- D) In the event that the Chief refuses to approve an employee's continuance of outside employment, the employee may appeal through the grievance procedure.
- E) Any permanent employee of the City of Coos Bay found to be engaging in outside employment which violates the provisions of this Article shall terminate the outside employment or be subject to disciplinary action which may include dismissal.

ARTICLE 21 - PROMOTIONAL INFORMATION

The department's promotional policy shall continue to be posted. The Union shall be advised in writing of any changes in the department's promotional policy.

ARTICLE 22 - LAYOFFS

- A) When there is a reduction in the bargaining unit workforce, employees with the least seniority will be laid off first.
- B) The employee shall be notified in writing at least fourteen (14) calendar days and normally at least thirty (30) days prior to the effective date of such layoff.
- C) Rehiring of employees laid off will be in the reverse order of layoff.

ARTICLE 23 - MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Fire Department in all its various aspects, including but not limited to all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission and set standards and services offered to the public; to direct the working force; to plan, direct, control and determine the operations or services to be conducted in and by the Fire Department or by the employees of the City; to assign and transfer employees; to hire, promote or demote employees and to suspend, discipline or discharge employees consistent with this Agreement; to layoff employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change method, equipment or facilities.

ARTICLE 24 - PHYSICAL FITNESS INCENTIVE

Bargaining unit employees shall be offered the opportunity to voluntarily participate in an annual physical fitness testing program. For this purpose, the Coos Bay Fire & Rescue IPAT will be used to assess fitness levels. The amount of incentive shall be \$1,000 per year for those who successfully pass the annual fitness testing and will be paid on November 30th of each calendar year. Testing shall be conducted under the supervision of the Fire Chief or his/her designee. There shall be two testing processes held annually. The first testing process shall occur at a scheduled time and place during the month of April; a second testing process shall be held during the month of October. Bargaining unit members who are unable to be present at the first test and/or who wish to re-test may participate in the second testing session. Two attempts to pass may be taken at each testing process. Notice of the time and place of the test will be posted at Station One at least thirty (30) days prior to the scheduled test(s) dates.

ARTICLE 25 - UNION LEAVE

- A) Union representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with Management for the purpose of negotiating labor agreements or adjusting grievances under the procedures defined herein provided such absence is approved by the Battalion Chief and the Chief as not interfering with operations. No overtime shall be paid to those participating in the meeting as a result of these activities.
- B) Up to 144 hours per year, commencing each year in July shall be approved for attendance at training classes and meetings relating to collective bargaining. No more than one (1) member from the same assigned shift will be allowed off at the same time utilizing the union leave bank. Previously approved time off shall not be cancelled due to an employee's use of union leave.
- C) An employee may exchange shifts with another employee for association business or education when the change does not interfere with operations, is with the approval of the affected Battalion Chief, and does not result in accrual of overtime.

ARTICLE 26 - UNIFORMS

The City shall provide two (2) full uniforms and uniform shoes to each employee at time of hiring. These shall be replaced as necessary. Uniform accessories to be provided employees and replaced as necessary include the badge, name tag, coat, and coveralls. The City will provide and replace as needed, two sweatshirts and three t-shirts.

ARTICLE 27 - REIMBURSEMENT FOR DAMAGED PROPERTY

- A) A member who suffers loss or damage to personal property in the performance of official duties may submit a request through the chain of command for reimbursement.
 - 1) A report describing the loss or damage must accompany this request.
 - 2) The request must indicate the repair or replacement cost.
- B) Each request will be reviewed by the Chief. Review factors to be considered are:
 - 1) That the action which resulted in the loss was proper and not an act of recklessness;
 - 2) That the item was necessary for the performance of duty; and
 - 3) That the item's value is reasonable considering the nature of the fire duties.

ARTICLE 28 - TRADE TIME

Regular full-time employees of the Department assigned to the normal work schedule,

twenty-four (24) hour work shift followed by forty-eight (48) hours off duty, will be granted shift exchange in accordance with these provisions:

- A) All submissions for trade times shall be submitted no later than seventy-two (72) hours prior to the requested exchange. All such requests must be acted on by the Chief or his designee no later than twenty four (24) hours after receipt. Trades may be denied only for operational needs which cannot be met if the trade is approved. Denials shall be in writing, articulating the basis for the denial.
- B) Submissions for trade time shall be completed on the department approved form, filed with the Chief or his designee and will contain the following information:
 - 1) Filing date of request.
 - 2) Signature of both parties involved in the trade.
 - 3) Date of initial exchange
- C) If a trade creates an acting-in-capacity situation at the Battalion Chief level, the City's liability will be capped at fifteen percent (15%): ten percent (10%) for the Battalion Chief and five percent (5%) for the Lieutenant.
- D) All trades shall be repaid with comparable time and in no case shall any trade involve cash payments from one person to another.
- E) The individual working the trade day shall be responsible for insuring that he is present for duty. If he is sick, the sick leave will be charged to him, or if he is unable report for duty, it will be his responsibility to arrange for coverage.

