

# CITY OF COOS BAY CITY COUNCIL

## Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
May 19, 2015	

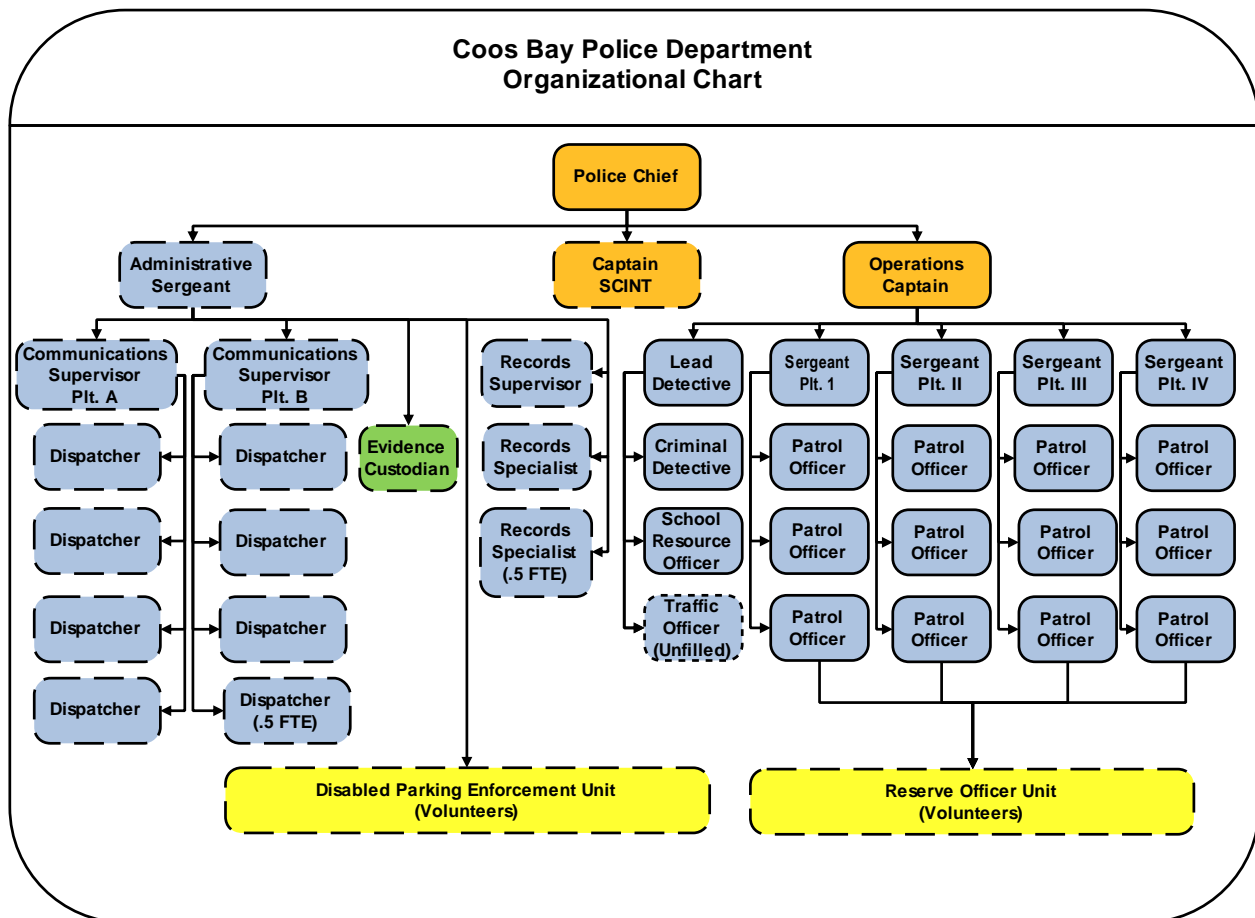
TO: Mayor Shoji and City Councilors

FROM: Rodger Craddock, City Manager

ISSUE: Labor Negotiations with the Coos Bay Police Officer's Association

### **BACKGROUND:**

As is indicated in the organizational chart below, the Coos Bay Police Department is staffed with thirty-six employees. Four of the employees are non-represented: three management staff (orange), and one quarter-time Evidence Custodian (green). Thirty-two employees (blue) are represented by the Coos Bay Police Officer's Association (CBPOA).



The total personal services budget for the current year (FYE 2015) is as follows:

	<b>Actual FYE 15 (Est May and June)</b>		
Salaries	2,248,758.30		
Overtime	228,349.42		
PERS	436,607.40		
Social Security	182,516.25		
Employee Insurance	511,617.75		
Unemployment	0.00		
Workers Compensation	54,468.77		
Volunteer Workers Compensation	1,161.77		
	<u>3,663,479.66</u>		

The labor contract between the City and the Coos Bay Police Officer's Association (CBPOA) is slated to expire on June 30, 2015. In October, 2014, the City received notification from CBPOA's President Ty Meier indicating CBPOA's desire to enter into contract negotiations. Chief McCullough, Captain Chapanar, and I met with CBPOA's Bargaining Team Members on three occasions during the past five months. At their request, no attorneys were present in these meetings. Based on these meetings, we collectively arrived at several tentative agreements for a successor agreement which include the following:

- Union agrees to a cost of living adjustment of 1% for year one, 1% for year two, and ½ to 3% for year three based on CPI-W B/C.
- Increase patrol officers comp time hours by 54 hours to reflect all hours worked under their 4/12 work plan within a year.
- An alternative, FLSA compliant, work plan for dispatchers which will reduce overtime costs.
- Officers and dispatchers who are required to work a holiday on a non-scheduled work day would receive double time (occurs infrequently).
- Union agrees that health insurance changes during the term of the contract which are mandated by the Affordable Care Act are not subject to bargaining.
- City will expand the definition of immediate family used for compassionate leave to include step parents and step siblings.
- City agrees to pay hour for hour out of class pay (5%) when an employee is working in a higher classification.

(CPI-W B/C is the Consumer Price Index reflecting the buying habits of urban wage earners and clerical workers in cities with populations of less than 1,500,000 in the 13 Western states.)

Attached you will find two copies of the proposed collective bargaining agreement; one copy in legislative format showing all of the proposed additions and deletions and a clean copy incorporating those proposed changes.

On May 12<sup>th</sup> CBPOA held a general membership meeting during which association members unanimously approved the proposed 2015-2017 Collective Bargaining Agreement between CBPOA and the City.

**BUDGET IMPLICATIONS:**

Based on the current makeup of the department (32 association members) and the proposed CBPOA collective bargaining agreement, the potential budget impacts are as follows:

- For FYE 2016 the increased salary costs over FYE 2016 is \$34,173.88
- For FYE 2017 the increased salary costs over FYE 2017 is \$34,202.70
- For FYE 2018 the increased salary costs over FYE 2018 are \$17,070.00 – \$102,504.00 depending on CPI-W B/C.

**ADVANTAGES:**

Based on the State laws regarding public safety collective bargaining, the proposed increase is in keeping with what staff believes would be the minimum an arbitrator would award if we were unable to reach a contract agreement and had to go to arbitration.

**DISADVANTAGES:**

None

**ACTION REQUESTED:**

Approve the tentatively negotiated contract changes and allow the City Manager to sign a new three year, FYE 2015 – 2018, labor contract with the Coos Bay Police Officer's Association.

**AGREEMENT BETWEEN**

**CITY OF COOS BAY**

**AND**

**COOS BAY POLICE OFFICERS' ASSOCIATION**

**JULY 1, 2015 ~~2012~~ – JUNE 30, 2018 ~~2015~~**

## **PREAMBLE**

This Agreement between the City of Coos Bay (the City), and the Coos Bay Police Officers Association (the Association), has as its purpose the promotion of an efficient police department; the facilitation of harmonious relations between the City and the Association; the definition of the procedure and the solution of differences; the protection of the public interest by assuring at all times the orderly and uninterrupted operations of local government, and the specification of wages, hours and general working conditions of employment for employees in the bargaining unit.

## **ARTICLE 1. DEFINITIONS**

- 1.1. ASSOCIATION means the Coos Bay Police Officers' Association acting as the sole bargaining agent for all regularly employed 911 dispatchers, communications supervisors police officers, sergeants, police clerical specialists, Evidence/Property custodian and Civilian Police Assistant in the Police Department.
- 1.2. CITY means the government of Coos Bay acting through its various departments, divisions, agencies, branches, bureaus, committees and commissions.
- 1.3. COLLECTIVE BARGAINING means the conferring, consultation and/or negotiating in a good faith effort to reach agreement on wages, hours and general working conditions of employment between a representative of the City and the Coos Bay Police Officers' Association.
- 1.4. EXEMPT (non-bargaining unit) EMPLOYEES means all personnel in the Police Department not included in the bargaining unit.
- 1.5. MEMBERS OF THE BARGAINING UNIT means the employees of the bargaining unit whose wages, hours; general working conditions are set forth in this collective bargaining agreement.

## **ARTICLE 2. RECOGNITION**

- 2.1. The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees of the bargaining unit as defined herein.
- 2.2. The Association represents the part-time dispatchers who will be subject to the following employment conditions:
  1. The City will not hire part-time dispatchers in excess of a ratio of one (1) part-time dispatcher for every two (2) regular full-time dispatchers.
  2. The part-time dispatchers will not be employed more than thirty (30) hours per week except in unusual circumstances.
  3. The part-time dispatchers may be assigned up to twelve (12) hours per day on a split shift basis without the City incurring liability for the payment of overtime. In these

instances the provisions of ORS 653.268 ~~653.258~~ are expressly waived as allowed by ORS 653.269(5) (b).

4. The part-time dispatchers will be paid all benefits on a pro rata basis depending on the number of hours per week they work except for their medical and dental benefits which will be paid at a 75% rate by the City.

### **ARTICLE 3. EXISTING CONDITIONS**

- 3.1 No employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this contract. Except as provided below, the City will bargain with the Association before changing any existing conditions limited to wages, hours and working conditions which involve a mandatory subject of bargaining or which have an impact on a mandatory subject of bargaining.
- 3.2 This Article does not affect the right of the City to change from eight, ten, or twelve hour work schedule at its option in conformity with the requirements of Article 14.2.

### **ARTICLE 4. CHECK-OFF**

- 4.1. DUES: The City agrees to deduct the Association membership initiation fee and insurance, and once each month, dues from the pay of members. The amount to be deducted shall be certified to the City by the treasurer of the Association, and the aggregate deductions of those members shall be remitted, together with an itemized statement, to the treasurer of the Association 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 Association monthly, whatever amount is determined to be the fair share of those employees who do not authorize the deduction of dues and initiation fees.
- 4.2. 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 Association, or (2) tender to the Association his fair share of the cost of negotiating and administering the labor agreement which amount shall be certified by the Association to the City. If the employee has not joined the Association by the required time, the Fair Share will be automatically deducted from the employee's pay check by the City and paid to the Association. Provided, however, that no employee will be required to pay a fair share pursuant to this Article if the employee's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that this has been done.
- 4.3. INDEMNITIES: The Association shall indemnify and hold the City harmless against any and all claims, damages or suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## ARTICLE 5. EMPLOYEE RIGHTS

- 5.1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his exercise of these rights.
- 5.2. The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, religion, national origin, union affiliation, mental or physical handicap or disability except as provided by law, or political affiliation. ~~Grievances arising concerning this Article shall not be subject to the arbitration step of the grievance procedure, unless the affected employee, the Association, and the City elect to use arbitration and the employee expressly waives independent rights to bring a discrimination claim before an enforcement agency or before a state or federal court.~~
- 5.3. All references to employee or officer in this Contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 6. MANAGEMENT RIGHTS

- 6.1. MANAGEMENT PREROGATIVES: The City shall retain all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the Department without need to bargain further about any matter not addressed in the collective bargaining agreement, except as hereinafter provided. The City shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of discretion and decision-making authority except as hereinafter provided. The rights hereunder of the employees and the Association are limited to those specifically set forth in this Agreement. The City shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of the Agreement without bargaining either the decision to do so or its impact on the bargaining unit, except as hereinafter provided.
- 6.2. EXAMPLES: Without limitation and by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:
  1. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
  2. To determine the nature and qualifications of employees, to introduce and assign the duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and time off.
  3. To hire, promote, train, retain, layoff, suspend with pay, and to discipline employees for just cause, and to discharge probationary employees at will.
  4. To implement new, and to revise or discard, whether in whole or in part, procedures,

materials, equipment, facilities and standards.

