

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF COOS BAY, OREGON

AND

COOS CHAPTER, IAFF LOCAL #2935

July 1, 2023 through June 30, 2026

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 – PREAMBLE | 1 |
| ARTICLE 2 – RECOGNITION | 1 |
| ARTICLE 3 – UNION SECURITY | 1 |
| ARTICLE 4 – PRESENT PRACTICES | 2 |
| ARTICLE 5 – SALARIES | 2 |
| ARTICLE 6 – ACTING IN CAPACITY | 2 |
| ARTICLE 7 – CERTIFICATION / INCENTIVE PAY – | 3 |
| ARTICLE 8 – VACATION/HOLIDAYS | 4 |
| ARTICLE 9 – SICK LEAVE..... | 6 |
| ARTICLE 10 – BEREAVEMENT LEAVE..... | 7 |
| ARTICLE 11 – MEDICAL/DENTAL INSURANCE | 7 |
| ARTICLE 12 – WORKERS' COMPENSATION – | 9 |
| ARTICLE 13 – WORK SCHEDULE | 9 |
| ARTICLE 14 – OVERTIME..... | 10 |
| ARTICLE 15 – SENIORITY | 11 |
| ARTICLE 16 – PROBATIONARY STATUS..... | 11 |
| ARTICLE 17 – LAYOFFS | 12 |
| ARTICLE 18 – GRIEVANCE PROCEDURE | 12 |
| ARTICLE 19 – EMPLOYEE CORRECTIVE ACTION AND DISCIPLINE..... | 13 |
| ARTICLE 20 – OUTSIDE EMPLOYMENT | 15 |
| ARTICLE 21 – PROMOTIONAL PROCESSES | 16 |
| ARTICLE 22 – MANAGEMENT RIGHTS | 16 |
| ARTICLE 23 – PHYSICAL FITNESS INCENTIVE | 16 |
| ARTICLE 24 – UNION LEAVE | 17 |
| ARTICLE 25 – UNIFORMS | 17 |
| ARTICLE 26 – REIMBURSEMENT FOR DAMAGED PROPERTY | 17 |
| ARTICLE 27 – SHIFT TRADES..... | 18 |
| ARTICLE 28 – RESIDENCY..... | 19 |
| ARTICLE 29 – HAZARDOUS MATERIAL TEAM..... | 19 |
| ARTICLE 30 – TRAINING | 20 |
| ARTICLE 31 – USE OF ALCOHOL AND DRUGS | 20 |
| ARTICLE 32 – SAVINGS CLAUSE | 27 |
| ARTICLE 33 – MILITARY LEAVE | 27 |
| ARTICLE 34 – DURATION..... | 28 |

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 – UNION SECURITY

- A) **Dues.** The City agrees to deduct and forward Union dues from the pay of all employees who are Union members. 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 (10th) day of the succeeding month, after such deductions are made.

The Union shall provide to the City a list identifying the employees who have provided authorization for the City to make deductions from the employee's wages to pay dues, fees, and any other assessments or authorized deductions to the labor organization. The City shall rely on the list to make the authorized deductions and to remit payment to the labor organization.

- B) **Indemnification.** The Union shall defend and indemnify the City for the amount of any unauthorized deduction resulting from the City's reliance on the list.
- C) **Reasonable Time for Certain Activities.** Up to two (2) employee representatives designated by the Union 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 or to perform any other activity allowed in ORS 243.798 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.

ARTICLE 4 – 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 5 – 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, 2023, the wages for all employees covered by this agreement shall be increased by four and a half percent (4.5%). In addition, Lt's wages will be increased as a market adjustment by an additional one percent (1%) as of July 1, 2023. However, the 1% and the 4.5% will be done as a simultaneous wage increase of 5.5%.

Effective July 1, 2024, the wages for all employees covered by this agreement shall be increased equal to the US CPI-W (West)-Size Class B/C, from January through December of 2023, with a minimum of one and one-half percent (1.5%) and a maximum of four percent (4%).