ARTICLE 29 - STATION TRANSFER

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

- A) Such Station Transfer is not directly related to trade shifts.
- B) That such Station Transfer occurs outside of the individual's assigned duty hours.
- C) All such Station Transfers are approved by the Chief or the Battalion Chief.
- D) That such Station Transfer occurs after the start of a shift and the individual is required to report immediately to the new station.

ARTICLE 30 - HAZARDOUS MATERIAL TEAM

- A) Members of the hazardous materials team shall receive additional compensation of one and one half percent (1.5%) based upon their normal rate of pay. Membership in the Hazardous material team shall include the requirement of the minimum hours of mandatory training per year as required by OSHA.
- B) The City shall reimburse all bargaining unit members who are members of the Hazardous Materials team the actual cost of privately paid life insurance, up to One Hundred Fifty Dollars (\$150) annually. This payment shall be made after submission of a receipt to the City for reimbursement.
- C) Any State-approved and reimbursed hazardous materials response, in or out of district, shall result in a compensation rate of Fifty Dollars (\$50.00) per hour for those employees who are off duty at the time of the response and Thirty-Five Dollars (\$35.00) per hour for those who are on duty. Those employees who respond on duty shall be considered on Z time during the response.

ARTICLE 31 – TRAINING

Employees shall be compensated, after securing approval prior to enrollment from the Fire Chief, for the costs of college level course work when taking approved fire service, emergency medical services, investigation, and/or life safety courses, which are approved by the Fire Chief. Reimbursement will be limited to \$1,500 per fiscal year per department employee. The amount of reimbursement for college level course work will be determined by the letter grades received by the student.

Letter Grade “A” = 100% tuition reimbursement
Letter Grade “B” = 80% tuition reimbursement
Letter Grade “C” = 70% tuition reimbursement
Letter Grade “D” or below = 0% tuition reimbursement

When staffing levels permit, training time off shall be allowed. Such requests must be made in writing to the Fire Chief for approval prior to the employee’s enrollment.

ARTICLE 32 - USE OF ALCOHOL AND DRUGS

A) Statement of Concerns

- 1) The City has a responsibility to its employees, and the public to insure safe working conditions for its employees and a productive work force unimpaired by chemical substance abuse. The City has responsibilities pursuant to the Drug Free Workplace Act of 1988. To satisfy these responsibilities, the City must preserve a work environment free from the effects of drugs, alcohol, or other performance-impairing substances.
- 2) The City recognizes its obligation to reasonably accommodate a handicapped individual.

- 3) The misuse of alcohol and other drugs can impair employee performance, as well as physical and mental health, and may jeopardize employee safety as well as the safety of the public.

B) Policy. The parties recognize:

- 1) The City is committed to maintaining a safe and healthy work place for all employees by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action.
- 2) Each employee is responsible for meeting performance, safety and attendance standards.
- 3) Employees shall not report to work under the influence of intoxicating liquor or illegal drugs.
- 4) The use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public, is strictly prohibited. Employees shall not report for work with a detectable odor of alcoholic beverage on the breath, under the influence of alcohol, or a detectable amount of controlled substance in the body, excluding any substance medically prescribed for the employee's use.

If an employee who has consumed intoxicants is called back to work, the employee will notify the supervisor of the amount of intoxicants consumed and of present condition so that the Supervisor may decide whether the employee shall report for duty.

The use of alcohol or medically prescribed controlled substances off-duty is not controlled by this policy. Conduct in violation of this policy may result in disciplinary action and/or criminal investigation, if appropriate.

- 5) The alcohol and drug program includes both voluntary and mandatory testing.
- 6) Employees may obtain counseling and rehabilitation through the EAP.
- 7) Laboratory tests relied upon shall be highly accurate and reliable.
- 8) Positive test results may only be disclosed to the employee, the appropriate EAP administrator, the appropriate management officials necessary to

process an administrative or personnel action, or a court of law or administrative tribunal in any adverse personnel action. Disclosure to any person or for any other purpose is governed by Subparagraph 9, below.