5. To eliminate, reorganize, or combine the work of the City.
  6. Subcontract work beyond the capacity of the bargaining unit to perform.
  7. Depending upon the needs of the department the Chief of Police or his/her designee may assign either bargaining unit or non-representative middle management members of the Police Department to conduct background investigations on prospective department employees.
  8. The City shall not be limited, confined or restricted by past practice, rule, custom or regulation in making changes in policies, procedure, rules or regulations to carry out the mission of the Department.
- 6.3 NOTICE OF UNILATERAL CHANGES: The City will provide the Association with changes to existing policies or new policies and directives at least fourteen (14) days prior to the effective date; unless the Police Chief determines that emergency operational need dictates an earlier or immediate effective date. Although such a directive may become effective immediately, Section 6.5 of this Article shall nevertheless apply. Changes in new policy or directives will be explained or identified.
- 6.4 DUTY TO BARGAIN MID-TERM ISSUES: The parties recognize that the Association may demand to bargain over those aspects of any policy, directive or new practice which constitutes a change in a mandatory subject of bargaining. If the Association desires to do so, it shall demand to bargain within fourteen (14) ~~ten (10)~~ days of receipt of the new policy or directive. The Association's demand will identify the part(s) which the Association contends constitutes a mandatory subject.
- Within seven (7) days of receipt of a bargaining demand, the City will communicate its agreement/refusal to bargain. Bargaining which occurs shall commence within seven (7) days and shall conclude within thirty (30) days following the first meeting. If agreement is not reached, the parties shall exchange final offers and request arbitration pursuant to Article 25, Step 4. The arbitrator shall adopt either the City's or the Association's final offer. In the case of implementation under emergency conditions, the arbitrator may grant an appropriate remedy, if any.
- 6.5 MEETINGS TO ADDRESS CONCERNS: The Association and the City shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances or other problems, and to improve the relations between the parties.

## **ARTICLE 7. CITY SECURITY**

- 7.1 The Association agrees that during the term of this contract its membership will not participate in a strike.

## **ARTICLE 8. SPECIAL CONFERENCES NOT RELATED TO DISCIPLINE**

- 8.1 Special conferences between the Association and the City may be arranged upon mutual agreement of the parties. The Association will designate not more than two representatives who are authorized to represent the Association. Participation in such meetings shall not result in loss of pay, nor shall it result in the payment of overtime.

#### **ARTICLE 9. NEGOTIATION SESSIONS**

- 9.1 Negotiation sessions between the Association and the City shall be arranged by the mutual agreement of the parties. Members of the Association's bargaining team on an on-duty status during the negotiations sessions shall be subject to call and shall not lose time or pay for time spent in negotiations sessions, nor shall it result in the payment of overtime. The parties shall cooperate through shift trading, scheduling of negotiations sessions, and other means, to ensure that shift coverage is maintained.
- 9.2 Only Association business relating to the resolving of administrative issues or grievances will be conducted during the member's work day. Regularly scheduled Association meetings will continue to be allowed to occur during work hours.

#### **ARTICLE 10. GENERAL, SPECIAL AND PERSONNEL ORDERS**

- 10.1 The City will furnish the Association with copies of all general or special orders from within the Police Department pertaining to wages, hours and conditions of employment.

#### **ARTICLE 11. FURNISHING CONTRACT TO MEMBERS**

- 11.1 The Association agrees to furnish each employee of the bargaining unit with a copy of this Agreement at the time of hire. The cost of printing and assembling the copies of this Agreement will be borne by the City. The parties may agree to use of electronic copies in lieu of paper copies.

#### **ARTICLE 12. OUTSIDE EMPLOYMENT**

- 12.1. OFF-DUTY EMPLOYMENT: Because of the nature of law enforcement employment, additional jobs held by Department personnel will comply with this Article. Any employee who wishes to take additional employment during off-duty hours will inform the Chief of Police and gain written permission from the Chief of Police before accepting the employment. In doing so, the employee will fully describe in writing the nature of the work to be performed and the hours of work. The employee shall also be required to submit written notice of any significant changes in the nature of the work and hours. If it is judged that the additional employment could involve misuse of the police authority, or could adversely affect the employee's on-duty work performance or the Department's image or efficiency, the request may be rejected, or permission may be withdrawn.
- 12.2. AUTOMATIC OFF-DUTY EMPLOYMENT RESTRICTIONS: Many types of off-duty jobs should cause no concern. Employment as a carpenter, draftsman, lumberman, or part-time

teacher is likely to have little effect on the Department. Jobs which may involve an employee exercising authority under a police commission or which may interfere in some way with primary employment warrant more careful consideration. When there appears to be a high potential for misuse, a request may be rejected. By way of illustration, outside employment must not:

1. Interfere with the efficiency of law enforcement and public safety;
  2. Interfere with the employee's work performance, including availability or call-back and overtime in the Department;
  3. Be any occupation which would tend to conflict with any Department policy or regulation;
  4. Be in the performance of police or security related tasks other than those of police service for the Department and under its control while in police uniform;
  5. be a process server or bill collector, or in any other employment when it may appear to the public that police authority is used for private purpose of a civil nature, or that a conflict of interest exists (private detective or news reporter, or tow company);
  6. Be any employment which requires or could utilize access to police records in the performance of off-duty employment;
  7. Be any employment which assists in any manner in the case preparation for the defense of criminal cases;
  8. Be any employment on any event wherein illegal activities are involved, or where intoxicants are served for public consumption;
  9. Involve the use of police authority as an element or expectation of the job;
  10. Result in an unusual sick or absence record in an employee's primary police employment, and time expended in performance of off-duty employment shall not exceed time required to be devoted to primary police employment; or
  11. Be any employment which has any connection with the towing of vehicles.
- 12.3. OBLIGATION TO DEPARTMENT: The primary obligation and responsibility of an employee who accepts off-duty employment is to the Department. Employees directed to report for overtime work will do so regardless of their off-duty employment situation.
- 12.4. OFF-DUTY EMPLOYMENT APPROVAL: If the employee cannot report for regular duty due to a long-term illness or disability, permission to continue certain types of off-duty employment may be temporarily withdrawn in appropriate circumstances to further the Department's interests.

### **ARTICLE 13. WORKING OUT OF CLASSIFICATION**

- 13.1 Assignment appointment of an employee to a higher classification may be made on an

~~2012-15 CBA~~ 2015-2018 CBA

acting basis to fill a temporary vacancy. An employee assigned to perform all of the duties of an employee in a higher classification, upon completion of each full hour shift in such capacity, shall receive out-of-classification pay of five percent (5 %) of base salary for all time worked in the higher classification. Assignment of an employee to a higher classification on an acting basis in excess of a year shall receive out-of-classification pay of ten percent (10%) of base salary beginning the second year of assignment and until completion of said assignment. When there is not a sergeant on patrol, the senior officer on patrol shall serve as shift supervisor, unless another officer is designated.

#### ARTICLE 14. HOURS OF WORK

- 14.1. A normal work week shall commence at the beginning of the shift on the first day of an employee's work week and shall end one hundred sixty-eight (168) hours later.
- 14.2. A normal work day may consist of either eight (8) hours per day on the basis of a five-day work week, or ten (10) hours per day on the basis of a four-day work week, or twelve (12) hours per day on the basis of the ~~3/12~~ Dispatch "Pittman" schedule as per the attached MOU Plan, (dispatchers may voluntarily agree to work a split shift) or the 4/12 plan work week. Should the City decide to discontinue the 4/12 plan work week, the City shall give the Association written notice of its intent to do so. The City and the Association shall meet and negotiate the impact of the proposed change for not more than thirty (30) days from the date of notice, unless the time is extended by mutual agreement. Impacts which are subject to bargaining are limited to: the effects of the date of implementation on scheduled time off, shift assignments, shift rotation, if any, and days off. Should there be no agreement to the impact of the change; either party may initiate interest arbitration by utilizing the procedure in Article 25, Step 4.
- 14.3. Each employee working the 4/12 plan will be credited with nine (9) four and one-half (4.5) hours compensatory time off per month as full compensation for the additional one hundred eight (108) hours worked yearly under this plan.
- 14.4. Except as required by operational necessity, employees working a twelve (12) hour shift ~~3/12 or a 4/12 work~~-schedule shall receive three (3) twenty (20) minute breaks and one (1) thirty (30) minute break, and employees working eight (8) hours per day or ten (10) hours per day shall receive two (2) twenty (20) minute breaks plus one (1) thirty (30) minute break during each shift.
- 14.5. ~~Each dispatch employee working the 3/12 plan will be credited with four and one-half (4.5) hours compensatory time off per month and will be scheduled off on four (4) work days each year by their supervisors as full compensation for the additional one hundred four (104) hours worked yearly under this plan.~~

#### ARTICLE 15. OVERTIME

- 15.1. As used in this Contract, overtime shall mean that time an employee is authorized by his supervisor to work in excess of eight (8) hours (or ten (10) hours on a 4/10 week or twelve (12) hours on a 3/12 or 4/12 week) in one shift or on any day in addition to regularly scheduled hours in the work period. A work day is defined as a twenty-four (24) hour period,

commencing with the employee's scheduled shift day. The Association acknowledges that the City has elected to operate under the FLSA Section 7(k) Exception.

- 15.2. Overtime shall be computed to the nearest fifteen (15) minutes. Authorized Court, and call-back and mandatory attendance overtime shall be a minimum of four (4) hours.

Four (4) hours court call back overtime will apply to any required court appearance falling on a member's time off.

Four (4) hours call-back overtime will apply in unanticipated emergency situations requiring a member(s) to report to duty. (Refer to CBPD Policy #1038)

Four (4) hours call-back overtime will apply for mandatory attendance at training, briefings, meetings, etc. that are scheduled as such. All other training, briefings, meetings, etc., that are not scheduled as mandatory will be paid at one and one half (1.5) times the employee's regular rate of pay for the actual time worked.

- 15.3. Overtime shall be compensated on either a time-and-one-half basis or by the accrual of compensatory time at the rate of one and one-half (1.5) hours for each hour of overtime worked. Compensatory time may be earned in lieu of overtime pay at the option of the employee. Employees shall be responsible for planning, initiating requests for and using compensatory time. Compensation time off to be scheduled at the mutual convenience of the employee and the City.

- ~~• Employees may accumulate a maximum of one hundred twenty (120) hours of compensatory time. Accumulation in excess of one hundred twenty (120) hours shall be forfeited by the employee unless the accumulation in excess of one hundred twenty (120) hours was due to no fault of their own.~~

**Employees may accumulate maximum compensatory leave as follows:**

- Beginning on July 1, 2015 the maximum accumulation of compensatory time will be one-hundred twenty hours (120) hours.**
- On January 1, 2016 the maximum accumulation of compensatory time will be lowered to one-hundred and five (105) hours.**
- On July 1, 2016 the maximum accumulation of compensatory time will be lowered to ninety (90) hours.**
- On January 1, 2017 the maximum accumulation of compensatory time will be lowered to seventy-five (75) hours.**
- On July 1, 2017 the maximum accumulation of compensatory time will be lowered to sixty (60) hours.**

**If the employee reaches ninety percent (90%) of the compensatory time maximum accumulation amount, the City may direct the employee to use the compensatory time as long as staffing levels allow without incurring the payment of overtime. Employees will be paid straight time for all hours in excess of the maximum accumulation amount.**

- 15.4. In lieu of overtime or compensatory time the Chief or his designee, with the employee's consent, may reduce the hours worked on any one (1) or more of the five (5) shifts following the day on which the overtime is worked. For purposes of this Section, the parties elect a

28-day work cycle.

- 15.5 In lieu of overtime or compensatory time the Chief or his designee, with the employee's consent, may reduce the hours worked by dispatchers on any one (1) or more of the five (5) shifts before or following the day on which the overtime is worked.
- 15.6 Accrued but unused compensatory time off shall be paid in the same manner as vacation upon termination.
- 15.7 Employees who are working swing, graveyard or night shifts or who are within twelve (12) hours of the beginning or ending time of a scheduled shift shall not have to attend during off-duty hours non-Department training conducted on a City-wide basis.
- 15.8 All witness fees, mileage allowances, or other reimbursement and compensation, paid for appearance in legal proceedings shall be turned over to the Finance Department.
- 15.9 Employees may trade shifts; however shift trades cannot financially impact the City without prior approval from the Police Chief or his designee.

In lieu of an employee working for another employee as a result of a shift trade, the employee may agree to compensate another employee by transferring compensatory time from employee one to another as long as the receiving employee's compensatory accrual does not exceed the maximum level of 120 hours.

It is the employee's obligation to notify the Department's designated employee and the City Finance Department in writing of the transfer of compensatory time. Notification must be made within the pay period that the trade shift occurs, and that notification should accompany the employee's timecard.

- 15.10 When an officer performs police duties outside that officer's regular hours of work, if the officer is directed to work, call back or shift extension shall apply. If police duties are self-initiated, the officer shall be paid for hours worked as overtime unless the response occurs under emergency circumstances which require the response and which detain the officer for at least forty-five (45) minutes at the incident commander's request. In such an event, shift extension or call-back shall apply.

