

**COLLECTIVE BARGAINING  
AGREEMENT**

BETWEEN

THE CITY OF COOS BAY, OREGON

AND

CITY OF COOS BAY LOCAL 2892  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
COUNCIL 75, AFL-CIO

July 1, 2016 through June 30, 2019

# COLLECTIVE BARGAINING AGREEMENT

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## PREAMBLE.

This agreement is entered into by the City of Coos Bay (the City), an Oregon municipal corporation, and City of Coos Bay Local 2892, American Federation of State, County and Municipal Employees, Council 75, AFL-CIO (the Union). The purpose of this agreement is to set forth the entire agreement between the parties on matters relating to wages, hours, and working conditions.

## ARTICLE 1: Definitions.

As used in this agreement, the following terms mean:

**Bargaining Unit Seniority:** an employee's length of continuous service since the date the employee became a permanent employee within the bargaining unit.

**Casual Employees:** employees hired to substitute on an "as-needed" basis for absent bargaining unit members.

**Confidential Employee:** an employee who assists or acts in a confidential capacity to management in formulating, determining, and carrying out management policies in the area of collective bargaining.

**Immediate Family:** an employee's spouse; or qualified domestic partner; an employee's biological, adoptive, or foster child, step-child, parent, or step-parent; an employee's parent-in-law; a person with whom the employee was or is in a relationship of in loco parentis.

**Job Classification Seniority:** a permanent employee's length of continuous service in a given job classification.

**Part-Time Employee:** an employee regularly working twenty hours or more per week, but less than forty hours per week.

**Public Safety Employees:** Police Department and Fire Department employees who are members of another recognized collective bargaining unit.

**Qualified Domestic Partner:** domestic partners, and their eligible children. A Certificate of Registered Domestic Partnership or a CIS Certificate of Domestic Partnership is required

**Supervisory Employee:** an employee having authority for or who effectively recommends hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward, discipline, or adjustment of employee grievances.

**Temporary Employees:** employees hired to work a regular full-time or part-time schedule for a specific period of time, not to exceed a total of one hundred and twenty (120) calendar days in a calendar year, but excluding casual employees.

## **ARTICLE 2: Recognition.**

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City, except for public safety employees, supervisory employees, confidential employees, temporary employees and casual employees.

## **ARTICLE 3: Captions.**

The use of headings throughout this agreement is intended for reference only and shall not be construed to enlarge upon, limit, diminish, or in any other way modify the terms and conditions set forth in the body of each article.

## **ARTICLE 4: Fair Share Agreement.**

- A. Each employee who, on the execution date of this agreement or any date thereafter, is an employee and a member of the bargaining unit which the Union serves as a certified agent but who is not a member and chooses to remain not a member of the Union, and inasmuch as it is required that the Union represent every employee within the bargaining unit, making each employee a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the covered employee's contribution is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be deducted monthly from each Union member and each non-Union member's compensation and remitted monthly in the aggregate to the Treasurer of the Union.
- B. Such uniform amounts that the Union Treasurer certifies to the City as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.
- C. Subject to a written authorization to do so, signed by the employee, a like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization form requesting Union membership dues deduction. The City shall provide an authorization form to fair share employees. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and Bylaws of the Union and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.
- D. Any individual employee's objection to paying her or his fair share based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require such an employee to inform the City and the Union of his or her objection. The employee shall meet with the representatives of the Union to establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a charity.
- E. The Union will indemnify, defend, and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising from the application of this article. In the event that any part of this article

should be declared invalid or that the monthly service fee should be ordered reimbursed to any non-member, the Union shall be solely responsible for such reimbursement.

**ARTICLE 5: City Security/Lockout.**

- A. During the term of this agreement, neither the Union nor any of its members shall initiate, join, cause, permit or participate in any strike, work stoppage, slowdown, picketing, or any action designed to interrupt City services. Employees shall not receive any wages or benefits whatsoever while they are engaged in such action. Disciplinary action, up to and including discharge, may be taken by the City against any employee who violates this article. Such disciplinary action may not be grieved or otherwise appealed except where a genuine question of fact is presented as to whether the employee did, in fact, participate or engage in a violation of this article.
- B. If a strike, work stoppage, slowdown, picketing or other action designed to interrupt City services occurs, either by an individual employee or a group of employees, then the Union will, upon notification from the City, immediately attempt to secure an immediate and orderly return to work. The obligations set forth in this article shall not be affected by the subject matter giving rise to the action, or by the fact the subject matter may or may not be grieved under the terms of this agreement.
- C. The City shall not engage in any lockout of employees during the term of this agreement.

**ARTICLE 6: Hours of Work.**

- A. A full-time employee's regular work week shall normally consist of forty hours worked as five consecutive eight-hour days followed by two consecutive days off, unless the employee agrees to work non-consecutive days. The standardized work week will be Monday beginning at 12:00 am and ending at 11:59 pm on Sunday. The work week does not set the employee work schedule and only defines the work week (shifts) in which overtime is calculated.

A full-time employee's regular work day shall normally consist of a shift of eight hours worked as two four-hour periods, divided by a lunch period, unless the employee has been scheduled to work a split-shift. If the Department Head determines an operational need exists, the City may require an employee to work a four-day, ten-hour per day workweek.

- B. Work schedules showing work days, shift assignments and work hours will be posted in advance by the City. Except in emergencies, work schedules will not be changed unless forty-eight hour notice is given to the employee; provided, however, that if the change to the work schedule is more than four hours, notice will be provided five days prior to the change.
- C. Nothing in this agreement shall be construed as a guarantee of hours of work. Reductions in hours of work shall be implemented in the same manner as layoffs.
- D. The City reserves the right to implement a job-sharing program.