Effective July 1, 2025, the wages for all employees covered by this agreement shall be increased equal to the US CPI-W (West)-Size Class B/C, from January through December of 2024, with a minimum of one and one-half percent (1.5%) and a maximum of four percent (4%).

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/OPSRP 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%).

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'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 employee's base salary. To be eligible to assume the duties of a lieutenant the employee must possess a Fire Officer I certification.

ARTICLE 7 – CERTIFICATION / INCENTIVE PAY –

*(*changes effective upon execution.)*

- A) Once hired and as a minimum qualification for employment in the Fire Department of the City all employees covered by this Agreement must obtain and maintain the following certifications or licenses within one year of date of hire:

EMT
 NFPA FF 2
 NFPA Pumper Operator

- B) Certification Pay:

| | |
|--------------------------------|--|
| EMT Intermediate/AEMT | 4% (Certifications obtained prior to 7/1/17) |
| | 2% (Certifications obtained after 7/1/17) |
| Paramedic | 6% |
| Fire Officer 1 | 1% |
| Fire Officer 2 | 2% |
| Specialty Technician – | 5% per hour |
| (*effective upon execution) | |
| Hazardous Materials Technician | 1.75% |
| FTO | 5% |
| Bachelor Degree | 5% |
| Associate Degree | 3% |

Certification pay for Specialty Technician is limited to those bargaining unit members assigned to the Rope Rescue, Drone or Confined Space Teams. The 5% incentive pay shall be per hour of activation or while involved in approved training.

Certification 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.

All certification pay is based upon the bargaining unit employee's base rate of pay.

The certification pay for the Fire Officer 1 and 2 certifications shall not be

cumulative.

The certification pay for EMT Intermediate/AEMT and Paramedic shall not be cumulative.

Certification pay for Hazardous Materials Technician is limited to those bargaining unit members assigned to the City's Hazardous Material Team.

Certification pay for Field Training Officers (FTO) will be limited to those assigned the training of a probationary employee during the probationary employee's Orientation and / or Student Academy training period. An FTO Assigned the training of a probationary employee shall receive five percent (5%) of base pay for each full hour served in that capacity.

Once certified, employees will continue to be qualified to receive certification pay if the employee successfully fulfills state DPSST annual maintenance requirements and meets other requirements, if any, sufficient to assure recertification in specialized fields.

C) Degree Incentive:

Associate 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.

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

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

Degree Incentive pay is not cumulative, such that an employee who has both an Associate's Degree and a Bachelor's Degree shall only receive the Bachelor's Degree incentive.

ARTICLE 8 – VACATION/HOLIDAYS

- A) Vacation. Fire suppression personnel shall accrue hours of paid vacation leave 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 hours accrued each month shall be credited at the end of the month in accordance with the following schedule:

Accrual Schedule – 56 Hour Schedule

| | |
|---------------------------------------|---------------------------|
| 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 Schedule

| | |
|---------------------------------------|--------------|
| 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) 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.
- C) 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.
- D) 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 a quarter (.25) hour. When taking vacation in less than twenty-four (24) hour increments the following rules apply:
 - 1) In the City’s sole discretion, the affected shift must be fully staffed at the time the vacation or holiday leave is scheduled.
 - 2) The leave time shall not be scheduled earlier than the employee’s previous regular duty shift.
 - 3) A maximum of one period of vacation or holiday leave may be taken per shift.

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

- E) Seniority shall prevail as to choice of vacation time off, which shall be chosen by

all employees on a rotation prior to December 31st of each year. Vacation seniority shall be determined and time off selected on a shift basis. Holidays and vacation leave requested at other times shall be considered on a first come, first served basis and may be granted or denied based on operational needs in the supervisor's sole discretion. The City continues to reserve the right to determine how many employees may use vacation or holiday leave at any time on a departmental and shift basis.

