

**CITY OF COOS BAY CITY COUNCIL**  
**Agenda Staff Report**

<b>MEETING DATE</b> March 21, 2017	<b>AGENDA ITEM NUMBER</b>
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TO: Mayor Benetti and City Councilors

FROM: Rodger Craddock, City Manager

ISSUE: Approval of Collective Bargaining Agreement with Coos Chapter, IAFF Local #2935

**SUMMARY:**

The labor contract between the City and the Coos Chapter International Association of Fire Fighters (IAFF) local #2935 is slated to expire on June 30, 2017. The City's bargaining team along with IAFF's bargaining team recently negotiated a successor three-year Collective Bargaining Agreement (CBA). The proposed FY2017-2020 CBA has been ratified by the members of IAFF local #2935 and now needs approval of the City Council.

**ACTION REQUESTED:**

Approve the FY2017-2020 Collective Bargaining Agreement with Coos Chapter IAFF Local #2935.

**BACKGROUND:**

The majority of the City's workforce are represented by three separate unions: Coos Bay Police Officers' Association (CBPOA); American Federation of State, County and Municipal Employees (AFSCME); and the International Association of Fire Fighter (IAFF). The City has collective bargaining agreements (CBAs) with each of the unions, and each of those agreements are for three-year periods which expire on alternating years. The CBA between the City and IAFF is scheduled to expire on June 30, 2017. IAFF represents the non-management employees in the Coos Bay Fire Department which includes three Fire Lieutenants and twelve Fire Firefighters.

In November / December 2016, the City had a public-sector labor attorney from the Local Government Personnel Institute (LGPI) review our current CBA with IAFF which resulted in a number of suggested non-economic language changes which were aimed at clarity and ease of administration of the CBA. In December 2016, Chief Anderson, Battalion Chief Crutchfield, and I met with IAFF's bargaining team and began negotiating towards a successor three-year agreement. That negotiating session along with a couple of additional sessions resulted in obtaining a number of tentatively agreed upon changes, both economic and non-economic, to the existing CBA. Those agreements are contingent upon approval of the City Council and ratification by the local IAFF union members. I am happy to report that the proposed successor agreement has been ratified by the union.

Attached is a copy of the proposed contract in its entirety. The following is a summary of economic related tentative agreements:

**Salaries:** Under the proposed contract, bargaining unit members will receive the following

increases in salary:

FYE 2018 – No increase

FYE 2019 – 1% cost of living adjustment (COLA)

FYE 2020 – 1.5% COLA

**Compensation for Working Out of Classification (Acting in Capacity):** Under the current CBA when a union member assumes temporary duties of a higher classification (Lieutenant and or Battalion Chief) for 6 or more hours, they are compensated at a higher rate of pay. Under the proposed contract, union members acting in capacity of a higher classification will be compensated at the higher rate for each full hour while working in the higher capacity.

**Certification Pay:** Under the current CBA union members who have an EMT Intermediate certification are compensated 4% in addition to their based rate of pay. Under the proposed contract, union members who already have their EMT intermediate certification will continue to be compensated at 4% in addition to their based rate of pay, but those receiving their EMT I or equivalent certification after July 1, 2017 will only receive 2% in addition to their base rate of pay. Those union members who have or obtain their paramedic certification after July 1, 2019 will be entitled to 6% in addition to their base rate of pay. (It should be noted that the EMT I in the Paramedic are not cumulative. A person that has both the EMT I in the Paramedic certification will only receive the incentive pay for the Paramedic certification).

**Station Transfers:** Under the current CBA union members were compensated with overtime when a member was required to transfer between fire stations when covering for another member who was away from work due to vacation, sick time, and/or attending training. The overtime was limited to the period of time that the employee who had to come in early to move their assigned equipment and bedding from one station to the other. Under the proposed contract, station transfer compensation will be eliminated.

The limited and reasonable economic changes to the proposed contract were made possible through the inclusion of desired changes to the shift schedule in the proposed successor agreement. Under the current CBA union members work what is known as the 24/48 shift schedule under which the employee works a 24-hour shift which is followed by 48 hour off-duty. The 24/48 shift schedule has been utilized by a majority of fire departments across the United States. While that is the case, there has been a trend where a number of fire departments have switched to a 48/96 shift schedule under which the employee works a 48-hour shift followed by 96 hours off. While the yearly number of hours worked are identical under both shift schedules, the latter allows more continuous time off periods for the employees and their families. Under the proposed contract, union members will switch to the 48/96 work schedule. It should be noted that the same schedule is currently being utilized by the North Bend Fire Department.