**ARTICLE 7: Rest Periods/Lunch Periods.**

- A. All employees shall have a paid fifteen-minute rest period during each one-half shift, except in emergencies. Rest periods shall be taken at approximately the middle of each one-half shift, as designated by the employee's supervisor.
- B. All employees shall have a lunch period of not less than one-half hour, nor more than one hour, except in emergencies. Lunch periods shall be without pay and shall be utilized at approximately the middle of the work shift, as designated by the employee's supervisor.

**ARTICLE 8: Overtime/Compensatory Time.**

- A. Employees required by the City to work more than forty hours in a single workweek shall receive overtime compensation, which shall be computed to the nearest quarter (.25) hour. In calculating the forty hours in a single workweek, any sick, vacation, or compensatory time taken will be excluded, with the exception of Parks and Street division employees limited to the Bay Area Fun Festival, Blackberry Arts Festival, Memorial Day Parade, Empire Clamboree, and Memorial Day workweeks.
- B. The employee's overtime rate of pay (overtime rate) shall be one and one-half times the employee's regular straight-time rate of pay (regular rate). Overtime shall be based on the actual time on duty in excess of forty hours per week. An employee shall be guaranteed two hours of overtime if the employee is called back for an emergency.
- C. If the employee and the City mutually agree, an employee may be granted compensatory time in lieu of overtime pay. Compensatory time will be accrued at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time shall be paid at the employee's regular rate.
- D. Except by mutual agreement, compensatory time shall not be accrued in excess of eighty hours during any one fiscal year, and not more than forty hours of compensatory time may be carried forward from one fiscal year into the next. Earned but unused compensatory time in excess of forty hours will be paid out to the employee at the end of the fiscal year in which it was earned at the employee's then-current regular rate.
- E. An employee may request to be paid for all or a portion of the employee's accrued compensatory time as part of the employee's regular paycheck, subject to approval by the City and the availability of budgeted funds; provided, however, that such request may not be made on more than two occasions during any one fiscal year. The City may, at the City's discretion, pay all or a portion of the employee's accrued compensatory time at any time during a fiscal year.
- F. Time off for compensatory time shall be mutually scheduled by the City and the employee. Time off may be scheduled at the City's discretion, if the City wishes to reduce the employee's accrued compensatory time to forty hours or less per year.
- G. If the employee and the City mutually agree, an employee may be granted flex time, in lieu of overtime pay or compensatory time for hours worked, at a hour for

hour rate, in excess of eight (8) hours in a workday. Flex time must be used within the work week of accrual and at a time mutually agreeable of both the employee and the City. In the event that flex time accrual is not taken, it shall be awarded at compensatory time at the rate stipulated in section "B" of this article.

#### **ARTICLE 9: Seniority.**

- A. An employee who has not completed his or her probationary period shall not have bargaining unit or job classification seniority and shall not be considered a permanent employee.
- B. An employee shall lose all bargaining unit and job classification seniority in the event of a voluntary or involuntary termination or failure to return from an expired leave of absence.
- C. Bargaining unit and job classification seniority lists shall be posted in conspicuous places available to employees and shall be updated whenever an employee achieves permanent status or at least once annually.
- D. If an employee leaves the bargaining unit for another City position, the employee's bargaining unit seniority shall be frozen. If the employee then has no break in employment with the City and returns to the bargaining unit, the employee shall have their previously earned bargaining unit seniority reinstated.

#### **ARTICLE 10: Layoffs.**

- A. If the City determines the need for a reduction in its work force, layoff notices shall be provided to the affected bargaining unit employees not less than one month prior to the layoff date. Layoffs within each affected job classification shall be determined by the City based on the order of the employees' job classification seniority within the affected job classification. Layoffs out of job classification seniority order may be made based on a Department's operational needs or an employee's demonstrated special occupational skills.
- B. An employee who has received a layoff notice may elect to bump any employee in an equal or lower job classification, provided the employee has bargaining unit seniority over the employee being bumped and meets the minimum experience and training required for the equal or lower job classification. The employee's election to bump must be submitted to the City no later than two weeks after the employee receives their layoff notice.
- C. An employee who has been laid off shall be placed on a recall list in order of the employee's bargaining unit seniority. The employee shall be recalled according to the employee's order on the recall list if positions in a job classification equal to or lower than the employee's previous job classification become available. An employee accepting a temporary position or a position in a lower job classification shall retain recall rights to the employee's previously held job classification. The employee shall retain recall rights for twenty-four months from the employee's last day of work.
- D. No new employees shall be hired into job classifications from which employees have been laid off until the recall list is exhausted; provided, however, the City may



fill a vacant position if no person on the recall list meets the minimum experience and training required for that job classification.

- E. Failure by an employee to timely reply to a recall notice and accept the position offered to the employee within five working days of the date the recall notice is received by the employee shall constitute an immediate voluntary termination by the employee and result in removal of the employee from the recall list. Recall notices shall be sent by certified letter to the employee's last known address. The employee shall be responsible for supplying the City with a current address, and failure to receive a recall notice because of the employee's failure to provide an updated address shall also constitute an immediate voluntary termination and result in removal from the recall list.
- F. During the period an employee is on a recall list, the employee shall accrue no seniority or other benefits. An employee who has been recalled shall have his or her previously accrued bargaining unit seniority and accrued sick leave reinstated.
- G. An employee who has been recalled, within the recall timeframe stipulated in section C of this article, to fill a job classification equal to or lower than the employee's previous job classification will not be required to serve a probationary period. The recalled employee will return to the same salary range and step if returning to the same job classification held prior to the layoff. If the recalled employee returns to a position in a lower classification the employee will start at the same step prior to the layoff but in the salary range of the lower classification.