- F) An employee's accrued but unused vacation/holiday time shall not accrue beyond double the number of hours of yearly vacation accrual rate plus the total number of hours of one year's holiday accrual to which an employee is entitled. In the event vacation is requested (hours of which otherwise would stop accruing due to this cap) but is disallowed or canceled during the second six (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 hours of paid 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. Hours of sick leave shall be deducted from an employee's accrual thereof on an hour-for-hour basis or twenty-four (24) hours for each twenty-four (24) hour shift that the employee is absent.

- B) Sick leave may be utilized for the reasons set forth in Appendix B to the Agreement.

In addition, employees with qualifying leave under Oregon PLO, will be allowed to access accumulated qualifying leave as provided for in ORS 657B.030(2). The City will comply with PLO regulations as defined in Oregon law. However, any disagreement regarding the application of PLO will only be subject to a grievance under this CBA up to the last step prior to arbitration, or under outside agency dispute processes.

- C) Written verification of the need for sick leave from an appropriate health care provider may be required for the use of Sick Leave for more than three (3) consecutive scheduled workdays. Before the employee returns to work, the City may require that the employee receive certification from the employee's or the City's health care provider that the employee is able to resume work.
- D) If the City suspects that an employee is abusing sick leave, 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 leave 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 leave on or adjacent to weekends, holidays, vacation days or paydays.

- E) For employees working a 48/96 schedule, pre-scheduled non-emergency health care appointments shall not be allowed during the employee's 48-hour shift.
- F) Upon retirement from the City of Coos Bay, an employee with ten or more years of service in the City of Coos Bay's Fire Department shall be paid a percentage of their unused sick leave into a deferred compensation plan and /or a HRA of the employees choosing (from those plans available at the City of Coos Bay), not to exceed the Federally mandated limits. The percentage of unused sick leave payable shall be equal to the number of completed years of service by such employee with the City of Coos Bay's Fire Department. Otherwise, and except as it may be used by PERS to calculate monthly pension benefits, accrued but unused sick leave has no cash value and shall not be compensated.

ARTICLE 10 – BEREAVEMENT LEAVE

In the event of the death of a family member, the Fire Chief will grant time off with pay to deal with the death of the family member by:

- (A) Attending the funeral or alternative to a funeral of the family member;
- (B) Making arrangements necessitated by the death of the family member; or
- (C) Grieving the death of the family member.

A maximum of two (2) shifts will be granted off for each occurrence. At the employee's request additional leave may be granted and deducted from the employee's accrual of unused sick leave. Family member means the spouse or domestic partner of an employee, a biological, adoptive or foster parent or child of the employee, a stepchild, 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 – 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. The 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 Regence High

Deductible Health Plan (HDHP) offered by CIS, a medical insurance plan with a current \$1,700/\$3,400 (single/family) deductible partnered with a HSA plan (HDHP with HSA-4), unless there is mutual agreement that another plan provides overall better coverage at an overall lower or comparable insurance cost to the City.

In January 2024, 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 shall contribute 50% of the sum of any increase in the deductible above those in calendar year 2023. Employees may elect to contribute part or all of the remaining 50% through pre-tax deductions from their pay. Employees may further elect to contribute additional sums to the extent permitted by law. The City will make its HSA or HRA contributions as part of the monthly payroll process by the 4th of January of each calendar year for employees who have completed their probation.

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

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

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

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

- E) 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 life and long-term employer paid disability coverage is limited to employees only (dependents are not insured).

ARTICLE 12 – WORKERS’ COMPENSATION –

*(*Increased benefit in section A is effective upon execution.)*

- A) **Income Loss Supplement.** The City shall pay to an employee who cannot work due to an illness or injury that is the basis of an accepted workers compensation claim the difference between the time loss benefit the employee receives from the Workers’ Compensation insurer and the employee’s regular net pay. For the purpose of this benefit, “net pay” means the employee’s pay after subtracting all sums required to be withheld by law. This supplemental payment shall be made without cost or offset suffered by the employee during the first one- hundred and eighty (180) days of absence from work due to the illness/injury that is the basis of the claim. During this period, the employee shall be classified as being on “administrative leave”.