#### **BUDGET IMPLICATIONS:**

The additional cost impact of all economic based changes in the proposed successor agreement across the department for the three-year contract period is anticipated to be \$71,729.00. The additional cost represents about a 1% change annually over the current year's personnel services budget for the Fire Department.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF COOS BAY, OREGON**

**AND**

**COOS CHAPTER, IAFF LOCAL #2935**

**July 1, 2017 through June 30, 2020**

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## **ARTICLE 1 - PREAMBLE**

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

## **ARTICLE 2 - RECOGNITION**

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

## **ARTICLE 3 - PRESENT PRACTICES**

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

## **ARTICLE 4 - SALARIES**

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

Effective July 1, 2018, the wages for all bargaining unit employees shall be increased by one percent (1%);

Effective July 1, 2019, the wages for all bargaining unit employees shall be increased by one and one half percent (1.5%);

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

- B) The City shall make all PERS contributions, including a pick-up of the employee's contribution. In the event of the passage on any law, or court order that bars the City from making the employee's contribution to Public Employee's Retirement System, the City agrees to immediately increase the employee's base pay by six percent (6%).

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

#### **ARTICLE 5 – OVERTIME**

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

#### **ARTICLE 6 – ACTING IN CAPACITY**

When a Firefighter/Engineer is required to assume the duties of a Lieutenant, for a period of at least one (1) hour, he/she shall receive compensation equal to an additional 5% of the Firefighter/Engineer's base salary. If a Firefighter/Engineer or a Lieutenant is required to assume the duties of a Battalion Chief, for a period of at least one (1) hour, he/she shall receive compensation equal to an additional 10% (for a total of 15% for a Firefighter/Engineer) of the employees base salary. To be eligible to assume the duties of a Lieutenant the employee must possess a Fire Officer I certification.

## ARTICLE 7 – CERTIFICATION

- A) All employees covered by this Agreement must obtain the following certifications or licenses within one year of date of hire:

EMT  
Haz Mat First Responder – Operations  
NFPA FF 1  
NFPA FF 2  
NFPA Pumper Operator

- B) Premium Pay for Certifications:

EMT Intermediate/AEMT	4% (Employees hired prior to 7/1/17)
	2% (Employees hired after 7/1/17)
Paramedic	6% Effective 7/1/19
Fire Officer 1	1%
Fire Officer 2	2%
Bachelors Degree*	5%
Associates Degree*	3%

Premium pay is effective from the first day of the month following written confirmation of certification from DPSST or written verification of the license from the State of Oregon or National Registry.

- C) Degree Incentive:

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

Bachelors Degree or the equivalent of college level course credit (120 semester credit hours or 180 quarter credit hours) from an accredited college or university – five percent (5.0%) of a non-probationary employee’s current base salary, not including certification or other incentive(s) pay.

Degree Incentive Pay will be effective from the first day of the month following the employee providing documentation that the degree was awarded and /or the equivalent college level course credits were earned. Degree Incentive pay is not cumulative, such that an employee who has both an Associates Degree and a Bachelors Degree shall only receive the Bachelors Degree incentive.

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

### **ARTICLE 8 – VACATION/HOLIDAYS**

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

#### Accrual Schedule – 56 Hour

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

#### Accrual Schedule – 40 Hour

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

- B) Time off in lieu of holidays: Fire suppression personnel shall accrue six (6) twenty-four (24) hour shifts per year as time off in lieu of holidays. This time off shall accrue at the rate of twelve (12) hours per full month of service completed.
- C) Subject to more favorable provisions of state and federal family and medical leave laws, vacation/holidays may be taken in increments of not less than two (2) hours. When taking vacation/holidays in less than twenty four (24) hour increments the following rules will apply:
- 1) The affected shift is fully-staffed at the time of scheduling.
  - 2) The leave time shall not be scheduled earlier than the employee's previous regular duty shift.
  - 3) A maximum of one block of consecutive leave time may be taken per shift.
  - 4) Employees are limited to twelve (12) consecutive hours of leave per shift when taking vacation/holiday in less than twenty-four (24) hour periods.