#### **ARTICLE 11: Probationary Period.**

- A. Newly hired employees shall serve a probationary period of six (6) months, during which time the employee is at-will, and may be discharged for any reason whatsoever, except as otherwise provided by law, with no right to protest or grieve the discharge. At the conclusion of six (6) months, the City shall determine whether the employee has satisfactorily completed probation. If the City determines that the employee has not satisfactorily completed probation, the City may extend probation for an additional period of up to ninety days. The probationary period may be extended beyond the additional ninety-day period by written agreement with the Union. Any employee who successfully completes his or her probationary period shall have six (6) months of bargaining unit seniority credited to them.
- B. If a permanent employee is promoted to a higher job classification, the employee shall serve a promotional probationary period of six months. If the City determines the promoted employee does not meet the City's expected performance standards, the employee shall be returned to his or her previous job classification. Determination that the employee has satisfactorily completed the promotional probationary period is in the sole discretion of the City, and return to his or her previous job classification shall be without right to grieve under the contract. Except as provided in this paragraph, the promoted employee shall otherwise be covered by the terms of this agreement during his or her promotional probationary period.
- C. Temporary or casual employees who move to a permanent position shall not have their previous time credited toward their probationary period, and shall receive no credit for vacation or sick leave for their period of temporary or casual employment.

**ARTICLE 12: Discipline and Discharge.**

- A. Disciplinary action may be imposed on permanent employees by the City for just cause, including, but not limited to, violations of work rules, misconduct, insubordination, misfeasance or malfeasance, violation of the terms of this agreement, engaging in illegal political activity, or poor job performance. The severity of disciplinary action depends on the nature of the violation and the employee's work record.
- B. Discipline includes, but is not limited to, the following:
  - 1. Oral reprimand
  - 2. Written reprimand
  - 3. Suspension without pay
  - 4. Discharge

Discipline will normally be progressive, beginning with an oral reprimand and culminating with discharge, except where the employee has engaged in a serious violation. Prior to imposing discipline, the City shall inform the employee in writing of the reasons for the disciplinary action.

- C. If the City determines there is just cause for discipline greater than a written reprimand, it shall provide the employee with written notice of the proposed disciplinary action, the grounds for such action, and the opportunity to respond orally or in writing to the person taking the proposed action. The employee's response opportunity shall be scheduled no sooner than three (3) business days after their receipt of proposed disciplinary action, which may be extended upon mutual agreement of the parties.
- D. Employees may request, and, upon such request, shall be entitled to, Union representation at any meeting the employee is required to attend for the purpose of administering or determining the appropriateness of discipline.
- E. If the City has reason to discipline an employee, reasonable effort shall be made to impose discipline in a manner that will not embarrass the employee before other employees or the public.
- F. Disciplinary action above an oral reprimand may be appealed only by filing a grievance as provided in this agreement. If disciplinary action is discharge, the grievance shall be filed with the City Manager at Step 3 within seven business days of the date of discharge.
- G. If an employee is suspended without pay, the employee shall not accrue any vacation, sick leave, or other benefits during the period of suspension. If it is determined that an employee was unjustly suspended, the employee shall be granted benefits and compensation for lost time to the extent deemed equitable under the circumstances. If it is determined that an employee was unjustly discharged, the employee shall be reinstated with benefits, and may be awarded compensation for all or part of the lost time to the extent deemed equitable under the circumstances.

**ARTICLE 13: Grievance Procedure.**

- A. A grievance is defined as a dispute brought by the Union or the City regarding an alleged violation of this agreement.
- B. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

**Step 1:** The employee or steward shall first file the grievance in writing with the employee's immediate supervisor outside the bargaining unit within ten working days from the occurrence of the event which is the basis for the grievance, or ten working days from the date the employee knew or should have known of the event which is the basis for the grievance.

The written grievance shall include:

- a. The name and position of the employee or employees or party on whose behalf the grievance is brought.
- b. The date of the circumstances giving rise to the grievance or the date of the employee's first knowledge thereof.
- c. A clear and concise statement of the grievance, including the relevant facts necessary to a full and objective understanding of the employee's position.
- d. Statement of alleged violation or violations, including reference to the specific provisions of the contract which are alleged to have been violated.
- e. The remedy or relief sought by the employee.
- f. Signature of the person submitting the grievance.

The supervisor shall meet with the aggrieved employee, if requested, and a representative of the Union, if requested by the employee. Any such meeting shall be within ten working days of the filing of the grievance. The supervisor shall respond to the employee in writing within ten days of the date of the filing of the grievance or the date of the meeting, if one occurs.

**Step 2:** If the grievance is denied at Step 1, the grievance may be submitted to the Department Head within ten working days of the date the employee is provided with the response from Step 1. The Department Head may meet with the employee's immediate supervisor and shall meet with the aggrieved employee and, if requested by the employee, the

Union representative. The Department Head shall respond to the employee and Union in writing within ten days of the date of the meeting.

Step 3: If the grievance is denied at Step 2, the grievance may be submitted to the City Manager within ten days of the date the employee is provided with the response from Step 2. The City Manager shall meet with the Department Head and the aggrieved employee and, if requested by the employee, the Union representative. The City Manager shall respond to the employee and Union in writing within ten days of the date of the meeting.