## **ARTICLE 16. SHIFT CHANGE**

- 16.1 An employee will normally be given two (2) weeks advance notice of any change in the employee's regular hours of work, except where an emergency exists.

## **ARTICLE 17. HOLIDAY COMPENSATION**

- 17.1 An employee shall receive eleven (11) days - ninety nine (99) hours - of compensation time off to be scheduled at the mutual convenience of the employee and the City. Such compensation shall accrue to employees at the rate of eight and one quarter (8.25) hours per month. **Accumulated holiday leave hours will be part of the vacation accrual leave bank and subject to Article 18.2 maximum accumulation.**

- 17.2 In addition, an employee shall receive his regular rate of pay, plus an additional one (1) hour's pay for each two (2) hours worked, or an equivalent additional time off - the choice of which is at the discretion of the City, if he is required to work on one of the following holidays:

New Year's Day (January 1st)  
Memorial Day (Last Monday in May)  
Fourth of July (July 4th)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

**If an employee is not required, but rather volunteers to work an open patrol shift/shift extension or an open dispatch shift/shift extension on any of the above listed holidays, the employee shall receive two (2) times his/her regular rate of pay for hours actually worked on the holiday.**

**If an employee is not required, but rather volunteers to work a non-patrol duties (for example special event duty, K-9 call out, grant overtime enforcement, etc.) on any of the above listed holidays, the employee shall receive one and one-half (1.5) times his/her regular rate of pay for hours actually worked on the holiday.**

- 17.3 If an employee is ORDERED to work one of the above-listed holidays when the employee is originally scheduled to have that holiday off, that employee will be paid at two and one-half (2.5) times that employee's regular rate of pay for that day. ~~If overtime for a holiday is offered and an employee volunteers to work the hours, the employee will be paid at one and one-half (1.5) times that employee's regular rate of pay for that day.~~

## ARTICLE 18. VACATIONS

- 18.1 Vacations shall accrue as follows:

<u>Years of Service</u>	<u>Annual Leave</u>	<u>Hours Per Month</u>
1 through 5	12 days	8 hours per month
6-10	15 days	10 hours per month
11-15	20 days	13.33 hours per month
16-24	22.5 days	15 hours per month
25+	25 days	16.67 hours per month

Vacation shall be credited monthly as earned vacation in accordance with the above schedule, except that vacation accrued during the first twelve (12) months shall not be credited as earned vacation until the employee completes twelve (12) months of continuous service.

- 18.2 Employees shall be responsible for planning, initiating requests for and using vacation credits within twelve (12) months after which they were earned, except that a maximum of **one two** hundred eighty (~~180~~ **280**) hours of vacation/holiday time may be accumulated with the approval of the Chief of Police. Any accumulation in excess of **one two** hundred eighty

(~~180~~ 280) hours shall not be forfeited due to the City's failure to grant vacation/holiday leave. If an employee has over ~~one~~ two hundred eighty (~~180~~ 280) hours of vacation/holiday leave time, the employee may be directed to take time off and reduce the accumulation to under ~~one~~ two hundred eighty (~~180~~ 280) hours.

- 18.3 Upon termination of an employee for any reason or in the event of his death, he shall be paid a lump sum payment for all earned but unused vacation credits, all earned but unused holiday credits and all earned but unused compensatory time off.
- 18.4 Part-time employees shall accrue prorated vacation on the basis of two thousand eighty (2080) annual hours of work.
- 18.5 If an employee has a prior approved vacation request and management makes an assignment or shift change that causes the employee to have a conflict with another employee's prior approved vacation request, management will accommodate the employee, unless the accommodation causes an undue hardship for the department. (Undue hardship as defined by FLSA.)

#### ARTICLE 19. EMPLOYEE INSURANCE COVERAGE

- 19.1 The City agrees to provide vision and dental insurance coverage for employees and their dependents that is substantially similar on the whole to that presently in effect and medical insurance coverage that is substantially similar on the whole to the Regence High Deductible Health Plan with Health Savings Account (HDHP w/HSA2) unless another plan is mutually agreed upon. 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. The City will continue to pay 90% of the cost of the medical, vision and dental premiums and each employee will pay 10% of such premiums.
- 19.2 The City shall contribute 100% of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for a double or family) into eligible employee's HSA accounts for the employee's use for any eligible medical charges. The City shall contribute the full deductible amount on or about January 1<sup>st</sup> of each year during this agreement.

For CBPOA members who are not eligible for an HSA as deemed by IRS rules and regulations (for instance they are on Medicare or Medicare eligible and/or they are covered by another non HDHP insurance policy) and/or those employees who choose not to have an HSA, the City shall contribute 100% of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for a double or family) into a HRA VEBA. the City will compensate in an equal amount of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for a double or family) to them as scheduled above. PERS, Social Security, Medicare and Worker's Comp costs will be deducted from the compensation payments.

The City will make the maximum contribution to HSAs allowable by IRS rules and regulation (currently \$6,150 per calendar year) to married employees who are both working for the City. The City shall contribute the remainder part of the two HDHP plan deductibles into HRA VEBA (difference currently being \$1850 per calendar year). The City will compensate those employees the remainder part of the two HDHP plan deductibles (difference currently being \$1850 per calendar year). PERS, Social Security, Medicare and Worker's Comp costs will be deducted from the compensation payments.

Contributions to HSAs for mid-year hires 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 (currently \$2,500 for a single and \$4,000 for a double or family) and deposit 1/12 of the employee's deductible in the employee's HSA 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 single to 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 single and the double and/or family deductible (difference currently \$1,500 per calendar year) into the effected employee's HSA.

If after receiving a calendar year's contribution into an HSA, an employee retires, resigns or is administratively separated prior to June 30<sup>th</sup> of that same year, the employee will be required to reimburse the City 1/12 of the contribution which was made to their HSA 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 contribution.

- 19.3 The City shall make available to employees an IRS 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 the health, vision and dental premiums, as permitted by law. The City shall make available to employees an IRS Section 125 plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis an employee's contribution to their HSA up to a limit set by IRS rules and regulations **(currently the employer/employee yearly contribution is limited to \$3050 for single and \$6,150 for double or family).**
- 19.4 For the duration of this Contract the City agrees to provide life and long-term disability coverage for employees that are substantially equivalent to that presently in effect. The City shall pay the full premium for such coverage. Increases in cost of health insurance shall be considered by the parties in negotiations and by an arbitrator in an analysis of total compensation.
- 19.5 The City shall pay to an injured worker the difference between what the employee receives from Workers' Compensation insurer and the employee's regular salary after taxes. This supplemental payment shall be made without cost or off-set suffered by the employee during the first ninety (90) days after the injury which accepted as an industrial accident. 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 compensatory time, vacation and sick leave, in that order, unless the employee elects otherwise in writing within ninety (90) days of the injury. Upon the 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.
- 19.6 If an employee is disabled from returning to work after one (1) month of disability or after the employee has exhausted the supplemental benefits as provided for in Section 19.5 of this Article, the employee is eligible for administrative separation subject to the employee's right to reappointment as provided by the 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 the employee is disabled to the extent that it is unlikely the employee will return to work, the employee may be administratively separated at any time and shall receive as a lump sum payment of accrued and unused vacation and sick leave as a supplemental disability payment.

## **ARTICLE 20. LIABILITY INSURANCE**

- 20.1 The City agrees to provide liability insurance, which includes self insurance, with the minimum level of insurance equal to the maximum level of liability as identified in ORS 30.270.

## **ARTICLE 21. SICK LEAVE**

- 21.1 Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Verification of illness by a doctor's certificate may be required by the Chief of Police.
- 21.2 An employee shall notify his/her supervisor of the need to utilize sick leave as soon as possible; normally before actual utilization.
- 21.3 Sick leave may be utilized in situations where an employee is unable to work because of personal injury or illness. Sick leave may also be utilized on a short-term basis for care and to arrange long-term care for a seriously ill member of the employee's immediate family. Immediate family is defined to include: spouse, children, mother, father, sister, brother and other dependents living in the employee's household.
- 21.4 Sick leave may be utilized by a working employee for illness related to childbirth. Sick leave is not available to employees on unpaid leaves of absence.
- 21.5 Unused sick leave shall not be compensated upon termination for any reason or in the case of the death of the employee, except as provided herein and for purposes of conversion to retirement benefits pursuant to PERS.

Upon retirement from the City of Coos Bay, an employee with ten or more years of service in the City of Coos Bay's police department shall be paid a percentage of their unused sick leave into a deferred compensation plan of the employees choosing, not to exceed the Federally mandated limits. The percentage shall be equal to the years of service by such employee with the City of Coos Bay's police department.

- 21.6 Part-time employees earn pro-rated sick leave, as well as other pro-rated benefits.

## **ARTICLE 22. COMPASSIONATE LEAVE**

- 22.1 In the event of death in the immediate family (husband, wife, parents, step parents, children, grandparents, step children, siblings, step siblings, in-laws, step grandparents), the employee shall be entitled to time off with pay to make funeral arrangements if necessary and to attend the funeral. A maximum of three (3) consecutive calendar days may be taken for deaths that occur within 250 miles of Coos Bay, Oregon ~~the state of Oregon~~ and seven (7) consecutive calendar days from the date of commencement of the leave for deaths that occur more than 250 miles from Coos Bay.

~~Oregon outside the state of Oregon. Leave under this section is concurrent to bereavement leave benefits under the Oregon Family Leave Act (OFLA) which provides additional bereavement leave benefits in some circumstances.~~

## ARTICLE 23. LEAVE WITHOUT PAY

- 23.1 A ~~regular~~ **permanent** employee may be granted a leave of absence without pay up to six (6) months when the work of the Department will not be seriously handicapped by his absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the Police Chief and the City Manager. All applicable paid leaves must normally be exhausted prior to approval of leave without pay. ~~Requests for maternity leaves without pay shall be pursuant to this article.~~

## ARTICLE 24. PARENTAL AND FAMILY LEAVE

- 24.1 The City shall provide all employees with parental and family leave rights as provided by Oregon and Federal Law and administrative rules, the conditions of which must be met by the City and employees. The parties recognize that the law permits employees to elect use of all accrued leave. ~~as of the date of this negotiation.~~

## ARTICLE 25. GRIEVANCE PROCEDURES

- 25.1 To promote better relations, parties agree to settle any disputes as to the meaning or interpretation of this contract in the following manner:

Step 1 After first attempting to resolve the grievance informally, the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence thereof, or of the employee's knowledge thereof and or when the employee should have reasonably known of the occurrence. The notice shall include:

1. The name and position of the employee or employees or party on whose behalf the grievance is brought.
2. The date of the circumstances giving rise to the grievance or the date of the employee's first knowledge thereof.
3. A clear and concise statement of the grievance, including the relevant facts.
4. Statement of alleged violation or violations, including reference to the specific provisions of the contract which are alleged to have been violated.
5. The remedy of relief sought by the employee.
6. Signature of the person submitting the grievance.

The supervisor shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 2 If, after ten (10) days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the Chief of Police. The Chief may meet with the aggrieved party, who may request Association representation at the hearing. The Chief shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 3 If, after ten (10) days from the date of submission of the grievance to the Chief, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the City Manager, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 4 Only if the Association is dissatisfied with the City Manager's response to the grievance, the matter may be referred to final and binding arbitration within ten (10) days of the City Manager's response. If the City and the Association are unable to agree upon an arbitrator, then they shall jointly request the State of Oregon Mediation and Conciliation Service to provide a list of the names of nine (9) arbitrators who are FMCS or AAA certified, the arbitrator to be selected by the method of alternative striking of names under which the first strike shall be determined by lot. The final name left on the list shall be the arbitrator. Nothing in this Section shall prohibit the parties from agreeing upon a permanent arbitrator, a permanent list, or an arbitrator for a particular case. The jurisdiction of the arbitrator shall be limited to the interpretation of the provision of the contract alleged to have been violated, the determination if a violation has occurred, and if appropriate the remedy. The arbitrator's decision shall be final and binding, but she/he shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement, shall be in writing, and shall be submitted within thirty (30) days from the date of the hearing.

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator, court reporter (if required by the arbitrator), and any required hearing room fee shall be paid by the losing party who shall be designated by the arbitrator.

## **ARTICLE 26. MILEAGE AND PER DIEM ALLOWANCE**

- 26.1 All reasonable travel expenses shall be reimbursed by the City. An employee who utilizes the employee's private vehicle for travel shall be reimbursed at the IRS rate for the mileage.