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

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

#### **ARTICLE 9 – SICK LEAVE**

- A) Fire suppression personnel assigned to forty eight (48) hours on, ninety six (96) hours off schedule shall accrue sick leave at the rate of fifteen (15) hours per month of completed service. An employee assigned to a forty (40) hour schedule shall accrue sick leave at the rate of ten and one-half (10.5) hours per month of completed service. Accrual shall not exceed one thousand six hundred hours (1,600) hours. Sick leave shall be deducted at the rate of twenty-four (24) hours for each full shift that the employee is absent.
- B) Sick leave may be utilized for personal the reasons set forth in Appendix B to the Agreement.
- C) Written verification of illness by a may be required after the use of Sick Leave for three (3) consecutive shifts if the employee is still unable to return to work. The City may require at any time a physician's release stating that the employee may return to his normal duties without risk of aggravating the illness or injury.
- D) If the City suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick leave, regardless of whether the employee has used sick time for more than three consecutive shifts. As used in this paragraph, "pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays.
- E) If allowed by law, unused sick leave shall not be compensated, except for purposes of conversion to retirement benefits pursuant to PERS and except as allowed by paragraph (G).

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

#### **ARTICLE 10 – BEREAVEMENT LEAVE**

In the event of the death of a family member, the Fire Chief will grant time off with pay to make funeral arrangements if necessary, and to attend the funeral. A maximum of two (2) shifts will be granted off for each occurrence. At the employees request additional leave may be granted and deducted from the employee's sick leave accrual. Family member means the spouse or domestic partner of an employee, a biological, adoptive or foster parent or child of the employee, a step-child, grandparent or grandchild of the employee, a brother, sister or parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.

#### **ARTICLE 11 – VACATION/SICK LEAVE CONVERSION**

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

#### **ARTICLE 12 – MEDICAL/DENTAL INSURANCE**

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

- B) For the duration of this contract, the City agrees to provide medical insurance for employees and their dependents that is equal on the whole to the Blue Cross Blue Shield High Deductible Health Plan (HDHP) offered by CIS, a plan with a \$2,500/\$4,000 (single/family) deductible, with a HSA plan. The City shall pay 100% of the deductible for this plan into an HSA or HRA, whichever the employee is eligible for based on IRS and ACA regulations. The City will make the maximum contribution pay into the employees HSA or HRA as part of the monthly payroll process by the 4<sup>th</sup> of January of each calendar year for employees who have completed their probation.

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

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

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

- C) The City shall pay 90% of the premium for medical, dental and vision insurance, and each employee will pay 10% of such premiums.
- D) The City shall make available to employees an IRC Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis the employee's contribution to health and dental premiums, as permitted or limited by law. The plan shall provide for calendar year accounting and for revision of employee elections when annual premium revisions occur.
- E) For the duration of this contract the City agrees to provide life and long-term disability coverage for employees that is substantially equivalent to that presently in effect. The life and long-term employer paid disability coverage is limited to employees only (dependents are not insured).

## **ARTICLE 13 – WORKERS’ COMPENSATION**

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

## **ARTICLE 14 – WORK SCHEDULE**

- A) The normal work schedule for fire suppression personnel shall consist of two (2) twenty-four (24) hour shifts (48 hour tour) followed by ninety-six (96) hours off. This 48/96 hour schedule shall not be changed by the City without first negotiating with the Union. The term of this agreement shall represent a three-year trial period for the 48/96 hour schedule during which either party may request to meet and confer should they have concerns about the 48/96 hour schedule having a significantly negative impact on either the employees or the service that is provided to the citizens. The intent of such a meeting will be to strive to find a mutually agreeable solution(s) for the expressed concerns. Should management determine that the 48/96 hour schedule is negatively affecting the department’s ability to safely meet its primary mission in an effective and economically efficient manner, then the right is reserved by management to revert back to the 24/48 hour schedule. Should either party to this agreement choose to discontinue the 48/96 hour schedule into the next collective bargaining agreement, the parties mutually agree that the department will revert back to the 24/48 hour schedule.

If at any point within the duration of this contract (2017-2020) the schedule is changed back to the 24/48 hour schedule both parties agree to revert back to contract language from the 14/17 CBA for Articles 14 and 29.

- B) The City may assign a forty (40) hour work week to probationary Firefighter/Engineers, employees on light duty, or non-probationary employees on special department assignments. All other employees shall, on average, work a fifty-six (56) hour work week. Employees will be given two (2) weeks advance notice of any special department assignment, unless waived by the employee. Special department assignments will be limited to 30 days in a calendar year.
- C) The Union shall post at each fire station a list of FLSA periods based on the current work schedule.
- D) Employees working the 48/96 work schedule shall not work more than seventy-two (72) consecutive hours without management approval, or due to emergency needs of the City in regards to staffing, or a significant event that impacts the department. Unless otherwise authorized, employees that have worked seventy-two (72) consecutive hours must have a minimum of twelve (12) hours off duty before returning to duty.