Step 4: If the grievance is denied at Step 3, the grievance may be submitted to arbitration within ten days of the date the employee is provided with the response from Step 3. The parties shall confer and attempt to select an arbitrator by mutual agreement within ten days of the date of submission to arbitration. If the parties cannot agree upon an arbitrator, a list of seven names shall be jointly requested from the State Mediation and Conciliation Service. Within ten days after receipt of the list by both parties, the parties shall confer and shall alternately strike one name from the list until only one name remains, with the remaining name being selected as the arbitrator. The order of striking shall be determined by lot.

The jurisdiction of the arbitrator shall be limited to the interpretation of the provision of the contract alleged to have been violated and the determination if a violation has occurred. The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of the grievance, shall be in writing, shall be provided to the parties within thirty days from the close of the hearing record, and shall be binding on both parties.

- C. Grievances filed by the City shall be initiated at Step 2 by filing the grievance with the Union. Step 3 shall be appealed to the Union president. Step 4 shall take the grievance to arbitration.
- D. No award shall be made by the arbitrator which grants any right or relief which is retroactive prior to the execution date of this agreement. If a grievance involves a monetary claim against the City, the arbitrator shall not make any award which allows any back pay or back benefits which are retroactive for more than ten days before the date the grievance is first filed.
- E. Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any, and the payment of costs of recording the proceedings. The cost of the arbitrator and any court reporter required by the arbitrator shall be paid by the losing party, which shall be designated in the arbitrator's opinion.

- F. It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party, the Union and all members of the bargaining unit to litigate or otherwise contest the grievance in court or in any other forum.
- G. Any time limit specified in this article may be extended by mutual consent, in writing, of the parties. Failure to advance a grievance within the time limit specified at each step shall constitute abandonment of the grievance. A grievance may be withdrawn at any time, upon receipt of a signed statement from the grievant that the matter has been resolved. As used in this article, "days" means business days. An employee may be represented by a Union representative. Meetings under this article will be scheduled by mutual agreement of the parties.
- H. Stewards designated by the Union shall not suffer loss of pay or benefits when meeting with supervisors or other management representatives concerning official written grievances or resolving grievances under investigation, but the steward shall not be entitled to receive overtime compensation as a result of the steward's participation in such proceedings. If the grievance affects a group of three or more employees, the Union shall select a representative for the entire group, who shall represent the group in any grievance proceedings. If the City subpoenas an employee as a witness at an arbitration, the employee shall not lose pay or benefits for the time spent attending the proceeding. No more than two employees shall be away from their assigned work at any one time to appear as witnesses at an arbitration.

**ARTICLE 14: Salaries.**

- A. Salaries shall be in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. Step increases are for merit. During the term of this agreement, each employee shall receive the salary set forth for his or her job classification and step as set forth in Exhibit A, which shall be the employee's base salary.
  - (1) Effective July 1, 2016, those employees who work in the following classifications will be increase as stated below and Exhibit A will reflect the changes.
    - Librarian, two percent (2%) increase to the base rate.
    - Courier Driver, three percent (3%) increase to the base rate.
    - IT Administrator classification added to Exhibit A
    - ILL/Outreach, ILL/ Outreach/Courier increased to the Library Assistant, Reference Service Assistant pay grade.
  - (2) Effective July 1, 2017, the wages for all employees covered by this agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of one half percent (.5%) and a maximum of two and one half percent (2.5%).

- (3) Effective July 1, 2018, the wages for all employees covered by this Agreement shall be increased equal to the US CPI-W-Size B/C, January of the previous year to January the current year, with a minimum of one half percent (.5%) and a maximum of two and one half percent (2.5%)
- B. Promoted employees shall be placed in their new job classification at the step next higher than their old rate of pay. A demoted employee or an employee who exercises his or her bumping rights pursuant to Article 10 of this agreement will be placed in the new job classification at the step that is closest to, but not higher than, his or her old base salary.
- C. The City will enroll all eligible employees in the Oregon Public Employee Retirement System (PERS) and shall assume the employees' six percent (6%) contribution to PERS.
- D. Any new or substantially revised job classification shall be provided to the Union, which shall be afforded the opportunity to negotiate a permanent pay scale for the classification.

**ARTICLE 15: Working Out of Classification.**

- A. An employee required to temporarily work in a job classification with a higher pay range shall have written authorization (listed on the employees time card and signed by both the employee and the employee's supervisor). The employee shall be eligible to receive premium pay, except when the employee is temporarily taking the place of another employee for a period of time not to exceed ten days per fiscal year, or when an employee is enrolled in a specific departmental training program for a total number of hours not to exceed five hundred hours during the term of this contract.
- B. Premium pay shall be paid at the regular rate for the beginning step of the job classification or five percent above the employee's regular rate, whichever is greater. An employee temporarily assigned to work in a job classification with a lower pay scale shall continue to receive their regular rate.

**ARTICLE 16: On-Call.**

If an employee is required by the City to be on-call, the employee shall be fit and available for work. The requirement to be on-call shall be documented in writing (listed on the employee's time card and signed by both the employee and the employee's supervisor) and the employee shall be compensated at the rate of one hour for each eight hours that the employee is required to be on-call provided, that the employee shall be compensated at the rate of one and one half hours for each eight hours the employee is required to be on-call on a paid holiday. Compensation shall be at the employee's regular rate and may be taken as compensatory time according to the terms of this agreement. Compensation for on-call time shall be in addition to any compensation for actual time the employee spends on duty if called in

**ARTICLE 17: Job Posting.**

Vacancies in the bargaining unit shall be posted for two weeks in a place available to all employees. Employees may apply for such vacancies by submitting an application

according to the City's standard job application procedures. A qualified employee's service with the City shall be considered as a factor in filling a vacancy, provided the employee's qualifications are, in the City's judgment, equivalent to those of other applicants. If two or more qualified employees are otherwise equivalently qualified to fill the vacancy in the City's judgment, the employees' bargaining unit seniority shall also be considered as a factor in evaluating the applications of the two employees.