## **ARTICLE 27. LAYOFF**

- 27.1 Employees shall be laid off in the inverse order of their seniority in their classification. Date of hire is seniority date for full or part-time personnel, as long as employment is continuous, excluding lay-offs. Any employee who is to be laid off who had advanced to his or her present classification from a lower classification in which he or she held a permanent appointment shall be given bumping rights into a lower classification in the department based on seniority. The employee's seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the Department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within ten (10) days of notice of termination of layoff.

## **ARTICLE 28. PROBATIONARY PERIOD**

- 28.1 The probationary period shall be eighteen (18) months for all police officers and twelve (12) months for other employees. Prior to completion of the probationary period, employees may be discharged without cause and without appeal.

All promotions shall be subject to a six (6) month probationary period. Any employee failing to successfully complete his/her promotional probationary period shall be entitled to return to his/her former position. Employees on promotional probation may only be discharged or disciplined pursuant to Article 29, Discipline and Discharge. Removal from promotional status during the probationary period; however, shall not be subject to appeal.

## **ARTICLE 29. DISCIPLINE AND DISCHARGE**

- 29.1 Disciplinary action or measures for violation of rules and regulations as set forth in the departmental manuals and City personnel guide shall include, but not be limited to the following: oral reprimand, written reprimand, demotion, suspension, reduction of pay by one step, or discharge. If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. In the event of employee misconduct, the employee may be subject to discipline by his supervisor or the Police Chief.

Disciplinary action may be imposed upon a permanent employee for just cause. Any disciplinary action imposed upon an employee, except oral reprimand, may be processed as a grievance through the regular grievance procedure. Disciplinary actions shall be reasonably related to the facts of the incident.

It is agreed by both parties that informal disciplinary actions such as oral admonitions and warnings or written letters of warning, caution, or requirement, are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. Formal disciplinary actions such as written reprimands, suspension and discharges will be used for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of delinquency or misconduct.

At the written request of the affected employee, the letters cited in 1. below shall be removed from the personnel files maintained by the Department and the Employee Relations Division, subject to the time frame specified and the further conditions enumerated in Section 2:

1. Time frame for Removal of letters:
  - a. Letters of Reprimand - Two (2) years from date of issuance.
  - b. Disciplinary letters imposing other penalties excepting letters of demotion - Five (5) years from effective date of discipline.
2. Prior Letters in the Record - If any of the above-cited letters, hereinafter subsequent letters, are issued, and there are prior letter(s) in the personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for

the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter.

3. Letters, or copies of letters, imposing discipline, which have been removed from personnel files pursuant to this section, may not be introduced by either party in subsequent disciplinary proceedings.

### ARTICLE 30. USE OF FORCE

- 30.1 The parties recognize that it is critical for the Department to investigate instances regarding the use of force. A member who has been involved in the use of force has often been through a highly traumatic incident. In cases involving the use of force, for purposes of this contract, policies of the Coos Bay Police Department Policy #300, will be followed.

Officers involved in the use of force will be allowed all rights and privileges under the Weingarten and Garrity Rulings. Appropriate efforts will be taken to minimize the number of interviews required. The City shall allow involved officers' access to the Association representative in accordance with City policy and law. As soon as a supervising investigator develops reason to believe that the conduct of the employee was criminal or constitutes grounds for discipline, the employee shall be so advised. In such event, the employee may contact an Association representative in the face of discipline, or an attorney if criminal misconduct is alleged, and afforded such rights as are provided by law.

The City shall not modify its use of force policy during the life of this Agreement without notifying the Association and negotiating the mandatory aspects of the change, if any.

### ARTICLE 31. SALARIES

- 31.1 Effective July 1, 2015, or upon execution, whichever is later, the wage scale will be increased by one percent (1%). ~~Effective July 1, 2012, the wages for all employees covered by this Agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of two percent (2%) and a maximum of five percent (5%)~~
- 31.2 Effective July 1, 2016, the wages for all employees covered by this Agreement shall be increased by one percent (1%). ~~Effective July 1, 2013, the wages for all employees covered by this Agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of two percent (2%) and a maximum of five percent (5%)~~
- 31.3 Effective July 1, ~~2017~~ **2014**, the wages for all employees covered by this Agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of one half percent (1/2 %) ~~two percent (2%)~~ and a maximum of three percent (3%) ~~five percent (5%)~~.
- 31.4 Education Incentive

The department supports and advocates for the value of an education and the continued education for every employee to enhance job performance and 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 – Two point five percent (2.5%) 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 incentives are limited to one Degree.**

Degree Incentive Pay will be effective upon the date the degree is awarded and /or the equivalent college level course credits are earned.

2. Continuing Education Incentive:

Employees may request compensation for the costs of college level course work relevant to their role in the organization. Reimbursement will be limited to \$1,500 per fiscal year per department employee. Those seeking tuition and instructional material costs reimbursement must make a request in writing to the Chief of Police for approval prior to the employee's enrollment of participation. 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

Pass/Fail Classes "P" = 70% tuition reimbursement

- 31.5 **Step Advancement.** Advancement of employees **on the salary scale**, shall be made to the next higher pay step in the employee's classification effective the first day of the month following the completion of twelve (12) months of satisfactory performance in the current step.

The City shall implement a program to timely process step increase evaluations and personnel action forms reflecting step increases within 30 days prior to an employee's anniversary date of employment.

- 31.6 **DPSSST Incentive.** All employees shall be eligible for education and training incentive increments to be added to their current salary, subject to the following requirements:

1. Completion of probation (may be waived by City at its discretion);
2. Maintained for previous twelve months and continues to maintain a satisfactory performance evaluation (may be waived by City at its discretion);

3. Accrual of the necessary education and training points for each certificate as set forth by the Board of Public Safety, Standards and Training;

The employee is responsible for applying for and submitting certification requests to The Department of Public Safety Standards and Training (DPSST).

The amount of the incentive pay shall be:

1. Intermediate Certification by DPSST - Three and one-half percent (3.5 %) of the top step rate of Police Officer for Police Officers, Corporals and Sergeants holding DPSST Intermediate Certification. Three and one-half percent (3.5%) of the top step rate of Dispatcher for Dispatch staff holding DPSST Intermediate Certification.
2. Advanced or Supervisor Certification by DPSST - Six percent (6.0%) of the top step rate of Police Officer for Police Officers, Corporals and Sergeants holding DPSST Advanced or Supervisor Certification. Six percent (6.0%) of the top step rate of Dispatcher for Dispatch staff holding DPSST Advanced or Supervisor Certification.

**DPSST Certification pays are not cumulative.**

3. Bilingual in Spanish (certified bilingual through mutually approved testing process) - Five percent (5.0%) of base salary.
- 31.7 Employees promoted to a higher classification shall be placed on the step in that range which is next higher than their previous rate of pay.
- 31.8 The City shall make all PERS contribution, 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 6% contribution to Public Employees' Retirement System, the City agrees to immediately increase the employee's base pay by six percent (6%).
- 31.9 In addition to their base salary and certification, if applicable, all employees shall receive longevity pay based upon their years of continuous service with the Police Department following the last date of hire. Longevity pay shall be based upon the employee's base salary not including certification pay in accordance with the following schedule:

<b><u>Longevity Incentive</u></b>		
<b><u>Years of Continuous Service</u></b>	<b><u>Police Clerical Specialist &amp; Civilian</u></b>	<b><u>Certified Officers and Dispatchers</u></b>
<b><u>10 Years</u></b>	<b><u>2%</u></b>	<b><u>N/A</u></b>
<b><u>15 Years</u></b>	<b><u>4.5%</u></b>	<b><u>2.5%</u></b>
<b><u>20 Years</u></b>	<b><u>7%</u></b>	<b><u>5%</u></b>
<b><u>25 Years</u></b>	<b><u>9%</u></b>	<b><u>7%</u></b>

**Years of Continuous Service** **Longevity Pay Rate**

~~10 Years (Police Clerical Specialist and Civilian Police Assistant only are eligible at 10 years)~~ ~~2%~~

~~15 Years~~ ~~2.5%~~

~~20 Years~~ \_\_\_\_\_ ~~5%~~

~~25 Years +~~ \_\_\_\_\_ ~~7%~~

~~The above mentioned employees who are eligible for receiving longevity pay upon ten (10) years of service will have their two percent (2%) added to the longevity pay listed at fifteen (15), twenty (20) and twenty-five (25) years to make their numbers four and one-half percent (4.5%), seven percent (7%) and nine percent (9%) longevity pay for the respective years. For the other employees covered by this agreement the longevity pay is not cumulative at each five (5) year increment.~~

- 31.10 Motorcycle Officer. An employee assigned to ride a motorcycle in the course of the employees duties shall received five percent (5%) of base salary for the time spent at such an assignment.

Time spent on such assignment will be defined as follows:

1. Motor officers shall receive an additional 5% in incentive pay for each hour worked during special events (festivals, parades, overtime traffic enforcement, etc.) when assigned to work such an event as a motor officer.
2. When working regular patrol and when utilizing the Department's motorcycle for more than 50% of their 12 hour shift, the officer shall receive motor officer hazard/incentive pay for their entire shift.

- 31.11 Field Training Officers. Employees trained as and serving in the capacity (assigned the training of a probationary employee) of a FTO shall receive five percent (5%) premium for each full hour shift served in that capacity.

- 31.12 Investigations. Employees assigned to Investigations shall receive a five (5%) percent premium for time employee is assigned.

- 31.13 Non-probationary (new-hire) police officers and sergeants represented by the Coos Bay Police Officers' Association will be offered the opportunity to voluntarily participate in an annual physical fitness testing program for which incentive pay as set forth in this section is offered. The Oregon Physical Abilities Test (ORPAT) as prescribed by DPPST will be used to assess fitness levels. Incentive payment shall be \$ 1,000 per contract year for those who successfully pass the annual fitness testing and will be paid on the last payday in the month of November of each calendar year.

Testing shall be conducted under the supervision of the Police Chief or his/her designee. There shall be two testing processes held yearly. The first testing process shall occur at a scheduled time and place during the month of May; a second testing process will be held during the month of August. Officers and sergeants who were unable to be present at the first test and/or who wish to re-test may participate in the second testing session. Notice of the time and place will be posted on the Department bulletin board located in the Police Department Supervisor's area at least thirty (30) days prior to the scheduled test(s) dates. Those members of the bargaining unit who fail to appear for at least one of the testing processes shall be deemed to have waived the opportunity to participate in the testing for

that contract year. Any member who elects not to take the ORPAT or who does not pass the ORPAT if the test is taken will not be subject to disciplinary action by virtue of nonparticipation or failure.

### **ARTICLE 32. WELLNESS PROGRAM**

- 32.1. The Coos Bay Police Department Wellness Program is designed to assist members in maintaining a healthy, productive life style. It is hoped that the program will produce better personal health in the individual members, with the possibility of extending the Life span.

The Wellness Program shall consist of the following:

1. Blood Screening and Urinalysis: All full-time members of the Police Department may participate in a blood screening and urinalysis program. Part-time non-sworn members may participate in all elements of the program approved by the Police Chief. Testing will be conducted annually, on or about the first of September.

2. It is the policy of the Coos Bay Police Department to require all members to be sufficiently fit to perform the essential functions of their positions in a safe, effective and efficient manner at all times. To aid members in a voluntary effort to remain physically fit, the City shall provide three (3) employee memberships at the Coastal Fitness Center, providing the Association pays for one (1) additional membership.

### **ARTICLE 33. DOG HANDLER COMPENSATION**

- 33.1 Dog handler canine training activities shall be conducted on-duty, unless otherwise approved by canine supervisor. Dog handlers accept and may resign from the position voluntarily.

Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees assigned to a canine shall receive a pay differential of five percent (5%) of their base salary while serving with the dog.

- 33.2 Dog handlers constitute a voluntary program assignment which is subject to shift scheduling based upon optimal utilization of the canine resource.

### **ARTICLE 34. CLOTHING**

- 34.1. The City shall pay a clothing allowance to all officers assigned to the Investigations Unit or other approved non-uniformed position. Receipts shall be required for clothing purchased. Allowances shall be paid according to the following schedule:

First Year of Assignment:	\$600
Each Subsequent Year of Assignment:	\$400

Allowances shall be paid on July 1 of the year in which they are earned.

- 34.2. The City shall continue to pay for the dry cleaning of one (1) uniform or one (1) outfit per week, unless the clothing is unusually dirtied in the line of duty, in which case it will also pay for the cleaning of that clothing.
- 34.3 The City shall compensate officers one time a year for purchase of appropriate footwear which will not exceed \$175 per year.

## **ARTICLE 35. USE OF ALCOHOL AND DRUGS**

### **35.1. 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 reserve 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.

### **35.2. 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 other 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.
- 35.3. 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 29 – "Discipline" - of the contract.
- 35.4. REPORTS OF DRUG CONVICTION: Each employee must report facts and circumstances to the Chief of Police no later than five (5) days after conviction for violating any criminal drug statute.
- 35.5. 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 Chief of Police 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.
- 35.6. 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.