- 9) All medical and rehabilitation records in an EAP will be deemed confidential patient records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by Federal law implemented at 42 CFR Part 2.
- C) Permitted Use. If an employee is prescribed a medication or other substance by a health care professional, the employee shall determine from the health care professional whether the use of such medication or substance can impair the employee's job performance. If the medication or substance can impair the employee's job performance, the employee shall obtain from the health care provider written authorization to work while using the drug or substance, and provide such authorization to the employee's supervisor. Such authorization need not identify either the medication/substance or the medical condition for which the medication/substance is being prescribed. An employee who is unable to perform the employee's job duties shall contact a supervisor and attempt to find an appropriate alternative assignment. If none is available, the employee should take sick leave or other steps consistent with the advice of a health care professional. If an employee reports to work under the influence of a medically authorized medication/substance against a health care professional's advice and endangers self or others, the employee may be disciplined. Failure to report the use of medically authorized drugs or other substances which is/are labeled with cautionary warnings of side effects which would impair the employee's job performance or failure to provide evidence of the medical authorization referenced herein, can result in disciplinary action in accordance with article 19 – "Discipline"-of the contract.
- D) Reports of Drug Conviction. Each employee must report facts and circumstances to the Fire Chief no later than five (5) calendar days after conviction for violating any criminal drug statute.
- E) Employee Education. The City will afford employees an opportunity to deal with drug and alcohol related problems. The Coos County Health Department, the EAP Administrator and the Fire Chief maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the City periodically. Any City employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.
- F) Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Coos County Health Department or an EAP Administrator will assist employees who wish to identify and select an appropriate treatment program.

- G) Discipline Related to Abuse. An employee found to use illegal drugs may be subject to discharge. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be directed to consult with the Coos County Health Department Administrator, an EAP or other health care providers. Such an employee may be required to participate in a drug or alcohol treatment program as a condition of continued employment.

A supervisor, based on reasonable suspicion that an employee has violated the substance abuse policy, may require an employee to be evaluated for drug and alcohol use and treatment by an employee assistance program or a doctor. An employee may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program based upon medical advice.

When an employee is required to undergo treatment under the policy, the employee may be required to authorize the following as a condition of continued employment:

- 1) Monitoring the treatment program and the employee's participation by the Fire Chief.
- 2) Submission to random blood and/or urine screening for alcohol and/or drugs for a specific period of time not to exceed thirty-six (36) months.
- 3) The discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the City's program to maintain a drug free work place.

When an employee voluntarily enters a treatment program which is not associated with City intervention, testing and monitoring by the City will not be required.

Medical confidentiality will be preserved, subject to rights granted by the employee to the supervisor and Fire Chief to monitor treatment and program compliance directly with a health care provider.

- H) Drug and Alcohol Testing Upon Reasonable Suspicion. Where a supervisory employee has a reasonable suspicion that an employee is under the influence of alcohol or drugs, the employee in question will be asked to submit to discovery testing including urinalysis or a blood screen, or both, to confirm involvement with alcohol or drugs or that an employee is drug or alcohol free at the time in question. If the results of a test are positive neither the Union nor the employee may challenge whether reasonable suspicion existed.

- I) Testing Procedures.

- 1) Authorization to Test. Before a supervisor, acting on behalf of the City under this article, may require an employee to consent and submit to any test, the

supervisor must first obtain concurrence from the Fire Chief, or in the Chief's absence, the Battalion Chief or the City Manager, that the information available to the City about the employee is sufficient to determine reasonable suspicion that a violation of the substance abuse policy will be established as a result of the test.

- 2) Employee Representation. When the employee is notified that he or she is required to consent and submit to such tests, he or she may request the presence of a representative to witness the test. The test may not be delayed unreasonably in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such test or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- 3) Employee Disclosure. At the time of collection the employee shall list all prescribed medications and over-the-counter medications then being used on a form supplied by the City. Treating physicians shall be identified.
- 4) Procedure for Consent. The employee shall give consent to a blood, urine or breathalyzer test, or any combination, when requested in accordance with the policies and procedures set forth in this Article by signing a consent form. The form shall contain the following information:
 - a. Employee's consent to release test results to the City;
 - b. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
 - c. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
 - d. The consequences of a positive test for alcohol, under the circumstances;
 - e. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
 - f. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
 - g. The consequences of refusing to consent to the blood, urine or breathalyzer test.
- 5) Confirmatory Test. In the event that the blood or urine screening results are positive for controlled substance(s), including marijuana, then a second confirmatory test from the same sample shall be conducted, using gas

chromatography/mass spectrometry methods, before the City is notified of the test results by the laboratory. Tests shall be performed by a laboratory certified by the National Institute on Drug Abuse, which also must be positive before concluding the employee has such substance(s) present in the body.