**ARTICLE 18: Vacation.**

- A. Full-time employees shall accrue vacation hours per calendar month of service completed as follows:

Months 1 through 12	6.67 hours/month (80 hours/year)
Months 13 through 60	8.00 hours/month (96 hours/year)
Months 61 through 120	10.00 hours/month (120 hours/year)
Months 121 through 180	13.33 hours/month (160 hours/year)
Months 181 through 299	15.00 hours/month (180 hours/year)
Months 300 or more	16.67 hours/month (200 hours/year)

Vacation shall be credited monthly as accrued vacation, except that vacation accrued during an employee's first twelve months of continuous service shall not be credited as accrued vacation until the employee has completed the first twelve months of continuous service.

- B. An employee's accrued but unused vacation shall not accumulate beyond double the employee's yearly accrual rate. The City may initiate a mandatory vacation to reduce accrued but unused vacation below the maximum allowable accrual rate. The City may notify an employee whenever their accrued but unused vacation accumulates beyond this amount and direct the employee to reduce their total accrual below the maximum amount they are allowed within thirty days. Part-time employees shall accrue vacation pro-rata, based on a 2080-hour work year.
- C. Upon termination, a permanent employee shall be paid all accrued but unused vacation at the employee's then-current regular rate. Initial hire probationary employees who are terminated shall receive no payment. Upon the death of a permanent employee, the estate of the employee shall be paid compensation for all accrued but unused vacation at the employee's regular rate at the time of death.
- D. Vacation preference shall be granted on the basis of job classification seniority and subject to the Department's operational needs; provided, however, an employee may exercise his or her right to have seniority considered in vacation preference only once per fiscal year.

**ARTICLE 19: Holidays.**

- A. Employees who are members of the bargaining unit shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May

Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

July 4  
First Monday of September  
November 11  
Fourth Thursday of November  
Fourth Friday of November  
December 24  
December 25

- B. Whenever a paid holiday falls on Sunday, the following Monday shall be observed as the holiday; whenever a paid holiday falls on Saturday, the previous Friday shall be observed as the holiday.
- C. To receive holiday pay, the employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, or have been on authorized leave with pay on those days.
- D. If an employee's scheduled day off falls on a paid holiday, the employee shall accrue one holiday with pay, to be scheduled at the mutual convenience of the employee and the City within thirty (30) days of the holiday.
- E. Full-time employees shall receive eight hours pay for each of the holidays listed above. Full-time employees with a work week schedule other than eight hours per day will be paid holiday pay applicable to the work schedule they are on at the time of the holiday. Part-time employees' holiday pay shall be pro-rated. Employees required to work on a paid holiday shall be compensated for time worked at one and one-half times the employee's regular rate, in addition to their holiday pay.

**ARTICLE 20: Sick Leave.**

- A. Full-time employees shall accrue sick leave at the rate of eight hours for each month of service. Part-time employees shall accrue vacation pro-rata, based on a 2080-hour work year. Sick leave may be accumulated to a maximum of 960 hours.
- B. Sick leave may be taken for doctor's appointments for the employee or members of the employee's immediate family; for personal illness of the employee or members of the employee's immediate family or for an injury to the employee which renders the employee unable to work; and for childbirth by the employee or the employee's spouse.
- C. An employee shall notify his or her immediate supervisor of the need to use sick leave as soon as possible after knowing the need. Verification by a doctor's certificate shall be provided if requested by the City. Pursuant to ORS 659A.306, the City shall be responsible for any costs associated with provision of this certificate if not covered by the employee's health insurance.
- D. Upon retirement from the City of Coos Bay, an employee with ten or more years of service with the City of Coos Bay's AFSCME bargaining unit shall be paid a percentage of their unused sick leave into a deferred compensation plan 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 AFSCME bargaining unit.



**ARTICLE 21: Workers' Compensation.**

The City shall pay an injured worker the difference between what the employee receives from the worker's compensation insurer and the employee's regular salary after taxes. The payment shall be made without cost or offset suffered by the employee during the first six months after injury which is accepted as an industrial accident. Thereafter, the dollar value paid by the City shall be converted to the employee's regular hourly wage rate and charged on an hourly basis against the employee's accrued compensatory time, sick leave and vacation, in that order. After the first six months of time loss and exhaustion of the employee's accrued compensatory time, sick leave and vacation, supplemental payments shall cease. Following the exhaustion of the employee's supplemental benefits under this article, the employee shall only receive Workers' Compensation benefits as provided under state law.

**ARTICLE 22: Bereavement Leave.**

A leave of absence with pay may be granted an employee when a death in the employee's immediate family requires the absence of an employee to make funeral arrangements or attend the funeral. The employee may take up to five days leave if the funeral is in or within 250 miles of Coos Bay, OR, and up to seven days if the funeral is more than 250 miles from Coos Bay, OR. Should circumstances require an employee be absent in excess of the allotted leave of absence, the days in excess may be charged against accumulated sick leave, with the City Manager approval. As used in this article, "immediate family" means husband, wife, parents, stepparents or parents-in-law, grandparents, grandparents-in-law, siblings, siblings-in-law, children or stepchildren, grandchildren, and/or other dependents of the employee in loco parentis, and qualified domestic partners and their children, grandchildren and parents.

**ARTICLE 23: Jury Duty.**

An employee duly summoned for jury duty will not suffer loss of pay. The employee shall transfer to the City any and all compensation paid to the employee for jury duty, less mileage allowance received, and receive the employee's regular compensation for the time absent.