#### **ARTICLE 15 – UNION SECURITY**

- A) Dues: The City agrees to deduct and forward Union dues from the pay of all employees who are members of the bargaining unit. The amount to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of those dues shall be remitted, together with an itemized statement, to the Treasurer of the Union by the tenth (10<sup>th</sup>) day of the succeeding month, after such deductions are made. The City shall also deduct from wages and transmit to the Union monthly the fair share payments (equal to the dues payments) of those employees that do not authorize the deduction of dues, or that do not join the Union.
- B) Fair Share: All employees covered by this Contract shall, within thirty (30) days following their date of hire either (1) become a member of the Union, or (2) have his or her fair share of the cost of negotiating and administering the labor agreement deducted monthly from his or her pay in an amount that shall be certified to the City by the Union. Provided, however, no employee shall be required to pay Fair Share if the employee's refusal is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. Such employee shall pay an amount of money equal to regular dues to a non-religious charity or charitable organization mutually agreed upon by the employee and the Union. The employee must furnish written proof of payment to the Union and the City on a quarterly basis.

- C) Indemnities: The Union shall indemnify and hold the City harmless against any and all claims, damages, suits or other actions alleging City liability which may arise out of any action taken by the City for the purpose of complying with the provisions of this Article.

#### **ARTICLE 16 – SENIORITY**

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

#### **ARTICLE 17 – PROBATIONARY STATUS**

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

## ARTICLE 18 – GRIEVANCE PROCEDURE

- A) Purpose: It is the desire of the City and Union to adjust grievances and both are expected to first make every effort to informally resolve problems as they arise.
- B) Definition: A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular provision of this Agreement or regarding an alleged violation of this Agreement.
- C) Procedure: All grievances will be submitted to the Union's grievance committee. If the committee finds the grievance to be valid, they will proceed according to the following grievance procedure:
  - 1) All grievances shall be reduced to writing within fourteen (14) calendar days after the occurrence or knowledge of the action which caused the grievance and filed with the Chief. The written grievance shall contain a statement of the relevant facts, dates, suggested remedial action and the article of this Agreement to which the grievance relates. The Chief shall respond to the grievance within ten (10) calendar days after having received it.
  - 2) If the Union is still dissatisfied with the response of the Chief, they shall submit the grievance to the City Manager within ten (10) calendar days following its receipt. The City Manager shall have ten (10) calendar days to hold a hearing on the grievance and to render a decision.
  - 3) If the Union is still dissatisfied with the outcome, the Union shall then notify the City Manager to request grievance arbitration as the final step to resolution. Written correspondence to the Oregon Employment Relations Board signed by either the City Manager and/or the Union representative shall briefly state the matter in dispute and request that a list of seven (7) Oregon or Washington arbitrators be sent. Within ten (10) calendar days from receipt of said list the parties shall either select a mutually acceptable arbitrator, or take turns striking arbitrators until one remains. (A flip of the coin shall determine which party gets the first strike) The arbitrator shall make an order that the arbitrator's fee and expenses and the other reasonable expenses incurred through such arbitration be paid by the non-prevailing party.
- D) If the City fails to respond non-prevailing within the deadlines agreed to above at any step, the grievance shall automatically proceed to the next step. If the Union fails to initiate a grievance or to advance a timely filed grievance to the next step as agreed to above, the matter shall be considered resolved or the grievance withdrawn.

## **ARTICLE 19 – EMPLOYEE CORRECTIVE ACTION AND DISCIPLINE**

### A) Corrective Actions:

- 1) Corrective actions are taken to correct and improve an employee's job performance and do not affect his current pay, current status, or seniority. Except for the procedural rights stated in subsection D.1. and D.2. corrective actions are not grievable.
- 2) Corrective actions may include coachings, written warnings and reprimands.
- 3) Written corrective actions shall be clearly designated as such.

### B) Disciplinary Actions:

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

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

### D) Corrective or Disciplinary Action Procedure:

- 1) Prior to initiating a corrective or disciplinary action, the employee shall have the opportunity to discuss the matter including the sanctions being considered and to refute the charges or present mitigating evidence.
- 2) If a corrective action is to be initiated, the employee shall be advised in writing of his error or failure, the corrective actions he should take, and the consequences he may face if he fails to follow corrective instructions, along with notifications that a copy will be placed in the employee's personnel file.
- 3) Discipline will be imposed only for just cause. If a disciplinary action is to be imposed, an investigation by the Chief or the Battalion Chief shall be completed within thirty (30) days of the act or the Chief's or the Battalion