- 6) Employee Requested Test. At the time of collection, the employee may elect for the sample to be divided in two parts, each to be separately sealed, labeled and secured under refrigeration. One will be sent to the lab. The second sample will be stored for thirty (30) calendar days after the test results are received, unless sent in accordance with the employee's instruction to a lab designated by the employee.
- 7) Chain of Evidence. The procedures to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy.
- 8) Notifications. The employee shall be notified of the results of all tests conducted pursuant to this policy. Employees who test positive shall be afforded an opportunity to provide medical or other information that may explain the positive test result. If a question exists, the available information will be reviewed by a licensed physician with training in forensic drug testing upon request. The employee shall be provided with a copy of all records and reports received by the City.
- J) Consequences of Refusal to Submit to Testing. An employee who refuses to submit to discovery testing for alcohol and drugs will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.
- K) Consequences of a Positive Test. An employee who is found to be under the influence of or impaired by alcohol or illegal drugs as a result of a test requested by the City based upon reasonable suspicion may be subject to disciplinary action including suspension or termination.
- L) Employee Rights.
 - 1) The employee shall have the right to a Union representative up to and including the time the sample is given. The absence of a representative shall not be grounds for an employee to refuse to consent; however, this provision shall not cause delay in testing.
 - 2) If the results of the laboratory testing procedures are negative, the employee will be provided with a copy of the results and all documentation on the testing will be sealed. All test results will be kept confidential by the City.

- 3) Any employee who tests positive shall 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 and the chain of custody of the specimen.
 - 4) If the results of the test are negative, the employee shall have the right to grieve the City's action on the basis that reasonable suspicion did not exist. If the results of the test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.
 - 5) In the event the City elects to search based on reasonable suspicion as authorized by paragraph M, the employee shall be notified, and shall be afforded an opportunity to be present, with a Union representative, if possible, without reasonable delay and without risk of loss of evidence. This paragraph shall not be construed to prevent the City from searching office spaces for City property, reports, or information in the course of business.
- M) Searches. Employees have no expectation to be free from search of a locker, desk, City vehicle or contents of other similar City controlled spaces. A search for contraband within personally controlled spaces on City property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable suspicion or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the work place, or based upon legitimate concerns for the possession of other unauthorized materials this Article constitutes formal notice of the City's ability to search premises, persons and secured spaces, including vehicles parked on City property, based upon reasonable grounds or consent. Searches shall be approved by the Fire Chief or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.
- N) Refusal. Failure to appear for testing without a deferral will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. If an individual fails to appear at the collection site at the assigned time, the collector shall contact the Fire Chief to obtain guidance on action to be taken.
- O) Definitions.
- 1) REASONABLE SUSPICION has the meaning established by Oregon law.
 - 2) UNDER THE INFLUENCE is defined as any detectable level of drugs (in excess of trace amounts attributable to secondary exposure) in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties.

- 3) **CONTROLLED SUBSTANCES** are defined as all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and other controlled substances of which the sale, purchase, transfer, use or possession is prohibited or restricted by The Federal Controlled Substances Act. Illegal or controlled substances means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term illegal drugs does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- 4) **OVER THE COUNTER DRUGS** are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.
- 5) **PRESCRIPTION DRUGS** are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

ARTICLE 33 - SAVINGS CLAUSE

Should any article or portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, the decision of the court shall apply only to that specific article or portion directly specified in the decision. Upon receipt of such a decision, the parties agree to attempt to negotiate a substitute for that invalidated article or portion.

ARTICLE 34 - MILITARY LEAVE

- A. The two week annual military training will be compensated providing for twenty-four hours of compensation for each work day missed due to training.
- B. Any weekend military training which occurs outside of the Bay area will be compensated as a full shift regardless of the time the training starts or ends.
- C. Any weekend military training which occurs in the Bay area will be compensated as follows:
 1. For a Friday shift, the employee will work until two hours prior to the time he is required to report to military training and then will receive compensation for the remainder of his shift.
 2. For a Saturday shift, the employee will receive 24 hours of compensation and will have no obligation to work.
 3. For a Sunday shift, the employee will return to work within two hours after he

is released from training, and will receive 24 hours of compensation.

ARTICLE 35 - DURATION

Except as specifically noted in other provisions of this Agreement, this Agreement shall be effective as of its date of execution and shall remain in full force and effect until June 30, **2014 2017**. This agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing no later than October 15th of the fiscal year of expiration that it wishes to modify this Agreement for any reason. The party requesting modification will list those items to be modified and negotiations will be limited to those items so listed.

CITY OF COOS BAY

COOS BAY CHAPTER
IAFF LOCAL 2935

By: _____
RODGER CRADDOCK
City Manager

By: _____
~~DAN McAVOY~~ **RANDY MILES**
President

Date: _____

Date: _____