**ARTICLE 24: Family Medical Leave.**

- A. The City shall provide employees with family medical leave pursuant to ORS 659A.150 – 659A.186. During the period of family medical leave, the employee shall not accrue seniority or any other employment benefits or rights during any portion of the leave period in which the employee is in unpaid status, unless required by law.
- B. Any employee taking family leave may elect to take the entire leave without pay. If the employee wishes to utilize paid leave, the employee shall first use accrued sick leave or accrued compensatory time, and may then use accrued vacation. When all accrued paid leave is exhausted, the balance of time available for family medical leave shall be without pay. If the employee wishes to take family medical leave, the employee shall give at least fifteen days' notice to the City, unless the need to take family medical leave results from an unexpected serious health condition of the employee or the employee's immediate family, an unexpected illness, injury, or condition of a child of the employee which requires home care, or

a premature birth, unexpected adoption or foster placement, in which case no notice need be provided.

**ARTICLE 25: Americans with Disabilities Act.**

The City and the Union shall consult and cooperate in making reasonable accommodations under the Americans with Disabilities Act.

**ARTICLE 26: Leave Without Pay.**

A leave of absence without pay for up to six months may be granted by of the City. Leave will not be granted if an employee has accrued vacation or other paid leave available. Employees shall not accrue seniority, benefits or any compensation whatsoever during leave without pay. Insurance coverage will be continued at the expense of the employee upon his or her request.

**ARTICLE 27: Clothing and Uniforms.**

- A. The City will provide and launder coveralls for employees who are required to wear coveralls as part of their regular work assignment.
- B. Upon request by the employee, the City will provide one rain suit as needed by employees who are outside workers, who shall keep the rain suit for use on the job, and who shall replace the rain suit if lost, or destroyed as a result of the employee's negligence.
- C. No more than once per year, the City shall purchase Shops, Engineering, Parks, Street, and Library Courier employees appropriate work related footwear which meets the minimum ASTM "F2413-11" standards. The City will purchase the employee's boots on as needed basis but not more than once per year. The City will pay up to \$225 for the footwear. Employees will be responsible for payment of any additional cost. Employees will be required to wear the City purchased footwear when carrying out their duties for the City. By July 29, 2016, a Union designated member shall present to the City's Operations Administrator a list of up to five (5) different footwear options for eligible employees to select from. The list shall also identify the local business where said footwear may be purchased. The City's Operations Administrator will confirm that the selected footwear meets the minimum ASTM "F2413-11" standards and cost.
- D. The City shall purchase for each Shops, Engineering, Parks, and Street employee six (6) high visibility colored safety tee shirts, one (1) high visibility colored wool cap, and one (1) reflective safety jacket. Because of the administrative functions performed by engineering staff, engineering staff shall have the option to choose one (1) high visibility safety vest in lieu of receiving safety shirts. All new safety clothing purchased by the City will include the City's logo. The City will purchase the vests, shirts and wool caps by August 31, 2016. The City will replace said employees' reflective safety jacket when an employee's existing jacket is no longer functional and is in need of replacement (as determined by the City Operations Superintendent). The new jacket will have the City's logo. New clothing shall meet *The American National Standard for High-Visibility Safety Apparel and Headwear, (ANSI/ISEA 107-2010)* as appropriate and as determined by the City Operations Administrator. The City purchased clothing will only be replaced once per fiscal

year and only if the existing clothing is no longer functional and is in need of replacement (as determined by the City Operations Superintendent). The City Operations Superintendent will provide replacement garments from stock kept on hand by the City. Employees are responsible for laundering the City provided clothing and employees' clothing shall be clean and neat at the start of the work shift. Employees are required to wear the clothing, as appropriate for the weather conditions, while carrying out duties for the City. The employees will be required to return City purchased clothing to the City at the end of their employment with the City.

**ARTICLE 28: Continuing Education Incentive:**

Employees may request compensation for the costs of college level course work relevant to their role in the organization. Whether a course is relevant or not shall be at the City's sole discretion. Reimbursement will be limited to \$750.00 per fiscal year per union employee. Those seeking tuition and instructional material costs reimbursement must make a request in writing to their department head for approval prior to the employee's enrollment of participation. Reimbursement for college level course work will be determined by the letter grades received by the student.

Letter Grade "A" = 100% tuition reimbursement

Letter Grade "B" = 80% tuition reimbursement

Letter Grade "C" = 70% tuition reimbursement

Letter Grade "D" or below = 0% tuition reimbursement

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

**ARTICLE 29: Employee Insurance Coverage.**

- A. For the term of this agreement, the City agrees to provide dental and vision insurance coverage for employees and their dependents that is equal on the whole to that presently in effect, unless another plan is mutually agreed upon, and medical insurance coverage that is substantially similar on the whole to the Regence High Deductible Health Plan with Health Savings Account (HDHP w/HSA2) unless another plan is mutually agreed upon. Parties agree that benefit changes during the term of this agreement that are mandated by the Affordable Care Act (ACA) are not subject to bargaining. During the term of this agreement, full-time employees shall pay a co-pay equal to 10% of the cost of the full premium for employees, their dependents as well as qualified domestic partner grandfathered in prior the legalization of same sex marriage in Oregon. For part-time employees, the employee shall pay a 10% co-pay, but coverage shall be for the employee only; a part-time employee who wishes coverage for their dependents and grandfathered qualified domestic partner shall pay the full cost of such coverage. The City shall make available to employees an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, the employee's contribution to medical, dental and vision premiums.
- B. The City shall contribute 100% of the HDHP plan deductible (currently \$2,500 for a single and \$4,000 for two or more) into eligible employee's HSA accounts for the employee's use for any eligible medical charges. On or about January 1st of each

year during this agreement the City will contribute the full deductible into eligible employee's HSAs.