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

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

### **ARTICLE 20 – OUTSIDE EMPLOYMENT**

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

### **ARTICLE 21 – PROMOTIONAL INFORMATION**

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

## **ARTICLE 22 – LAYOFFS**

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

## **ARTICLE 23 – MANAGEMENT RIGHTS**

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

## **ARTICLE 24 – PHYSICAL FITNESS INCENTIVE**

- A. Bargaining unit employees shall be offered the opportunity to voluntarily participate in an annual physical fitness incentive program. In order to qualify for the incentive, personnel must successfully pass the Coos Bay Individual Physical Ability Test (CBIPAT) adopted by the Coos Bay Fire Department and have completed and documented a minimum of 48 hours of exercise annually. For convenience, a copy of the Fire Department's Standard Operating Guideline No. 2-1.23 describing the CBIPAT and the rules governing it and the payment of the incentive appears as "Appendix C". The City and Union agrees to form a committee, comprised of three (3) management representatives and three (3) union representatives, whose sole purpose is to evaluate and amend the respective SOG as needed. The respective SOG can be amended by a majority vote by the members of the committee.
- B. The amount of incentive shall be \$1,000 per year for those who successfully meet the program requirements. The incentive will be paid on November 30<sup>th</sup> of each calendar year in which the employee successfully passes the tests and meets the incentive requirements. Testing shall be conducted in accordance with department Standard Operating Guideline 2-1.23 (see Appendix C).

- C. For employees hired mid-year, the department will prorate both the required minimum amount of exercise hours and the incentive payment. The minimum required exercise hours shall be calculated at a rate of 4 hours per month of employment. The incentive will be calculated at the rate of \$83.33 per month of employment. Successful completion of the CBIPAT at one of the scheduled test dates is required to receive the incentive.
- D. Employees that leave employment mid-year due to retirement or resignation in good standing may be eligible for proportional amount of incentive. The department will prorate both the required minimum amount of exercise hours and the incentive payment for those members who have met the program requirements. The minimum required exercise hours shall be calculated at a rate of 4 hours per full month of employment. The incentive will be calculated at the rate of \$83.33 per full month of employment. Successful completion of the CBIPAT at one of the scheduled test dates is required to receive the incentive. Employees that are terminated or resign in-lieu-of termination forfeit incentive eligibility.

#### **ARTICLE 25 – UNION LEAVE**

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

#### **ARTICLE 26 – UNIFORMS**

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

## **ARTICLE 27 – REIMBURSEMENT FOR DAMAGED PROPERTY**

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

## **ARTICLE 28 – TRADE TIME**

Employees assigned to a fifty-six (56) hour schedule will be granted shift trade in accordance with these provisions:

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

- E) The individual working the trade day shall be responsible for insuring that he is present for duty. If he is sick, the sick leave will be charged to him, or if he is unable report for duty, it will be his responsibility to arrange for coverage.

### **ARTICLE 29 - RESIDENCY**

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

### **ARTICLE 30 – HAZARDOUS MATERIAL TEAM**

- A) Members of the hazardous materials team shall receive additional compensation of one and one half percent (1.5%) based upon their base rate of pay. Membership in the Hazardous material team require attending the minimum hours of mandatory training per year as required by OSHA and attending two-thirds (2/3) of the regularly scheduled team trainings.
- B) The City shall reimburse all bargaining unit members who are members of the Hazardous Materials team the actual cost of privately paid life insurance, up to One Hundred Fifty Dollars (\$150) annually. This payment shall be made after submission of a receipt to the City for reimbursement.
- C) Any State-approved hazardous materials response, in or out of district, shall result in a compensation rate of two and one half times the employee’s base rate of pay per hour for those employees (both on-duty and off-duty) engaged in the response.