- 35.7. 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 provider. 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 of the treatment program and the employee's participation by the Chief of Police.
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 of 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 Chief of Police to monitor treatment and program compliance directly with a health care provider.

- 35.8. 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 the employee is drug or alcohol free at the time in question. If the results of a test are positive neither the Association nor the employee may challenge whether reasonable suspicion existed.

35.9 TESTING PROCEDURE:

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 Chief of Police, or in the Chief's absence, the Captain 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 tests 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 substances(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) 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. NOTIFICATION: 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.
- 35.10 CONSEQUENCE 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.
35. 11. CONSEQUENCE 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.
- 35.12. EMPLOYEE RIGHTS:
1. The employee shall have the right to an Association 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 Association 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 Section 35.13, the employee shall be notified, and shall be afforded an opportunity to be present, with an Association representative, if possible, without unreasonable 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.
- 35.13. 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 Chief of Police or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

- 35.14. 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 Chief of Police to obtain guidance on action to be taken.

35.15 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. A blood alcohol content of .02% constitutes under the influence while on duty.
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 do 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.
  - A. *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 36. TAKE HOME VEHICLES**

- 36.1 Except as required for operational needs of the Police Department, officers assigned to patrol may take a marked Department patrol vehicle home a distance of up to ten (10) road miles from City Hall.

## **ARTICLE 37. PSYCHOLOGICAL TESTING**

- 37.1 STATEMENT OF PURPOSE: The purpose of this Article is to balance the interest of the employer in obtaining a psychological or psychiatric evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted:

- A. Only when appropriate;
- B. Using validated methodology;

C. In as least an intrusive manner as possible, and

D. In a manner as to protect the employee's right of privacy.

- 37.2 CONDITIONS UNDER WHICH TESTING WILL TAKE PLACE: No test will take place without there being reasonable suspicion to believe that an employee is psychologically unfit to perform the job. When the Employer has reasonable suspicion that an employee is psychologically unfit for duty, the Employer will bring those facts to the attention of a psychologist or a psychiatrist. The doctor shall be chosen from a list of persons who have been previously agreed to by the Employer and the Association. The Employer will inform the Association of the information it has which forms the basis for its reasonable suspicion and give the Association Representative a chance to discuss this issue with the doctor.

Only if the doctor believes there is reasonable suspicion that the employee is unfit for duty will the testing of the employee take place.

- 37.3 ADMINISTRATION OF TESTING: The tests which are given by the doctor must have been validated as establishing an employee's fitness for duty. All tests will comply with the Americans With Disability Act. The Employer will not ask the employee to sign any waiver of liability against the person conducting the psychological evaluation.

The employee will cooperate in good faith with the examining doctor, and will provide the doctor with any medical history determined to be relevant by the doctor. The doctor will not provide the medical history information to the Employer.

- 37.4 RESULTS OF THE TEST: The doctor will report to the Employer, the employee, and to the Association. The only information which the doctor may release is whether the employee is fit or unfit for duty or whether the employee requires modified work conditions. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will indicate what modifications are necessary and the extent or duration projected of the modification. The doctor will keep all data that has been made available to him confidential and not release it to any of the parties, except the employee. If the Association believes that the conclusions of the doctor are in error, it has the right to obtain an additional examination at its own expense and to have access to all information which was utilized by the Employer's examining doctor.

The Employer will ensure that the examining doctor is available to answer questions by the doctor who performs the independent examination.

If, after having obtained the independent examination, the Association wishes to challenge the assessment of the employee's fitness for duty, the employee shall suffer no reduction in pay or benefits until the issue of fitness for duty is ultimately resolved by an arbitrator through the grievance procedure. If necessary, the employer may place the employee on administrative leave or light duty until the issue is arbitrated.

## **ARTICLE 38. RESIDENCY**

- 38.1 All full-time Police Department employees will reside within thirty-five (35) road miles of City Hall.

## ARTICLE 39. SAVINGS CLAUSE

- 39.1 Should any section or portion of this contract be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portions thereof, directly specified in the decision, upon the issuance of a final decision the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

Certain provisions in this Agreement have been made as a result of the parties understanding about the Federal Fair Labor Standards Act (FLSA) and Federal Regulations. If the FLSA or the Regulations are modified, or interpreted by case decisions in a manner which render any provision of this agreement invalid, renegotiation of the provision will be required, at the request of any of the parties. The parties have relied in good faith on their understandings of the FLSA, interpretive bulletins and cases, and have concluded that all terms and conditions of this Agreement affecting wages are in compliance with the FLSA.

## ARTICLE 40. EFFECTIVE DATE AND TERMINATION

- 40.1. 40.1. This contract shall be effective as of July 1, 2015, ~~July 1, 2012~~ or upon execution, whichever is later, and shall remain in full force and effect until June 30, 2018, ~~June 30, 2015~~.
- 40.2. No later than November 1, ~~2017~~ 2014 the parties shall reopen negotiations for a successor agreement. This contract shall remain in full force and effect during the period of negotiations.

CITY OF COOS BAY

CBPOA

BY: \_\_\_\_\_  
Rodger Craddock,  
City Manager, City of Coos Bay

BY: \_\_\_\_\_  
Ty Meier, President  
~~Ken Labrousse, President~~  
C.B.P.O.A.

**AGREEMENT BETWEEN**

**CITY OF COOS BAY**

**AND**

**COOS BAY POLICE OFFICERS' ASSOCIATION**

**JULY 1, 2015 – JUNE 30, 2018**

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## **PREAMBLE**

This Agreement between the City of Coos Bay (the City), and the Coos Bay Police Officers Association (the Association), has as its purpose the promotion of an efficient police department; the facilitation of harmonious relations between the City and the Association; the definition of the procedure and the solution of differences; the protection of the public interest by assuring at all times the orderly and uninterrupted operations of local government, and the specification of wages, hours and general working conditions of employment for employees in the bargaining unit.

## **ARTICLE 1. DEFINITIONS**

- 1.1 ASSOCIATION means the Coos Bay Police Officers' Association acting as the sole bargaining agent for all regularly employed 911 dispatchers, communications supervisors police officers, sergeants, police clerical specialists, Evidence/Property custodian and Civilian Police Assistant in the Police Department.
- 1.2 CITY means the government of Coos Bay acting through its various departments, divisions, agencies, branches, bureaus, committees and commissions.
- 1.3 COLLECTIVE BARGAINING means the conferring, consultation and/or negotiating in a good faith effort to reach agreement on wages, hours and general working conditions of employment between a representative of the City and the Coos Bay Police Officers' Association.
- 1.4 EXEMPT (non-bargaining unit) EMPLOYEES means all personnel in the Police Department not included in the bargaining unit.
- 1.5 MEMBERS OF THE BARGAINING UNIT means the employees of the bargaining unit whose wages, hours; general working conditions are set forth in this collective bargaining agreement.

## **ARTICLE 2. RECOGNITION**

- 2.1 The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees of the bargaining unit as defined herein.
- 2.2 The Association represents the part-time dispatchers who will be subject to the following employment conditions:
  - 1. The City will not hire part-time dispatchers in excess of a ratio of one (1) part-time dispatcher for every two (2) regular full-time dispatchers.
  - 2. The part-time dispatchers will not be employed more than thirty (30) hours per week except in unusual circumstances.
  - 3. The part-time dispatchers may be assigned up to twelve (12) hours per day on a split shift basis without the City incurring liability for the payment of overtime. In these instances the provisions of ORS 653.268 are expressly waived as allowed by ORS

653.269(5) (b).

4. The part-time dispatchers will be paid all benefits on a pro rata basis depending on the number of hours per week they work except for their medical and dental benefits which will be paid at a 75% rate by the City.

### **ARTICLE 3. EXISTING CONDITIONS**

- 3.1 No employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this contract. Except as provided below, the City will bargain with the Association before changing any existing conditions limited to wages, hours and working conditions which involve a mandatory subject of bargaining or which have an impact on a mandatory subject of bargaining.
- 3.2 This Article does not affect the right of the City to change from eight, ten, or twelve hour work schedule at its option in conformity with the requirements of Article 14.2.

### **ARTICLE 4. CHECK-OFF**

- 4.1 DUES: The City agrees to deduct the Association membership initiation fee and insurance, and once each month, dues from the pay of members. The amount to be deducted shall be certified to the City by the treasurer of the Association, and the aggregate deductions of those members shall be remitted, together with an itemized statement, to the treasurer of the Association 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 Association monthly, whatever amount is determined to be the fair share of those employees who do not authorize the deduction of dues and initiation fees.
- 4.2 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 Association, or (2) tender to the Association his fair share of the cost of negotiating and administering the labor agreement which amount shall be certified by the Association to the City. If the employee has not joined the Association by the required time, the Fair Share will be automatically deducted from the employee's pay check by the City and paid to the Association. Provided, however, that no employee will be required to pay a fair share pursuant to this Article if the employee's refusal is based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that this has been done.
- 4.3 INDEMNITIES: The Association shall indemnify and hold the City harmless against any and all claims, damages or suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## ARTICLE 5. EMPLOYEE RIGHTS

- 5.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his exercise of these rights.
- 5.2 The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, religion, national origin, union affiliation, mental or physical handicap or disability except as provided by law, or political affiliation.
- 5.3 All references to employee or officer in this Contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 6. MANAGEMENT RIGHTS

- 6.1 MANAGEMENT PREROGATIVES: The City shall retain all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the Department without need to bargain further about any matter not addressed in the collective bargaining agreement, except as hereinafter provided. The City shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of discretion and decision-making authority except as hereinafter provided. The rights hereunder of the employees and the Association are limited to those specifically set forth in this Agreement. The City shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of the Agreement without bargaining either the decision to do so or its impact on the bargaining unit, except as hereinafter provided.
- 6.2 EXAMPLES: Without limitation and by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:
  - 1. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
  - 2. To determine the nature and qualifications of employees, to introduce and assign the duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and time off.
  - 3. To hire, promote, train, retain, layoff, suspend with pay, and to discipline employees for just cause, and to discharge probationary employees at will.
  - 4. To implement new, and to revise or discard, whether in whole or in part, procedures, materials, equipment, facilities and standards.
  - 5. To eliminate, reorganize, or combine the work of the City.
  - 6. Subcontract work beyond the capacity of the bargaining unit to perform.

7. Depending upon the needs of the department the Chief of Police or his/her designee may assign either bargaining unit or non-representative middle management members of the Police Department to conduct background investigations on prospective department employees.
  8. The City shall not be limited, confined or restricted by past practice, rule, custom or regulation in making changes in policies, procedure, rules or regulations to carry out the mission of the Department.
- 6.3 NOTICE OF UNILATERAL CHANGES: The City will provide the Association with changes to existing policies or new policies and directives at least fourteen (14) days prior to the effective date; unless the Police Chief determines that emergency operational need dictates an earlier or immediate effective date. Although such a directive may become effective immediately, Section 6.5 of this Article shall nevertheless apply. Changes in new policy or directives will be explained or identified.
- 6.4 DUTY TO BARGAIN MID-TERM ISSUES: The parties recognize that the Association may demand to bargain over those aspects of any policy, directive or new practice which constitutes a change in a mandatory subject of bargaining. If the Association desires to do so, it shall demand to bargain within fourteen (14) days of receipt of the new policy or directive. The Association's demand will identify the part(s) which the Association contends constitutes a mandatory subject.
- Within seven (7) days of receipt of a bargaining demand, the City will communicate its agreement/refusal to bargain. Bargaining which occurs shall commence within seven (7) days and shall conclude within thirty (30) days following the first meeting. If agreement is not reached, the parties shall exchange final offers and request arbitration pursuant to Article 25, Step 4. The arbitrator shall adopt either the City's or the Association's final offer. In the case of implementation under emergency conditions, the arbitrator may grant an appropriate remedy, if any.
- 6.5 MEETINGS TO ADDRESS CONCERNS: The Association and the City shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances or other problems, and to improve the relations between the parties.

## **ARTICLE 7. CITY SECURITY**

- 7.1 The Association agrees that during the term of this contract its membership will not participate in a strike.

## **ARTICLE 8. SPECIAL CONFERENCES NOT RELATED TO DISCIPLINE**

- 8.1 Special conferences between the Association and the City may be arranged upon mutual agreement of the parties. The Association will designate not more than two representatives who are authorized to represent the Association. Participation in such meetings shall not result in loss of pay, nor shall it result in the payment of overtime.