If the employee’s absence from work exceeds one- hundred and eighty (180) days, then, to the extent of the employee’s banks of accrued but unused vacation and sick leave, the sums paid to the employee to achieve the employee’s net pay by the City shall be charged against the employee’s vacation and sick leave banks on an hour-for-hour basis, in that order. Upon exhaustion of the employee’s vacation and sick leave, this benefit shall cease.

- 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 13 – WORK SCHEDULE

- A) The normal work schedule for fire suppression personnel shall consist of a forty-eight (48) hour work shift followed by ninety-six (96) hours off. This work schedule shall not be changed by the City without first giving 60 days advance written notice

to allow the Union the opportunity to negotiate the details.

- B) The City may assign a forty (40) hour work week to all probationary firefighter/engineers, all employees on light duty arising out of an accepted workers compensation claim and, non-probationary employees on special department assignments. The FLSA work period for this work week shall be 40 hours in seven days. All other employees shall, on average, work a fifty-six (56) hour 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 Association shall post at each fire station a FLSA twenty-four (24)-day cycle calendar.
- D) Employees working the 48/96 work schedule shall not work more than seventy-two (72) consecutive hours without management pre-approval, or due to emergency staffing needs of the City or a significant event that impacts the department. Unless otherwise pre-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 14 – 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; the City will pay employees covered by this Agreement for all hours worked outside their regular scheduled work hours at the overtime rate.
- 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 extensions that are required at the end of an assigned shift, shall be paid at the overtime rate under the FLSA definition, but not considered call-back.
- E) The City reserves the right to determine its level of service, its staffing level, when overtime is to be worked, and in what classification.
- F) To allow all bargaining unit employees the opportunity to attend any pre-approved training (i.e., burn to learns, special drills, or required trainings), the notice of which events shall be given, when possible, at least 72 hours in advance. This notice

will be sufficient for employees to be available to attend. The notice shall be sent to the employees' City provided email address, via text message or the department alerting method. Receiving and responding to such notices while off-duty shall not constitute "hours worked" for the purposes of payment of wages.

- G) An overtime list will be kept electronically via third-party system. The list will be maintained in an order chronologically by bargaining unit employees with the least number of overtime hours worked to the bargaining unit employees with the highest number of overtime hours worked. Overtime hours worked will be added to the electronic list only if the block of hours worked on any given shift are greater than eight (8) hours. Overtime callback will begin with calling the bargaining unit employee with the least number of overtime hours worked, to the bargaining unit employees with the greatest number of overtime hours worked. Should management desire to track and manage the overtime callback in a different manner, the City agrees to provide 60 days' notice to allow time to meet and negotiate a mutually acceptable alternate process.
- H) In the event that a vacancy requiring overtime is unable to be filled by a bargaining unit employee, the City may fill the vacancy with a member of the management team.

ARTICLE 15 – SENIORITY

- A) Seniority means an employee's length of continuous service with the Fire Department from their most recent date of hire.
 - 1) Preference in vacation scheduling shall be in order of seniority.
 - 2) Seniority will be a factor in determining layoffs.
- B) An employee shall lose all accrued seniority:
 - 1) If their employment ends for any reason other than layoff.
 - 2) Failure to return from layoff within fourteen (14) days following delivery of notice of recall.
 - 3) Layoff of more than two (2) years.

ARTICLE 16 – PROBATIONARY STATUS

- A) A probationary period of twelve (12) months is required for all new hires, regardless of prior experience, certifications held or step-placement on the salary schedule. Any newly hired employee on probationary status may be dismissed at any time

for any reason, including the failure of the employee to complete required training or obtain and maintain certifications that are a minimum qualification for the classification in which they were hired. Dismissal of a probationary employee shall be final and not subject to appeal.

- B) Employees promoted to a higher classification shall be subject to a six (6) month probationary period. During promotional probation, either the employee or the City may, in their sole discretion, unilaterally opt to return the employee to the classification from which the employee was promoted. Demotion during the probationary period also shall not be subject to appeal.
- C) By mutual agreement between the City and the Union, both the new-hire and promotional probations may be extended up to an additional six (6) months.
- D) The City, in its sole discretion, may extend an employee's probation for up to three (3) months if the employee has utilized nine or more shifts of paid or unpaid leave during the employee's probationary period.