### **ARTICLE 31 – TRAINING**

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

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

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

## ARTICLE 32 – USE OF ALCOHOL AND DRUGS

### A) Statement of Concerns:

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

### B) Policy: The parties recognize:

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

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

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

- 5) The alcohol and drug program includes both voluntary and mandatory testing.
  - 6) Employees may obtain counseling and rehabilitation through the EAP.
  - 7) Laboratory tests relied upon shall be highly accurate and reliable.
  - 8) Positive test results may only be disclosed to the employee, the appropriate EAP administrator, the appropriate management officials necessary to process an administrative or personnel action, or a court of law or administrative tribunal in any adverse personnel action. Disclosure to any person or for any other purpose is governed by Subparagraph 9, below.
  - 9) All medical and rehabilitation records in an EAP will be deemed confidential patient records and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by Federal law implemented at 42 CFR Part 2.
- C) Permitted Use: If an employee is prescribed a medication or other substance by a health care professional, the employee shall determine from the health care professional whether the use of such medication or substance can impair the employee's job performance. If the medication or substance can impair the employee's job performance, the employee shall obtain from the health care provider written authorization to work while using the drug or substance, and provide such authorization to the employee's supervisor. Such authorization need not identify either the medication/substance or the medical condition for which the medication/substance is being prescribed. An employee who is unable to perform the employee's job duties shall contact a supervisor and attempt to find an appropriate alternative assignment. If none is available, the employee should take sick leave or other steps consistent with the advice of a health care professional. If an employee reports to work under the influence of a medically authorized medication/substance against a health care professional's advice and endangers self or others, the employee may be disciplined. Failure to report the use of medically authorized drugs or other substances which is/are labeled with cautionary warnings of side effects which would impair the employee's job performance or failure to provide evidence of the medical authorization referenced herein, can result in disciplinary action in accordance with article 19 – "Discipline"- of the contract.
- D) Reports of Drug Conviction: Each employee must report facts and circumstances to the Fire Chief no later than five (5) calendar days after conviction for violating any criminal drug statute.

- E) Employee Education: The City will afford employees an opportunity to deal with drug and alcohol related problems. The Coos County Health Department, the EAP Administrator and the Fire Chief maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the City periodically. Any City employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.
  
- F) Employee Assistance: Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Coos County Health Department or an EAP Administrator will assist employees who wish to identify and select an appropriate treatment program.
  
- G) Discipline Related to Abuse: An employee found to use illegal drugs may be subject to discharge. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be directed to consult with the Coos County Health Department Administrator, an EAP or other health care providers. Such an employee may be required to participate in a drug or alcohol treatment program as a condition of continued employment.

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

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

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

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



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

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

I) Testing Procedures:

1) Authorization to Test: Before a supervisor, acting on behalf of the City under this article, may require an employee to consent and submit to any test, the supervisor must first obtain concurrence from the Fire Chief, or in the Chief's absence, the Battalion Chief or the City Manager, that the information available to the City about the employee is sufficient 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 substance(s) present in the body.
- 6) Employee Requested Test: At the time of collection, the employee may elect for the sample to be divided in two parts, each to be separately sealed, labeled and secured under refrigeration. One will be sent to the lab. The second sample will be stored for thirty (30) calendar days after the test results are received, unless sent in accordance with the employee's instruction to a lab designated by the employee.
- 7) Chain of Custody of Evidence: The procedures to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy.
- 8) Notifications: The employee shall be notified of the results of all tests conducted pursuant to this policy. Employees who test positive shall be afforded an opportunity to provide medical or other information that may explain the positive test result. If a question exists, the available information will be reviewed by a licensed physician with training in forensic drug testing upon request. The employee shall be provided with a copy of all records and reports received by the City.
- J) Consequences of Refusal to Submit to Testing: An employee who refuses to submit to discovery testing for alcohol and drugs will be subject to suspension or discharge, or both. Alleged lack of reasonable suspicion is not grounds to refuse

to submit to a test; however, it is reason to challenge discipline if discipline is imposed based on the test result alone.

K) Consequences of a Positive Test: An employee who is found to be under the influence of or impaired by alcohol or illegal drugs as a result of a test requested by the City based upon reasonable suspicion may be subject to disciplinary action including suspension or termination.

L) Employee Rights:

1) The employee shall have the right to a Union representative up to and including the time the sample is given. The absence of a representative shall not be grounds for an employee to refuse to consent; however, this provision shall not cause delay in testing.

2) If the results of the laboratory testing procedures are negative, the employee will be provided with a copy of the results and all documentation on the testing will be sealed. All test results will be kept confidential by the City.

3) Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process and the chain of custody of the specimen.

4) If the results of the test are negative, the employee shall have the right to grieve the City's action on the basis that reasonable suspicion did not exist. If the results of the test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

5) In the event the City elects to search based on reasonable suspicion as authorized by paragraph M, the employee shall be notified, and shall be afforded an opportunity to be present, with a Union representative, if possible, without reasonable delay and without risk of loss of evidence. This paragraph shall not be construed to prevent the City from searching office spaces for City property, reports, or information in the course of business.