## **ARTICLE 9. NEGOTIATION SESSIONS**

- 9.1 Negotiation sessions between the Association and the City shall be arranged by the mutual agreement of the parties. Members of the Association's bargaining team on an on-duty status during the negotiations sessions shall be subject to call and shall not lose time or pay for time spent in negotiations sessions, nor shall it result in the payment of overtime. The parties shall cooperate through shift trading, scheduling of negotiations sessions, and other means, to ensure that shift coverage is maintained.
- 9.2 Only Association business relating to the resolving of administrative issues or grievances will be conducted during the member's work day. Regularly scheduled Association meetings will continue to be allowed to occur during work hours.

## **ARTICLE 10. GENERAL, SPECIAL AND PERSONNEL ORDERS**

- 10.1 The City will furnish the Association with copies of all general or special orders from within the Police Department pertaining to wages, hours and conditions of employment.

## **ARTICLE 11. FURNISHING CONTRACT TO MEMBERS**

- 11.1 The Association agrees to furnish each employee of the bargaining unit with a copy of this Agreement at the time of hire. The cost of printing and assembling the copies of this Agreement will be borne by the City. The parties may agree to use of electronic copies in lieu of paper copies.

## **ARTICLE 12. OUTSIDE EMPLOYMENT**

- 12.1 OFF-DUTY EMPLOYMENT: Because of the nature of law enforcement employment, additional jobs held by Department personnel will comply with this Article. Any employee who wishes to take additional employment during off-duty hours will inform the Chief of Police and gain written permission from the Chief of Police before accepting the employment. In doing so, the employee will fully describe in writing the nature of the work to be performed and the hours of work. The employee shall also be required to submit written notice of any significant changes in the nature of the work and hours. If it is judged that the additional employment could involve misuse of the police authority, or could adversely affect the employee's on-duty work performance or the Department's image or efficiency, the request may be rejected, or permission may be withdrawn.
- 12.2 AUTOMATIC OFF-DUTY EMPLOYMENT RESTRICTIONS: Many types of off-duty jobs should cause no concern. Employment as a carpenter, draftsman, lumberman, or part-time teacher is likely to have little effect on the Department. Jobs which may involve an employee exercising authority under a police commission or which may interfere in some way with primary employment warrant more careful consideration. When there appears to be a high potential for misuse, a request may be rejected. By way of illustration, outside employment must not:

1. Interfere with the efficiency of law enforcement and public safety;
  2. Interfere with the employee's work performance, including availability or call-back and overtime in the Department;
  3. Be any occupation which would tend to conflict with any Department policy or regulation;
  4. Be in the performance of police or security related tasks other than those of police service for the Department and under its control while in police uniform;
  5. be a process server or bill collector, or in any other employment when it may appear to the public that police authority is used for private purpose of a civil nature, or that a conflict of interest exists (private detective or news reporter, or tow company);
  6. Be any employment which requires or could utilize access to police records in the performance of off-duty employment;
  7. Be any employment which assists in any manner in the case preparation for the defense of criminal cases;
  8. Be any employment on any event wherein illegal activities are involved, or where intoxicants are served for public consumption;
  9. Involve the use of police authority as an element or expectation of the job;
  10. Result in an unusual sick or absence record in an employee's primary police employment, and time expended in performance of off-duty employment shall not exceed time required to be devoted to primary police employment; or
  11. Be any employment which has any connection with the towing of vehicles.
- 12.3 OBLIGATION TO DEPARTMENT: The primary obligation and responsibility of an employee who accepts off-duty employment is to the Department. Employees directed to report for overtime work will do so regardless of their off-duty employment situation.
- 12.4 OFF-DUTY EMPLOYMENT APPROVAL: If the employee cannot report for regular duty due to a long-term illness or disability, permission to continue certain types of off-duty employment may be temporarily withdrawn in appropriate circumstances to further the Department's interests.

### **ARTICLE 13. WORKING OUT OF CLASSIFICATION**

- 13.1 Assignment of an employee to a higher classification may be made on an acting basis to fill a temporary vacancy. An employee assigned to perform all of the duties of an employee in a higher classification, upon completion of each full hour in such capacity, shall receive out-of-classification pay of five percent (5 %) of base salary for all time worked in the higher classification. Assignment of an employee to a higher classification on an acting basis in excess of a year shall receive out-of-classification pay of ten percent (10%) of base salary beginning the second

year of assignment and until completion of said assignment. When there is not a sergeant on patrol, the senior officer on patrol shall serve as shift supervisor, unless another officer is designated.

#### **ARTICLE 14. HOURS OF WORK**

- 14.1 A normal work week shall commence at the beginning of the shift on the first day of an employee's work week and shall end one hundred sixty-eight (168) hours later.
- 14.2 A normal work day may consist of either eight (8) hours per day on the basis of a five-day work week, or ten (10) hours per day on the basis of a four-day work week, or twelve (12) hours per day on the basis of the Dispatch "Pittman" schedule as per the attached MOU, (dispatchers may voluntarily agree to work a split shift) or the 4/12 plan work week. Should the City decide to discontinue the 4/12 plan work week, the City shall give the Association written notice of its intent to do so. The City and the Association shall meet and negotiate the impact of the proposed change for not more than thirty (30) days from the date of notice, unless the time is extended by mutual agreement. Impacts which are subject to bargaining are limited to: the effects of the date of implementation on scheduled time off, shift assignments, shift rotation, if any, and days off. Should there be no agreement to the impact of the change; either party may initiate interest arbitration by utilizing the procedure in Article 25, Step 4.
- 14.3 Each employee working the 4/12 plan will be credited with nine (9) hours compensatory time off per month as full compensation for the additional one hundred eight (108) hours worked yearly under this plan.
- 14.4 Except as required by operational necessity, employees working a twelve (12) hour shift schedule shall receive three (3) twenty (20) minute breaks and one (1) thirty (30) minute break, and employees working eight (8) hours per day or ten (10) hours per day shall receive two (2) twenty (20) minute breaks plus one (1) thirty (30) minute break during each shift.

#### **ARTICLE 15. OVERTIME**

- 15.1 As used in this Contract, overtime shall mean that time an employee is authorized by his supervisor to work in excess of eight (8) hours (or ten (10) hours on a 4/10 week or twelve (12) hours on a 3/12 or 4/12 week) in one shift or on any day in addition to regularly scheduled hours in the work period. A work day is defined as a twenty-four (24) hour period, commencing with the employee's scheduled shift day. The Association acknowledges that the City has elected to operate under the FLSA Section 7(k) Exception.
- 15.2 Overtime shall be computed to the nearest fifteen (15) minutes. Authorized Court, and call-back and mandatory attendance overtime shall be a minimum of four (4) hours.

Four (4) hours court call back overtime will apply to any required court appearance falling on a member's time off.

Four (4) hours call-back overtime will apply in unanticipated emergency situations requiring a member(s) to report to duty. (Refer to CBPD Policy #1038)

Four (4) hours call-back overtime will apply for mandatory attendance at training, briefings, meetings, etc. that are scheduled as such. All other training, briefings, meetings, etc., that are not scheduled as mandatory will be paid at one and one half (1.5) times the employee's regular rate of pay for the actual time worked.

- 15.3 Overtime shall be compensated on either a time-and-one-half basis or by the accrual of compensatory time at the rate of one and one-half (1.5) hours for each hour of overtime worked. Compensatory time may be earned in lieu of overtime pay at the option of the employee. Employees shall be responsible for planning, initiating requests for and using compensatory time. Compensation time off to be scheduled at the mutual convenience of the employee and the City.

Employees may accumulate maximum compensatory leave as follows:

- Beginning on July 1, 2015 the maximum accumulation of compensatory time will be one-hundred twenty hours (120) hours.
- On January 1, 2016 the maximum accumulation of compensatory time will be lowered to one-hundred and five (105) hours.
- On July 1, 2016 the maximum accumulation of compensatory time will be lowered to ninety (90) hours.
- On January 1, 2017 the maximum accumulation of compensatory time will be lowered to seventy-five (75) hours.
- On July 1, 2017 the maximum accumulation of compensatory time will be lowered to sixty (60) hours.

If the employee reaches ninety percent (90%) of the compensatory time maximum accumulation amount, the City may direct the employee to use the compensatory time as long as staffing levels allow without incurring the payment of overtime. Employees will be paid straight time for all hours in excess of the maximum accumulation amount.

- 15.4 In lieu of overtime or compensatory time the Chief or his designee, with the employee's consent, may reduce the hours worked on any one (1) or more of the five (5) shifts following the day on which the overtime is worked. For purposes of this Section, the parties elect a 28-day work cycle.
- 15.5 In lieu of overtime or compensatory time the Chief or his designee, with the employee's consent, may reduce the hours worked by dispatchers on any one (1) or more of the five (5) shifts before or following the day on which the overtime is worked.
- 15.6 Accrued but unused compensatory time off shall be paid in the same manner as vacation upon termination.
- 15.7 Employees who are working swing, graveyard or night shifts or who are within twelve (12) hours of the beginning or ending time of a scheduled shift shall not have to attend during off-duty hours non-Department training conducted on a City-wide basis.
- 15.8 All witness fees, mileage allowances, or other reimbursement and compensation, paid for appearance in legal proceedings shall be turned over to the Finance Department.
- 15.9 Employees may trade shifts; however shift trades cannot financially impact the City without prior approval from the Police Chief or his designee.

In lieu of an employee working for another employee as a result of a shift trade, the employee may agree to compensate another employee by transferring compensatory time from employee one to another as long as the receiving employee's compensatory accrual does not exceed the maximum level of 120 hours.

It is the employee's obligation to notify the Department's designated employee and the City Finance Department in writing of the transfer of compensatory time. Notification must be made within the pay period that the trade shift occurs, and that notification should accompany the employee's timecard.

- 15.10 When an officer performs police duties outside that officer's regular hours of work, if the officer is directed to work, call back or shift extension shall apply. If police duties are self-initiated, the officer shall be paid for hours worked as overtime unless the response occurs under emergency circumstances which require the response and which detain the officer for at least forty-five (45) minutes at the incident commander's request. In such an event, shift extension or call-back shall apply.

#### **ARTICLE 16. SHIFT CHANGE**

- 16.1 An employee will normally be given two (2) weeks advance notice of any change in the employee's regular hours of work, except where an emergency exists.

#### **ARTICLE 17. HOLIDAY COMPENSATION**

- 17.1 An employee shall receive eleven (11) days - ninety nine (99) hours - of compensation time off to be scheduled at the mutual convenience of the employee and the City. Such compensation shall accrue to employees at the rate of eight and one quarter (8.25) hours per month. Accumulated holiday leave hours will be part of the vacation accrual leave bank and subject to Article 18.2 maximum accumulation.
- 17.2 In addition, an employee shall receive his regular rate of pay, plus an additional one (1) hour's pay for each two (2) hours worked, or an equivalent additional time off - the choice of which is at the discretion of the City, if he is required to work on one of the following holidays:

New Year's Day (January 1st)  
Memorial Day (Last Monday in May)  
Fourth of July (July 4th)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

If an employee is not required, but rather volunteers to work an open patrol shift/shift extension or an open dispatch shift/shift extension on any of the above listed holidays, the employee shall receive two (2) times his/her regular rate of pay for hours actually worked on the holiday.

If an employee is not required, but rather volunteers to work a non-patrol duties (for example

special event duty, K-9 call out, grant overtime enforcement, etc.) on any of the above listed holidays, the employee shall receive one and one-half (1.5) times his/her regular rate of pay for hours actually worked on the holiday.

- 17.3 If an employee is ORDERED to work one of the above-listed holidays when the employee is originally scheduled to have that holiday off, that employee will be paid at two and one-half (2.5) times that employee's regular rate of pay for that day.

## **ARTICLE 18. VACATIONS**

- 18.1 Vacations shall accrue as follows:

<u>Years of Service</u>	<u>Annual Leave</u>	<u>Hours Per Month</u>
1 through 5	12 days	8 hours per month
6-10	15 days	10 hours per month
11-15	20 days	13.33 hours per month
16-24	22.5 days	15 hours per month
25+	25 days	16.67 hours per month

Vacation shall be credited monthly as earned vacation in accordance with the above schedule, except that vacation accrued during the first twelve (12) months shall not be credited as earned vacation until the employee completes twelve (12) months of continuous service.

- 18.2 Employees shall be responsible for planning, initiating requests for and using vacation credits within twelve (12) months after which they were earned, except that a maximum of two hundred eighty (280) hours of vacation/holiday time may be accumulated with the approval of the Chief of Police. Any accumulation in excess of two hundred eighty (280) hours shall not be forfeited due to the City's failure to grant vacation/holiday leave. If an employee has over two hundred eighty (280) hours of vacation/holiday leave time, the employee may be directed to take time off and reduce the accumulation to under two hundred eighty (280) hours.
- 18.3 Upon termination of an employee for any reason or in the event of his death, he shall be paid a lump sum payment for all earned but unused vacation credits, all earned but unused holiday credits and all earned but unused compensatory time off.
- 18.4 Part-time employees shall accrue prorated vacation on the basis of two thousand eighty (2080) annual hours of work.
- 18.5 If an employee has a prior approved vacation request and management makes an assignment or shift change that causes the employee to have a conflict with another employee's prior approved vacation request, management will accommodate the employee, unless the accommodation causes an undue hardship for the department. (Undue hardship as defined by FLSA.)