ARTICLE 17 – LAYOFFS

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

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.** For the purpose of this Agreement, a grievance is defined as a dispute regarding the meaning, interpretation or application of a particular provision of this Agreement or regarding an alleged violation of this Agreement.
- C) **Procedure.** All grievances will first be submitted to the Union grievance committee. If the committee finds the grievance to be valid, they will proceed according to the following grievance procedure:
 - 1) All grievances shall be reduced to writing and delivered to the Chief within fourteen (14) calendar days of the occurrence or of the date that the Union

or the affected employee(s) first learned or using reasonable care should have first learned of the action which caused the grievance. The written grievance shall contain a statement of all the relevant facts, including relevant dates, desired remedial action and the article(s) of this Agreement to which the grievance relates. The Chief shall respond in writing to the grievance within ten (10) calendar days after having received it.

- 2) If the Union is dissatisfied with the response of the Chief, they shall deliver the grievance in writing 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 unless the parties agree in writing on dates later than ten (10) calendar days for the decision or for the hearing and the decision both.
 - 3) If the Union is dissatisfied with the City Manager's decision, then within ten (10) calendar days of delivery of the decision, the Union shall then notify the City Manager in writing of its decision to advance the grievance to arbitration as the final step to resolution. Upon delivery of the Union's decision, either party may request a list of seven (7) Oregon or Washington arbitrators by filling out and submitting the "ERB Arbitrator Request Form" located online at <https://www.oregon.gov/erb/Pages/ArbList.aspx>. 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 incurred through such arbitration be paid by the non-prevailing party.
- D) If at any step the City fails to respond within the deadlines agreed to above, the grievance shall automatically advance to the next step. If the Union fails to timely file a grievance or fails to advance a timely filed grievance to the next step as agreed to above, the City's most recent responses shall be deemed to have been accepted by the grievant.

ARTICLE 19 – EMPLOYEE CORRECTIVE ACTION AND DISCIPLINE

A) Corrective Actions.

- 1) Corrective actions are taken to correct, support 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 poor judgment or poor job performance and affect 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, hereafter referred to collectively as "the City").

D) Corrective or Disciplinary Action Procedure.

1) Prior to initiating a corrective or disciplinary action, the employee shall have the opportunity to discuss the conduct in question, including the sanctions if any, 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 their error or failure, of the corrective actions they should take, of the consequence(s) they may face if they fail to follow corrective instructions, and that a copy of the corrective action document will be placed in the employee's personnel file.

3) Discipline will be imposed on employees who have completed their new-hire probation only for just cause. If a disciplinary action might be considered, an investigation by the Chief or the Battalion Chief shall be completed within thirty (30) days of 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 agreement shall not be unreasonably withheld).

4) If upon completion and consideration of the investigation, the Chief or the Battalion Chief are considering imposing discipline, then either shall notify the employee in writing of the facts found by the investigation, of the specific rules or policies violated by the employee, if any, and of the specific

disciplinary action being considered, . The notification shall further explain the employee's right to a pre-discipline hearing at which the employee may present their defenses, mitigating facts or anything else the employee wants the City to consider before making its final decision.

- 5) Following the pre-discipline hearing or the waiver of it by the employee, the City shall decide the matter and notify the employee of the decision in writing. If the City decides to discipline the employee, it shall describe the discipline and the date that it is effective. If appropriate, the notice will further describe any corrective actions the employee should take and the potential consequences the employee will face for similar future violations, along with notification that a copy of the notice 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.