M) Searches: Employees have no expectation to be free from search of a locker, desk, City vehicle or contents of other similar City controlled spaces. A search for contraband within personally controlled spaces on City property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable suspicion or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the work place, or based upon legitimate concerns for the possession of other unauthorized materials this Article

constitutes formal notice of the City's ability to search premises, persons and secured spaces, including vehicles parked on City property, based upon reasonable grounds or consent. Searches shall be approved by the Fire Chief or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

N) Refusal: Failure to appear for testing without a deferral will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. If an individual fails to appear at the collection site at the assigned time, the collector shall contact the Fire Chief to obtain guidance on action to be taken.

O) Definitions:

- 1) REASONABLE SUSPICION has the meaning established by Oregon law.
- 2) UNDER THE INFLUENCE is defined as any detectable level of drugs (in excess of trace amounts attributable to secondary exposure) in an employee's blood or urine or any noticeable or perceptible impairment of the employee's mental or physical faculties.
- 3) CONTROLLED SUBSTANCES are defined as all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, and other controlled substances of which the sale, purchase, transfer, use or possession is prohibited or restricted by The Federal Controlled Substances Act. Illegal or controlled substances means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term illegal drugs does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.
- 4) OVER THE COUNTER DRUGS are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.
- 5) PRESCRIPTION DRUGS are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

### **ARTICLE 33 – SAVINGS CLAUSE**

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

### **ARTICLE 34 - MILITARY LEAVE**

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

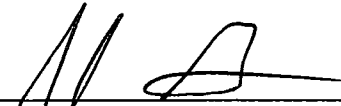
**ARTICLE 35 – DURATION**

Except as specifically noted in other provisions of this Agreement, this Agreement shall be effective as of its date of execution and shall remain in full force and effect until June 30, 2020. This agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing no later than October 15<sup>th</sup> of the fiscal year of expiration that it wishes to modify this Agreement for any reason. The party requesting modification will list those items to be modified and negotiations will be limited to those items so listed.

CITY OF COOS BAY

COOS BAY CHAPTER  
IAFF LOCAL 2935

By: \_\_\_\_\_  
RODGER CRADDOCK  
City Manager

By:  \_\_\_\_\_  
JASON GUENTHER  
President

Date: \_\_\_\_\_

Date: 3/8/17

**Appendix A**

**Salary Schedule**

**IAFF - Salary Chart 07/01/2017**

	I	II	III	IV	V	VI
<b>Effective 7/1/17</b>						
Lieutenant	4880	5124	5379	5647	5930	6227
Firefighter/Engineer	4646	4880	5124	5379	5647	5930

**IAFF - Salary Chart 07/01/2018**

	I	II	III	IV	V	VI
<b>Effective 7/1/18</b>						
Lieutenant	4929	5176	5433	5704	5990	6290
Firefighter/Engineer	4693	4929	5176	5433	5704	5990

**IAFF - Salary Chart 07/01/2019**

	I	II	III	IV	V	VI
<b>Effective 7/1/19</b>						
Lieutenant	5003	5254	5515	5790	6080	6385
Firefighter/Engineer	4764	5003	5254	5515	5790	6080

## **Appendix B**

### Permissible Uses of Sick Leave

Employees are entitled to use paid sick leave under Article 9 of this Agreement for the following purposes. The term “family member” means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the step-child grandparent or grandchild of the employee, a brother, sister or parent-in-law of the employee or a person with whom the employee was or is in a step-child or step-parent relationship.

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- To donate sick time to another employee for qualifying purposes and in accordance with city policy.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.



Appendix C

# Coos Bay Fire Department

<b>STANDARD OPERATING GUIDELINE</b>		
Section: <b>PHYSICAL FITNESS</b>	Number: 2-1.23	Chief Initials:
Subject: <b>Coos Bay Individual Physical Ability Test (CBIPAT)</b>	Issue Date: 10/08/2014	
Page 1 of 3	Revised: 12/01/2016	Reviewed:

**Section 1 Introduction**

It is the intention of Coos Bay Fire Department to promote and support the wellness of its members through education, exercise, and physical fitness. Therefore, department staff members shall be offered the opportunity to voluntarily participate in an annual physical fitness program. This program includes the tracking of exercise hours as well as an annual physical test. For the purpose of the annual physical test, the Coos Bay Individual Physical Ability Test (CBIPAT) as adopted by the Coos Bay Fire Department will be used to assess fitness levels.

**Section 2 Requirements for Incentive**

In order to qualify for the incentive as outlined in Article 24 – Physical Fitness Incentive of the Collective Bargaining Agreement, personnel must successfully pass the CBIPAT and have completed and documented a minimum of forty-eight (48) hours of exercise annually. These hours shall be reported to and recorded by the Fire Chief or his/her designee. The calendar for the accrual of exercise hours shall start November 1 and end October 31 of each year. The exercise must be completed in one of the department’s exercise rooms or in an activity approved by a Battalion Chief in order to count toward the forty-eight (48) hour minimum.