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

The City will make the maximum contribution to HSAs allowable by IRS rules and regulation to married employees who are both working for the City. The City shall contribute the remainder part of the two HDHP plan deductibles into an HRA VEBA.

Contributions to HSAs and/or HRA VEBAs for mid-year hires will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the deductible (currently \$2,500 for a single and \$4,000 for two or more) and deposit 1/12 of the employee's deductible in the employee's HSA and/or HRA VEBA account. This will continue each month through the month of December as long as the individual is still a City employee.

If an employee's status changes (they move from single to two or more) within the first three quarters of the calendar year (January through September) the City will make an additional contribution, that being, the difference between single to two or more, into the effected employee's HSA and/or HRA VEBA for those months during which the employee's status was changed.

If after receiving a calendar year's contribution into an HSA and/or HRA VEBA, an employee retires, or resigns 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 and/or HRA VEBA 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 and/or HRA VEBA contribution.

- C. The City shall make available to employees an IRS Section 125 premium conversion plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis the employee's contribution to the health, vision and dental premiums, as permitted by law. The City shall make available to employees an IRS Section 125 plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis an employee's contribution to their HSA up to a limit set by IRS rules and regulations. The City shall make available to employees an IRS Section 125 plan, under the terms of which an employee may elect and instruct the City to withhold on a pre-tax basis an employee's contribution to their FSA up to a limit set by IRS rules and regulations. The City agrees to pay both the set up cost and administrative costs associated with the FSAs.
- D. 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). The City shall pay the full premium

for such coverage. Increases in cost of health insurance shall be considered by the parties in negotiations.

**ARTICLE 30: Safety Committee.**

- A. The City and the Union agree to form a safety committee. The committee shall be composed of three representatives of management and a maximum of five (5) representatives from the Union, with a minimum of one representative each from the Library, City Hall, and from a department other than Public Works. The City Manager shall appoint a Safety Officer, who shall keep minutes of each meeting, and shall distribute copies of the minutes to all committee members, Department Heads and Union members. The minutes shall include findings and recommendations, and, if the committee is unable to reach a consensus, minority and majority recommendations.
- B. The safety committee shall meet at least once every month, and shall have the following duties and powers:
  - 1. The Committee may make periodic inspections of the City's facilities;
  - 2. The Committee will investigate the causes and prevention of reportable accidents and injuries, as defined by OSHA;
  - 3. The Committee may promote the education of employees on health and safety issues.

**ARTICLE 31: Management Rights.**

- A. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this agreement and in the City's written policies consistent herewith. The City retains all its customary, usual and exclusive rights, its decision-making and other prerogatives, and all other functions and authority arising from incidental to its responsibility to manage the affairs of the City. The City shall have no obligation to bargain with the Union with respect to any subjects covered by the terms of this agreement nor any subject which was or might have been raised in the course of collective bargaining. The City shall have the unqualified right to unilaterally modify any permissive employment condition not covered by the terms of this agreement without bargaining either the decision to do so or its impact on the bargaining unit, except as hereinafter provided.
- B. Without limitation, but by way of illustration, management rights of the City shall include the following:
  - 1. To determine the specific programs and services to be offered by the City, and the methods, means, and facilities by which they shall be effectuated.
  - 2. To determine the nature and qualifications of employees, to introduce and assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and time off.

3. To hire, promote, train, retain, layoff, suspend with pay and to discipline employees for just cause, and to discharge probationary employees at will.
4. To implement new, and to revise or discard, whether in whole or in part, procedures, materials, equipment, facilities and standards.
5. To eliminate, reorganize, or combine the work of the City.
6. The City shall not be limited, confined or restricted by past practice, rule, custom or regulation in making changes in policies, procedure, rules or regulations to carry out the mission of the City.
7. To contract or subcontract work as may be determined by the City, provided that the impacts of such action must be negotiated upon request.

### **ARTICLE 32: Union Leave.**

The Union shall be credited with forty (40) hours of union leave at the beginning of each fiscal year. Unused leave shall not be carried over into the next fiscal year. Leave shall be with pay, and shall be for conducting Union business, training classes relating to collective bargaining and negotiations with the City.

No more than two members will be allowed off at the same time utilizing the union leave bank for training and such leave will be at the mutual agreement of the City and the Union.

All requests for union leave shall be authorized by the union president or another union officer. The bargaining unit member who will utilize union leave shall provide forty-eight hours advance notice of such utilization to his or her Department Head, and shall provide an accounting of the hours utilized to his or her Department Head, in writing, within two days of the date the leave is used. If no accounting is provided, the Department Head shall estimate the time taken for union leave, which shall be binding on the Union. Employee members of the Union shall not suffer any loss of pay while participating in bona fide negotiations between the Union and the City, provided, however, that the number of employees be limited to four (4) at any one time.

### **ARTICLE 33: Savings Clause.**

The provisions of this agreement are severable; if any section, subsection, sentence or clause shall be found by a court of competent jurisdiction to be invalid or unconstitutional, the remaining sections, subsections, sentences or clauses shall remain in full force and effect, notwithstanding the invalidity or unconstitutionality of the section, subsection, sentence, or clause. Should any provision be declared invalid or unconstitutional, the parties shall enter into negotiations within ten days of final judgment.

### **ARTICLE 34: Personnel Records.**

The City shall maintain one (1) official personnel file on each employee, which shall be confidential to the extent provided by Oregon public records law. Access to personnel files shall be limited to authorized supervisory and management employees, and clerical employees responsible for maintaining files. Employees may inspect the contents of their official personnel file upon request.