## ARTICLE 19. EMPLOYEE INSURANCE COVERAGE

- 19.1 The City agrees to provide vision and dental insurance coverage for employees and their dependents that is substantially similar on the whole to that presently in effect and medical insurance coverage that is substantially similar on the whole to the Regence High Deductible Health Plan with Health Savings Account (HDHP w/HSA2) unless another plan is mutually agreed upon. 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. The City will continue to pay 90% of the cost of the medical, vision and dental premiums and each employee will pay 10% of such premiums.
- 19.2 The City shall contribute 100% of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for a double or family) into eligible employee's HSA accounts for the employee's use for any eligible medical charges. The City shall contribute the full deductible amount on or about January 1<sup>st</sup> of each year during this agreement.

For CBPOA members who are not eligible for an HSA as deemed by IRS rules and regulations (for instance they are on Medicare or Medicare eligible and/or they are covered by another non HDHP insurance policy) and/or those employees who choose not to have an HSA, the City shall contribute 100% of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for a double or family) into a HRA VEBA.

The City will make the maximum contribution to HSAs allowable by IRS rules and regulation (currently \$6,150 per calendar year) to married employees who are both working for the City. The City shall contribute the remainder part of the two HDHP plan deductibles into HRA VEBA (difference currently being \$1850 per calendar year).

Contributions to HSAs for mid-year hires 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 (currently \$2,500 for a single and \$4,000 for a double or family) and deposit 1/12 of the employee's deductible in the employee's HSA 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 single to 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 single and the double and/or family deductible (difference currently \$1,500 per calendar year) into the effected employee's HSA.

If after receiving a calendar year's contribution into an HSA, an employee retires, resigns or is administratively separated prior to June 30<sup>th</sup> of that same year, the employee will be required to reimburse the City 1/12 of the contribution which was made to their HSA 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 contribution.

- 19.3 The City shall make available to employees an IRS 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 the health, vision and dental premiums, as permitted by law. The City shall make available to employees an IRS Section 125 plan, under the

terms of which an employee may elect and instruct the City to withhold on a pre-tax basis an employee's contribution to their HSA up to a limit set by IRS rules and regulations

- 19.4 For the duration of this Contract the City agrees to provide life and long-term disability coverage for employees that are substantially equivalent to that presently in effect. The City shall pay the full premium for such coverage. Increases in cost of health insurance shall be considered by the parties in negotiations and by an arbitrator in an analysis of total compensation.
- 19.5 The City shall pay to an injured worker the difference between what the employee receives from Workers' Compensation insurer and the employee's regular salary after taxes. This supplemental payment shall be made without cost or off-set suffered by the employee during the first ninety (90) days after the injury which accepted as an industrial accident. 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 compensatory time, vacation and sick leave, in that order, unless the employee elects otherwise in writing within ninety (90) days of the injury. Upon the 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.
- 19.6 If an employee is disabled from returning to work after one (1) month of disability or after the employee has exhausted the supplemental benefits as provided for in Section 19.5 of this Article, the employee is eligible for administrative separation subject to the employee's right to reappointment as provided by the 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 the employee is disabled to the extent that it is unlikely the employee will return to work, the employee may be administratively separated at any time and shall receive as a lump sum payment of accrued and unused vacation and sick leave as a supplemental disability payment.

## **ARTICLE 20. LIABILITY INSURANCE**

- 20.1 The City agrees to provide liability insurance, which includes self insurance, with the minimum level of insurance equal to the maximum level of liability as identified in ORS 30.270.

## **ARTICLE 21. SICK LEAVE**

- 21.1 Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Verification of illness by a doctor's certificate may be required by the Chief of Police.
- 21.2 An employee shall notify his/her supervisor of the need to utilize sick leave as soon as possible; normally before actual utilization.
- 21.3 Sick leave may be utilized in situations where an employee is unable to work because of personal injury or illness. Sick leave may also be utilized on a short-term basis for care and to arrange long-term care for a seriously ill member of the employee's immediate family. Immediate family is defined to include: spouse, children, mother, father, sister, brother and other dependents living in the employee's household.

21.4 Sick leave may be utilized by a working employee for illness related to childbirth. Sick leave is not available to employees on unpaid leaves of absence.

21.5 Unused sick leave shall not be compensated upon termination for any reason or in the case of the death of the employee, except as provided herein and for purposes of conversion to retirement benefits pursuant to PERS.

Upon retirement from the City of Coos Bay, an employee with ten or more years of service in the City of Coos Bay's police department shall be paid a percentage of their unused sick leave into a deferred compensation plan of the employees choosing, not to exceed the Federally mandated limits. The percentage shall be equal to the years of service by such employee with the City of Coos Bay's police department.

21.6 Part-time employees earn pro-rated sick leave, as well as other pro-rated benefits.

## **ARTICLE 22. COMPASSIONATE LEAVE**

22.1 In the event of death in the immediate family (husband, wife, parents, step parents, children, grandparents, step children, siblings, step siblings, in-laws, step grandparents), the employee shall be entitled to time off with pay to make funeral arrangements if necessary and to attend the funeral. A maximum of three (3) consecutive calendar days may be taken for deaths that occur within 250 miles of Coos Bay, Oregon and seven (7) consecutive calendar days from the date of commencement of the leave for deaths that occur more than 250 miles from Coos Bay, Oregon. Leave under this section is concurrent to bereavement leave benefits under the Oregon Family Leave Act (OFLA) which provides additional bereavement leave benefits in some circumstances.

## **ARTICLE 23. LEAVE WITHOUT PAY**

23.1 A regular employee may be granted a leave of absence without pay up to six (6) months when the work of the Department will not be seriously handicapped by his absence. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the Police Chief and the City Manager. All applicable paid leaves must normally be exhausted prior to approval of leave without pay.

## **ARTICLE 24. PARENTAL AND FAMILY LEAVE**

24.1 The City shall provide all employees with parental and family leave rights as provided by Oregon and Federal Law and administrative rules, the conditions of which must be met by the City and employees. The parties recognize that the law permits employees to elect use of all accrued leave.

## **ARTICLE 25. GRIEVANCE PROCEDURES**

25.1 To promote better relations, parties agree to settle any disputes as to the meaning or interpretation of this contract in the following manner:

Step 1 After first attempting to resolve the grievance informally, the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor outside the

bargaining unit within fifteen (15) days from the occurrence thereof, or of the employee's knowledge thereof and or when the employee should have reasonably known of the occurrence. The notice shall include:

1. The name and position of the employee or employees or party on whose behalf the grievance is brought.
2. The date of the circumstances giving rise to the grievance or the date of the employee's first knowledge thereof.
3. A clear and concise statement of the grievance, including the relevant facts.
4. Statement of alleged violation or violations, including reference to the specific provisions of the contract which are alleged to have been violated.
5. The remedy of relief sought by the employee.
6. Signature of the person submitting the grievance.

The supervisor shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 2 If, after ten (10) days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the Chief of Police. The Chief may meet with the aggrieved party, who may request Association representation at the hearing. The Chief shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 3 If, after ten (10) days from the date of submission of the grievance to the Chief, the grievance remains unadjusted, the grievance may be submitted within ten (10) days to the City Manager, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 4 Only if the Association is dissatisfied with the City Manager's response to the grievance, the matter may be referred to final and binding arbitration within ten (10) days of the City Manager's response. If the City and the Association are unable to agree upon an arbitrator, then they shall jointly request the State of Oregon Mediation and Conciliation Service to provide a list of the names of nine (9) arbitrators who are FMCS or AAA certified, the arbitrator to be selected by the method of alternative striking of names under which the first strike shall be determined by lot. The final name left on the list shall be the arbitrator. Nothing in this Section shall prohibit the parties from agreeing upon a permanent arbitrator, a permanent list, or an arbitrator for a particular case. The jurisdiction of the arbitrator shall be limited to the interpretation of the provision of the contract alleged to have been violated, the determination if a violation has occurred, and if appropriate the remedy. The arbitrator's decision shall be final and binding, but she/he shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement, shall be in writing, and shall be submitted within thirty (30) days from the date of the hearing.

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator, court reporter (if required by the arbitrator), and any required hearing room fee shall be paid by the losing party who shall be designated by the arbitrator.

## **ARTICLE 26. MILEAGE AND PER DIEM ALLOWANCE**

- 26.1 All reasonable travel expenses shall be reimbursed by the City. An employee who utilizes the employee's private vehicle for travel shall be reimbursed at the IRS rate for the mileage.

## **ARTICLE 27. LAYOFF**

- 27.1 Employees shall be laid off in the inverse order of their seniority in their classification. Date of hire is seniority date for full or part-time personnel, as long as employment is continuous, excluding lay-offs. Any employee who is to be laid off who had advanced to his or her present classification from a lower classification in which he or she held a permanent appointment shall be given bumping rights into a lower classification in the department based on seniority. The employee's seniority in the lower classification shall be established according to the date of the employee's permanent appointment to that classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the Department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within ten (10) days of notice of termination of layoff.

## **ARTICLE 28. PROBATIONARY PERIOD**

- 28.1 The probationary period shall be eighteen (18) months for all police officers and twelve (12) months for other employees. Prior to completion of the probationary period, employees may be discharged without cause and without appeal.

All promotions shall be subject to a six (6) month probationary period. Any employee failing to successfully complete his/her promotional probationary period shall be entitled to return to his/her former position. Employees on promotional probation may only be discharged or disciplined pursuant to Article 29, Discipline and Discharge. Removal from promotional status during the probationary period; however, shall not be subject to appeal.

## **ARTICLE 29. DISCIPLINE AND DISCHARGE**

- 29.1 Disciplinary action or measures for violation of rules and regulations as set forth in the departmental manuals and City personnel guide shall include, but not be limited to the following: oral reprimand, written reprimand, demotion, suspension, reduction of pay by one step, or discharge. If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. In the event of employee misconduct, the employee may be subject to discipline by his supervisor or the Police Chief.

Disciplinary action may be imposed upon a permanent employee for just cause. Any disciplinary action imposed upon an employee, except oral reprimand, may be processed as a grievance through the regular grievance procedure. Disciplinary actions shall be reasonably related to the facts of the incident.

It is agreed by both parties that informal disciplinary actions such as oral admonitions and warnings or written letters of warning, caution, or requirement, are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. Formal disciplinary actions such as written reprimands, suspension and discharges will be used for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of delinquency or misconduct.

At the written request of the affected employee, the letters cited in 1. below shall be removed from the personnel files maintained by the Department and the Employee Relations Division, subject to the time frame specified and the further conditions enumerated in Section 2:

1. Time frame for Removal of letters:
  - a. Letters of Reprimand - Two (2) years from date of issuance.
  - b. Disciplinary letters imposing other penalties excepting letters of demotion - Five (5) years from effective date of discipline.
2. Prior Letters in the Record - If any of the above-cited letters, hereinafter subsequent letters, are issued, and there are prior letter(s) in the personnel file, the time frame for removal of each such prior letter shall be extended by adding the time frame for the subsequent letter to the time frame for the prior letter; additionally, in no instance shall a subsequent letter be removed before a prior letter.
3. Letters, or copies of letters, imposing discipline, which have been removed from personnel files pursuant to this section, may not be introduced by either party in subsequent disciplinary proceedings.

### **ARTICLE 30. USE OF FORCE**

- 30.1 The parties recognize that it is critical for the Department to investigate instances regarding the use of force. A member who has been involved in the use of force has often been through a highly traumatic incident. In cases involving the use of force, for purposes of this contract, policies of the Coos Bay Police Department Policy #300, will be followed.

Officers involved in the use of force will be allowed all rights and privileges under the Weingarten and Garrity Rulings. Appropriate efforts will be taken to minimize the number of interviews required. The City shall allow involved officers' access to the Association representative in accordance with City policy and law. As soon as a supervising investigator develops reason to believe that the conduct of the employee was criminal or constitutes grounds for discipline, the employee shall be so advised. In such event, the employee may contact an Association representative in the face of discipline, or an attorney if criminal misconduct is alleged, and afforded such rights as are provided by law.

The City shall not modify its use of force policy during the life of this Agreement without notifying the Association and negotiating the mandatory aspects of the change, if any.

### **ARTICLE 31. SALARIES**

- 31.1 Effective July 1, 2015, or upon execution, whichever is later, the wage scale will be

increased by one percent (1%).

31.2 Effective July 1, 2016, the wages for all employees covered by this Agreement shall be increased by one percent (1%).