ARTICLE 20 – OUTSIDE EMPLOYMENT

- A) The City of Coos Bay employment shall be the principal 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 does not expose the City to embarrassment or criticism.
- B) If the work with another employer is permanent or regular, then in advance, the employee shall request the City's approval of the outside employment in writing on a form provided by the City and delivered to the Chief. If the work is irregular, the request in advance may be given to the Chief informally.
- C) Approval of outside employment shall not be unreasonably withheld by the Chief and the employee may appeal a disapproval of the outside employment 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 bargaining unit employee found to be engaged in outside employment in violation of this Agreement shall terminate the outside employment upon the written demand of the Chief or be subject to disciplinary action which may include dismissal.

ARTICLE 21 – PROMOTIONAL PROCESSES

The Department shall maintain a promotional policy which will be available to all bargaining unit employees. The Union shall be advised in writing of any changes in the department's promotional policy. All eligible bargaining unit employees will be allowed to participate in promotional processes. Participation in promotional processes is voluntary and uncompensated unless components of the promotional process occurs while a participating bargaining unit employee is on duty. On-duty bargaining unit employees participating in a component(s) of a promotional process will be allowed time away from their duty assignment, including one (1) hour prior to their scheduled participation time, to take part in the promotional process.

ARTICLE 22 – 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 apportion its budget to City agencies and within those agencies in its sole discretion, 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; the right to determine its staffing level; to determine when overtime is to be worked and in what classification; to assign and transfer employees; to hire, promote or demote employees and to suspend, discipline or discharge employees consistent with this Agreement; to lay off employees due to lack of work, lack of funds, or for other legitimate reasons; to make and enforce reasonable workplace rules and regulations; and to create, change, or discard methods of work, purchase, sell, modify or discard 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 23 – PHYSICAL FITNESS INCENTIVE

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 must complete and document a minimum of 48 hours of exercise annually. The annual incentive period shall run from November 1 to October 31. Testing shall be conducted in accordance with department Standard Operating Guideline.

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 30th of each calendar year in which the employee successfully passes the tests and meets the incentive

requirements.

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 physical test (CBIPAT) at one of the scheduled test dates is required to receive the incentive.

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 physical test (CBIPAT) at one of the scheduled test dates is required to receive the incentive. Dismissed employees or those who resign in-lieu-of dismissal forfeit incentive eligibility.

ARTICLE 24 – UNION LEAVE

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.

ARTICLE 25 – UNIFORMS

The City shall provide two (2) full uniforms and one (1) pair of uniform shoes or boots to new employees upon hire. These shall be replaced as necessary. Uniform accessories to be provided employees and replaced as necessary include the badge, coat, and coveralls. The City will provide and replace as needed, two (2) sweatshirts and three (3) t-shirts.

ARTICLE 26 – REIMBURSEMENT FOR DAMAGED PROPERTY

A) A member who suffers loss or damage to personal property in the performance of official duties may submit a request through the chain of command for reimbursement.

1) A report describing the loss or damage must accompany this request.

- 2) The request must indicate the repair or replacement cost.
- B) Each request will be reviewed by the Chief. Review factors to be considered are:
- 1) That the action which resulted in the loss was proper and not an act of recklessness;
 - 2) That the item was necessary for the performance of duty; and
 - 3) That the item's value is reasonable considering the nature of the fire duties.

ARTICLE 27 – SHIFT TRADES

Regular full-time employees of the Department assigned to the normal work schedule of forty-eight (48) hour work shift followed by ninety-six (96) hours off duty, may be granted shift trades in accordance with these provisions:

- A) All requests for trade times shall be submitted no later than seventy-two (72) hours prior to the first shift affected by the 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 within the department's electronic scheduling program.
- 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. Employees are allowed to trade shifts with employees in a different classification; however, in that instance, both employees shall be paid as if they were working the shift in their classification.
- D) All trades shall be repaid with comparable time and in no case shall any trade involve cash payments from one person to another. The City shall not incur any obligation to pay overtime or AIC pay, as a result of voluntary shift trades between bargaining unit employees.
- E) The individual working the trade day shall be responsible for ensuring they are present for duty. If the individual scheduled to work the trade day is sick, the sick leave will be charged to them, or if unable to report for duty, it will be their responsibility to notify the on-duty Battalion Chief (or AC/BC) prior to the beginning of the shift.