- B. Documents included in the official personnel file will be dated, and no document relating to performance or disciplinary action will be placed in an employee's official personnel file without the employee's knowledge. Employees shall have an opportunity to attach a statement of rebuttal to any information placed in their official personnel file.
- C. No document may be removed from the official personnel file except pursuant to a determination by the City Manager (1) that the particular document is not accurate or (2) is no longer relevant or timely to any personnel or performance matter. In order for any document to be removed from an official personnel file, the employee must petition the City Manager for removal, based on the criteria hereinbefore stated. All material removed from an official personnel file will be given to the employee. A copy of all material removed will be maintained, outside of the personnel file and the personnel filing cabinet, and in a secured location for the period required by public records retention schedule.
- D. No disciplinary action which has been removed from an employee's personnel file pursuant to this Article may be introduced by either party in subsequent disciplinary proceedings.

**ARTICLE 35: Furnishing Contract to Members.**

The Union agrees to furnish each employee of the bargaining unit with a copy of this Agreement at the time of hire. The cost of printing and assembling the copies of this Agreement will be borne by the City.

**ARTICLE 36: Notice of Unilateral Changes.**

The City will provide the Union with changes to existing policies or new policies and directives at least fourteen days prior to the effective date; unless the City Manager determines that emergency operational need dictates an earlier or immediate effective date. Although such a directive may become effective immediately, Article 13 of the Agreement shall nevertheless apply.


**ARTICLE 37: Term of Agreement.**

- A. This agreement shall be effective retroactive from July 1, 2016, and shall remain in full force and effect through June 30, 2019.
- B. During the negotiations which resulted in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject of collective bargaining, and all the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this agreement. The City and the Union, for the life of this agreement, agree that this agreement represents the complete and total understanding as to all matters which are the subjects of collective bargaining between the parties, and each agrees that the other shall not be obligated to bargain with the other with respect to any subject of collective bargaining not contained herein. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right to and each agrees that the other shall not be obligated to bargain collectively any term or condition of employment contained herein, unless mutually agreed upon, even though such subject may not have been

known or contemplated by either or both of the parties at the time they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control.


- C. This agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless the City or the Union gives written notice to the other not later than December 15 prior to the expiration date of the agreement, or any renewal term thereof, of its desire to modify the agreement for a successor agreement. The agreement shall remain in full force and effect during the period of negotiations.

**CITY OF COOS BAY:**

  
\_\_\_\_\_  
Rodger Craddock,  
City Manager

5-23-14  
Date

**AFSCME Local 2892:**

  
\_\_\_\_\_  
Rodney McCambridge,  
Council Representative  
AFSCME Council 75 - Bargaining Team

5-19-14  
Date

  
\_\_\_\_\_  
Debbie Erler, President

May 19, 2016  
Date



**APPENDIX A**

**City of Coos Bay Salary Schedule - Effective July 1, 2016**

	AFSCME							100.0%
	I	II	III	IV	V	VI	VII	
GIS Coordinator	5088	5289	5502	5723	5950	6188	6343	
Engineering Svc Coord. Supv.	4691	4879	5075	5277	5487	5707	5848	
GIS Specialist	4625	4809	5001	5202	5409	5625	5767	
Codes Inspector II/Engr. Svc Coord. Non Supv.	4513	4692	4882	5077	5281	5490	5628	
IT Administrator	4220	4387	4563	4747	4935	5133	5262	
Intermediate Accountant	4168	4334	4509	4688	4876	5072	5198	
Codes Inspector I	4127	4292	4464	4641	4827	5020	5146	
Foreman (Maintenance)	3829	3982	4141	4306	4477	4657	4773	
Planner I	3829	3982	4141	4306	4477	4657	4773	
Finance Assistant	3781	3932	4089	4252	4423	4601	4715	
Engineering Tech, Codes/Planning Tech	3603	3748	3897	4052	4215	4385	4493	
Mechanic II, Master Mechanic	3603	3748	3897	4052	4215	4385	4493	
Lead Maintenance Worker II	3594	3737	3885	4041	4202	4370	4479	
PC & Peripherals Technician	3574	3717	3866	4020	4181	4349	4457	
Engineering Aide II/Draftsman	3443	3580	3724	3873	4028	4190	4295	
Office Mgr., Data Base Specialist	3443	3580	3724	3873	4028	4190	4295	
Maintenance Worker II	3434	3571	3714	3864	4018	4177	4282	
Accounting Technician I	3363	3499	3638	3784	3935	4092	4195	
Plan Tech/Codes Enforce/Econ Dev Asst	3345	3479	3617	3762	3913	4069	4170	
Librarian	3234	3362	3496	3635	3782	3935	4031	
Codes/Planning Spec, Contract Admin Spec	3170	3296	3427	3563	3707	3857	3951	
Maintenance Worker I	3150	3276	3407	3545	3684	3833	3928	
Engineering Aide I	3146	3273	3403	3540	3681	3829	3924	
Codes Specialist, Secretary, PW Admin Clerk	3048	3171	3298	3431	3568	3711	3804	
Library Assistant II	2907	3023	3144	3271	3401	3538	3626	
Library Assistant, Reference Service Asst., ILL/Outreach, ILL/Outreach/Courier	2720	2828	2942	3060	3183	3308	3392	
Clerk Typist	2656	2761	2873	2987	3108	3231	3312	
Parks Utility Worker	2237	0	0	0	0	0	0	
Courier Driver	2054	2136	2222	2311	2403	2500	2562	