31.3 Effective July 1, 2017, the wages for all employees covered by this Agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of one half percent (1/2 %) and a maximum of three percent (3%).

#### 31.4 Education Incentive

The department supports and advocates for the value of an education and the continued education for every employee to enhance job performance and 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 – Two point five percent (2.5%) 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 incentives are limited to one Degree.

Degree Incentive Pay will be effective upon the date the degree is awarded and /or the equivalent college level course credits are earned.

##### 2. Continuing Education Incentive:

Employees may request compensation for the costs of college level course work relevant to their role in the organization. Reimbursement will be limited to \$1,500 per fiscal year per department employee. Those seeking tuition and instructional material costs reimbursement must make a request in writing to the Chief of Police for approval prior to the employee's enrollment of participation. 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

Pass/Fail Classes "P" = 70% tuition reimbursement

31.5 Step Advancement. Advancement of employees on the salary scale, shall be made to the

next higher pay step in the employee's classification effective the first day of the month following the completion of twelve (12) months of satisfactory performance in the current step.

The City shall implement a program to timely process step increase evaluations and personnel action forms reflecting step increases within 30 days prior to an employee's anniversary date of employment.

31.6 DPSSST Incentive. All employees shall be eligible for education and training incentive increments to be added to their current salary, subject to the following requirements:

1. Completion of probation (may be waived by City at its discretion);
2. Maintained for previous twelve months and continues to maintain a satisfactory performance evaluation (may be waived by City at its discretion);
3. Accrual of the necessary education and training points for each certificate as set forth by the Board of Public Safety, Standards and Training;

The employee is responsible for applying for and submitting certification requests to The Department of Public Safety Standards and Training (DPSST).

The amount of the incentive pay shall be:

1. Intermediate Certification by DPSST - Three and one-half percent (3.5 %) of the top step rate of Police Officer for Police Officers, Corporals and Sergeants holding DPSST Intermediate Certification. Three and one-half percent (3.5%) of the top step rate of Dispatcher for Dispatch staff holding DPSST Intermediate Certification.
2. Advanced or Supervisor Certification by DPSST - Six percent (6.0%) of the top step rate of Police Officer for Police Officers, Corporals and Sergeants holding DPSST Advanced or Supervisor Certification. Six percent (6.0%) of the top step rate of Dispatcher for Dispatch staff holding DPSST Advanced or Supervisor Certification.

DPSST Certification pays are not cumulative.

3. Bilingual in Spanish (certified bilingual through mutually approved testing process) - Five percent (5.0%) of base salary.

31.7 Employees promoted to a higher classification shall be placed on the step in that range which is next higher than their previous rate of pay.

31.8 The City shall make all PERS contribution, 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 6% contribution to Public Employees' Retirement System, the City agrees to immediately increase the employee's base pay by six percent (6%).

31.9 In addition to their base salary and certification, if applicable, all employees shall receive longevity pay based upon their years of continuous service with the Police Department following the last date of hire. Longevity pay shall be based upon the employee's base salary not including certification pay in accordance with the following schedule:

Longevity Incentive		
Years of Continuous Service	Police Clerical Specialist & Civilian Police	Certified Officers and Dispatchers
10 Years	2%	N/A
15 Years	4.5%	2.5%
20 Years	7%	5%
25 Years	9%	7%

31.10 Motorcycle Officer. An employee assigned to ride a motorcycle in the course of the employees duties shall receive five percent (5%) of base salary for the time spent at such an assignment.

Time spent on such assignment will be defined as follows:

1. Motor officers shall receive an additional 5% in incentive pay for each hour worked during special events (festivals, parades, overtime traffic enforcement, etc.) when assigned to work such an event as a motor officer.
2. When working regular patrol and when utilizing the Department's motorcycle for more than 50% of their 12 hour shift, the officer shall receive motor officer hazard/incentive pay for their entire shift.

31.11 Field Training Officers. Employees trained as and serving in the capacity (assigned the training of a probationary employee) of a FTO shall receive five percent (5%) premium for each full hour served in that capacity.

31.12 Investigations. Employees assigned to Investigations shall receive a five (5%) percent premium for time employee is assigned.

31.13 Non-probationary (new-hire) police officers and sergeants represented by the Coos Bay Police Officers' Association will be offered the opportunity to voluntarily participate in an annual physical fitness testing program for which incentive pay as set forth in this section is offered. The Oregon Physical Abilities Test (ORPAT) as prescribed by DPPST will be used to assess fitness levels. Incentive payment shall be \$ 1,000 per contract year for those who successfully pass the annual fitness testing and will be paid on the last payday in the month of November of each calendar year.

Testing shall be conducted under the supervision of the Police Chief or his/her designee. There shall be two testing processes held yearly. The first testing process shall occur at a scheduled time and place during the month of May; a second testing process will be held during the month of August. Officers and sergeants who were unable to be present at the first test and/or who wish to re-test may participate in the second testing session. Notice of the time and place will be posted on the Department bulletin board located in the Police Department Supervisor's area at least thirty (30) days prior to the scheduled test(s) dates. Those members of the bargaining unit who fail to appear for at least one of the testing processes shall be deemed to have waived the opportunity to participate in the testing for that contract year. Any member who elects not to take the ORPAT or who does not pass the ORPAT if the test is taken will not be subject to disciplinary action by virtue of nonparticipation or failure.

## **ARTICLE 32. WELLNESS PROGRAM**

- 32.1 The Coos Bay Police Department Wellness Program is designed to assist members in maintaining a healthy, productive life style. It is hoped that the program will produce better personal health in the individual members, with the possibility of extending the Life span.

The Wellness Program shall consist of the following:

1. Blood Screening and Urinalysis: All full-time members of the Police Department may participate in a blood screening and urinalysis program. Part-time non-sworn members may participate in all elements of the program approved by the Police Chief. Testing will be conducted annually, on or about the first of September.

2. It is the policy of the Coos Bay Police Department to require all members to be sufficiently fit to perform the essential functions of their positions in a safe, effective and efficient manner at all times. To aid members in a voluntary effort to remain physically fit, the City shall provide three (3) employee memberships at the Coastal Fitness Center, providing the Association pays for one (1) additional membership.

## **ARTICLE 33. DOG HANDLER COMPENSATION**

- 33.1 Dog handler canine training activities shall be conducted on-duty, unless otherwise approved by canine supervisor. Dog handlers accept and may resign from the position voluntarily.

Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees assigned to a canine shall receive a pay differential of five percent (5%) of their base salary while serving with the dog.

- 33.2 Dog handlers constitute a voluntary program assignment which is subject to shift scheduling based upon optimal utilization of the canine resource.

## **ARTICLE 34. CLOTHING**

- 34.1 The City shall pay a clothing allowance to all officers assigned to the Investigations Unit or other approved non-uniformed position. Receipts shall be required for clothing purchased. Allowances shall be paid according to the following schedule:

First Year of Assignment:	\$600
Each Subsequent Year of Assignment:	\$400

Allowances shall be paid on July 1 of the year in which they are earned.

- 34.2. The City shall continue to pay for the dry cleaning of one (1) uniform or one (1) outfit per week, unless the clothing is unusually dirtied in the line of duty, in which case it will also pay for the cleaning of that clothing.

- 34.3 The City shall compensate officers one time a year for purchase of appropriate footwear which will not exceed \$175 per year.

## **ARTICLE 35. USE OF ALCOHOL AND DRUGS**

### **35.1 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 reserve 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.

### **35.2 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 other 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.
- 35.3 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 29 – "Discipline"- of the contract.
- 35.4 REPORTS OF DRUG CONVICTION: Each employee must report facts and circumstances to the Chief of Police no later than five (5) days after conviction for violating any criminal drug statute.
- 35.5 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 Chief of Police 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.
- 35.6 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.

- 35.7 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 provider. 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 of the treatment program and the employee's participation by the Chief of Police.
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 of 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 Chief of Police to monitor treatment and program compliance directly with a health care provider.

- 35.8 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 the employee is drug or alcohol free at the time in question. If the results of a test are positive neither the Association nor the employee may challenge whether reasonable suspicion existed.

35.9 TESTING PROCEDURE:

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 Chief of Police, or in the Chief's absence, the Captain 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.
3. 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 tests 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 substances(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) 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. NOTIFICATION: 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.

35.10 CONSEQUENCE 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.

35.11 CONSEQUENCE 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.

35.12 EMPLOYEE RIGHTS:

1. The employee shall have the right to an Association 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 Association 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 Section 35.13, the employee shall be notified, and shall be afforded an opportunity to be present, with an Association representative, if possible, without unreasonable 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.

35.13 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 Chief of Police or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

35.14 **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 Chief of Police to obtain guidance on action to be taken.

35.15 **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. A blood alcohol content of .02% constitutes under the influence while on duty.
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 do 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.
  - A. *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 36. TAKE HOME VEHICLES**

36.1 Except as required for operational needs of the Police Department, officers assigned to patrol may take a marked Department patrol vehicle home a distance of up to ten (10) road miles from City Hall.

**ARTICLE 37. PSYCHOLOGICAL TESTING**

37.1 **STATEMENT OF PURPOSE:** The purpose of this Article is to balance the interest of the employer in obtaining a psychological or psychiatric evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted:

- A. Only when appropriate;
- B. Using validated methodology;
- C. In as least an intrusive manner as possible, and

D. In a manner as to protect the employee's right of privacy.

- 37.2 CONDITIONS UNDER WHICH TESTING WILL TAKE PLACE: No test will take place without there being reasonable suspicion to believe that an employee is psychologically unfit to perform the job. When the Employer has reasonable suspicion that an employee is psychologically unfit for duty, the Employer will bring those facts to the attention of a psychologist or a psychiatrist. The doctor shall be chosen from a list of persons who have been previously agreed to by the Employer and the Association. The Employer will inform the Association of the information it has which forms the basis for its reasonable suspicion and give the Association Representative a chance to discuss this issue with the doctor.

Only if the doctor believes there is reasonable suspicion that the employee is unfit for duty will the testing of the employee take place.

- 37.3 ADMINISTRATION OF TESTING: The tests which are given by the doctor must have been validated as establishing an employee's fitness for duty. All tests will comply with the Americans With Disability Act. The Employer will not ask the employee to sign any waiver of liability against the person conducting the psychological evaluation.

The employee will cooperate in good faith with the examining doctor, and will provide the doctor with any medical history determined to be relevant by the doctor. The doctor will not provide the medical history information to the Employer.

- 37.4 RESULTS OF THE TEST: The doctor will report to the Employer, the employee, and to the Association. The only information which the doctor may release is whether the employee is fit or unfit for duty or whether the employee requires modified work conditions. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will indicate what modifications are necessary and the extent or duration projected of the modification. The doctor will keep all data that has been made available to him confidential and not release it to any of the parties, except the employee. If the Association believes that the conclusions of the doctor are in error, it has the right to obtain an additional examination at its own expense and to have access to all information which was utilized by the Employer's examining doctor.

The Employer will ensure that the examining doctor is available to answer questions by the doctor who performs the independent examination.

If, after having obtained the independent examination, the Association wishes to challenge the assessment of the employee's fitness for duty, the employee shall suffer no reduction in pay or benefits until the issue of fitness for duty is ultimately resolved by an arbitrator through the grievance procedure. If necessary, the employer may place the employee on administrative leave or light duty until the issue is arbitrated.

## **ARTICLE 38. RESIDENCY**

- 38.1 All full-time Police Department employees will reside within thirty-five (35) road miles of City Hall.

## **ARTICLE 39. SAVINGS CLAUSE**

- 39.1 Should any section or portion of this contract be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portions thereof, directly specified in the decision, upon the issuance of a final decision the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

Certain provisions in this Agreement have been made as a result of the parties understanding about the Federal Fair Labor Standards Act (FLSA) and Federal Regulations. If the FLSA or the Regulations are modified, or interpreted by case decisions in a manner which render any provision of this agreement invalid, renegotiation of the provision will be required, at the request of any of the parties. The parties have relied in good faith on their understandings of the FLSA, interpretive bulletins and cases, and have concluded that all terms and conditions of this Agreement affecting wages are in compliance with the FLSA.

## **ARTICLE 40. EFFECTIVE DATE AND TERMINATION**

- 40.1 40.1. This contract shall be effective as of July 1, 2015, or upon execution, whichever is later, and shall remain in full force and effect until June 30, 2018.
- 40.2 No later than November 1, 2017 the parties shall reopen negotiations for a successor agreement. This contract shall remain in full force and effect during the period of negotiations.

CITY OF COOS BAY

CBPOA

BY: \_\_\_\_\_  
Rodger Craddock,  
City Manager, City of Coos Bay

BY: \_\_\_\_\_  
Ty Meier, President  
C.B.P.O.A.