ARTICLE 28 – RESIDENCY

It is a minimum qualification for all classifications in the bargaining unit that the employees in them shall reside within thirty-five (35) road miles of City Hall. The newly hired employees will have up to six (6) months from their date of hire to comply with this residency requirement. The six months may be extended at the discretion of the Chief.

The failure or refusal of an employee to meet this minimum qualification is grounds for dismissal.

ARTICLE 29 – HAZARDOUS MATERIAL TEAM

- A) Membership in the City's Hazardous Material Team requires all members to remain competent in Hazmat response skills. The competency level for response is set by the Regional Hazardous Materials Emergency Response Teams (RHMERT) training committee.

Documentation of this competency is required via an intergovernmental agreement between the City and the Oregon State Fire Marshal's Office (OSFM). Team drills and outreach will be designed around the required competencies. Team members shall make a concerted effort to attend two-thirds (2/3) of regularly scheduled drills and/or outreach. Additional training opportunities, including state sponsored training, conferences, or online training platforms may be used to demonstrate competency with prior approval from the Team Administrator.

For any team member not on track to show competency within a specific reporting period, the Team Administrator will work with the individual and their Battalion Chief to determine appropriate alternatives for meeting the competency goal.

- B) The City, beginning on January 1, 2025, shall provide an additional \$100,000 of life insurance coverage benefits, paid for by the City, for members of the Hazardous Materials Team.

Prior to the change on January 1, 2025 the City shall reimburse members of the Hazardous Materials Team of up to \$150 annually for premiums paid by team members for privately owned life insurance. This payment shall be made after submission of proof of payment to the City for reimbursement.

- C) Any state-approved and reimbursed hazardous materials response, in or out of district, shall result in a compensation rate of two- and one-half (2.5) times the employee's base rate of pay per hour for those employees (both on-duty and off-duty) engaged in the response.

ARTICLE 30 – TRAINING

According to the schedule below and upon securing course approval prior to enrollment from the Fire Chief, employees shall be compensated for the costs of college level course work when taking approved fire service, emergency medical services, investigation, and/or life safety courses. 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. Requests for training time off must be made in writing to the Fire Chief for approval prior to the employee's enrollment.

ARTICLE 31 – 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 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 workplace 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 intoxicated regardless of the intoxicant and regardless of whether the intoxicant was legally or illegally consumed.

- 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 except when the use causes the employee to report to work intoxicated or become intoxicated during work. 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 workplace.

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 workplace, 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 at ORS 131.605(6).
 - 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 drug 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 32 – 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 33 – 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 Coos County will be compensated as a full shift regardless of the time the training starts or ends.
- C) Any weekend military training which occurs in Coos County will be compensated as follows:
 - 1) For a Friday shift, the employee will work until two hours prior to the time he/she 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/she is released from training, and will receive 24 hours of compensation.

ARTICLE 34 – DURATION

Except as specifically noted in other provisions of this Agreement, this Agreement shall be effective as of its date of execution or July 1, 2023, whichever date is later and shall remain in full force and effect until June 30, 2026. This Agreement shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing no later than October 15th of the fiscal year of expiration that it wishes to modify this Agreement for any reason. The party requesting modification will list those items to be modified and negotiations will be limited to those items so listed.

CITY OF COOS BAY

COOS BAY CHAPTER
IAFF LOCAL 2935

By: Nichole Rutherford
NICHOLE RUTHERFORD
City Manager

By: [Signature]
LUKE TAYLOR
President

Date: 8-3-23

Date: 8-3-2023

Appendix A

Salary Schedule

IAFF - Salary Chart 07/01/2023

| Effective 7/1/2023 | I | II | III | IV | V | VI |
|---------------------------|----------|-----------|------------|-----------|----------|-----------|
| Lieutenant | 5723 | 6010 | 6308 | 6623 | 6955 | 7304 |
| Firefighter/Engineer | 5397 | 5669 | 5953 | 6249 | 6560 | 6889 |

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.