**Section 3 CBIPAT Rules**

- A. Testing shall be conducted under the supervision of the Fire Chief or his/her designee.
- B. There shall be two testing processes held annually. The first testing process shall occur during the month of April and a second testing process shall be held during the month of October.
- C. Two attempts to pass may be taken at each testing process.
- D. Notice of the time and place of the test will be posted at Station 1 at least thirty (30) days prior to each scheduled test.
- E. The test shall be conducted on a flat, non-slick surface.
- F. The participant must wear long pants or sweats and appropriate footwear (no open toe or heel shoes) during the test.
- G. A 40 pound weight vest will be worn for the duration of the test to simulate the weight of Self-Contained Breathing Apparatus (SCBA) and firefighter protective clothing.
- H. Running is only permitted during event #6, the hose drag. At no other time is running permitted.

- I. The time limit for successful completion of the test is 6 minutes and 15 seconds for events 1 through 8, with an additional 2 minutes and 10 seconds for event 9. The total time limit for the test is 8 minutes and 25 seconds.

#### **Section 4      CBIPAT Order of Events**

- A. Event 1 – Hose Maze: While wearing a darkened mask or blindfold, the participant must crawl along a 50 foot section of hose from the coupling to nozzle, maintaining contact with the hose for its entire length. The time for the test starts when the participant touches the hose. The walking distance from event 1 to event 2 is 90 feet.
- B. Event 2 – Victim Drag: The participant shall take hold of a 165 pound dummy outfitted with a harness and drag it a distance of 25 feet to, and around an object (cone or barrel), and back to the starting point. All of the victim must cross the start/finish line. The walking distance from event 2 to event 3 is 85 feet.
- C. Event 3 – Hydrant Opening: The participant must fully open and fully close a provided fire hydrant. The walking distance from event 3 to event 4 is 75 feet.
- D. Event 4 – Ladder Carry: The participant shall remove the roof ladder from a provided fire engine and carry the ladder to an identified location six (6) feet away. The participant shall carefully place the ladder on the ground and lay it flat before proceeding to the next event. The walking distance from event 4 to event 5 is 6 feet.
- E. Event 5 – Ladder Extension: The participant, given a 24 foot extension ladder being heeled in a vertical position by an assistant, shall fully extend and lower the fly section while maintaining control of the halyard. A hand-over-hand method must be used to extend and lower the fly section. The walking distance from event 5 to event 6 is 90 feet.
- F. Event 6 – Hose Drag: The participant shall drag a provided 150 feet of 1 ¾ inch hose a total distance of 100 feet. The participant shall grasp the nozzle or hose no more than four (4) feet from the nozzle and drag the hose a distance of 80 feet, make a right corner around a barrel or other solid object, and continue an additional 20 feet to the identified ending point. Placing the nozzle in the identified box completes the event. It is allowable to run during this event. The walking distance from event 6 to event 7 is 85 feet.
- G. Event 7 – Ceiling Breach and Pull: the participant, given a 6 foot pike pole and the provided ceiling prop, shall complete three (3) sets of the following sequence: Three pushes up and three pulls down. Complete contact with the bumpers, both pushing up and pulling down, are required for completing each sequence in the event. The walking distance from event 7 to event 8 is 110 feet.
- H. Event 8 – Equipment Carry: The participant shall carry the provided equipment bag (weighing approximately 25 pounds, with handles and a shoulder strap) from the start line a distance of 50 feet to, and around an object (cone or barrel), and back to the starting point. The event is complete and the time for the test stops when the participant places the equipment bag back in the starting position. If the elapsed time is 5 minutes and 40 seconds or less, the participant shall proceed to event 9.

- I. Event 9 – Stair Climb: The participant shall mount the stair climb machine. An assistant will start the stair climb machine at a rate of 50 steps per minute for a period of 20 seconds. This is the warm-up or safety adjustment phase. After the 20 seconds of warm-up, the assistant will increase the climbing rate to 80 steps per minute for an additional 1 minute and 30 seconds. This is the aerobic portion of the test. The assistant shall count down the last 10 seconds to warn the participant that the event is almost done. The participant may dismount the stair climb machine after the machine comes to a stop. Holding on to the handrails during this event is permitted.

The participant passes the CBIPAT when they complete all 9 events within the allowable time. The set time of 1 minute and 50 seconds is added to the participant's time for events 1 through 8 for a total test time not to exceed 7 minutes and 30 seconds.