COLLECTIVE BARGAINING AGREEMENT BETWEEN

HOOD RIVER FIREFIGHTERS A I F 3256

AND

city of HOOD RIVER est. 1895

JULY 1, 2026 to JUNE 30, 2030

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Article 1: Preamble

1.1 This agreement is entered into by and between the City of Hood River, hereinafter referred to as the "City", and the Hood River Fire Fighters Association, Local 3256, IAFF, hereinafter referred to as the "Union".

1.2 It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

1.3 The City and the Union agree to cooperate to promote the productive use of personnel and equipment to best secure for the citizens of the City of Hood River the maximum productivity, efficiency, and safety for their tax dollar.

Article 2: Recognition

2.1 The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Hood River Fire Department except the Fire Chief and Fire Marshall.

2.2 Should new classifications be established by the City and added to this unit and/or should the Employment Relations Board order that new classifications should be added to the unit, then the parties will meet and negotiate employment conditions for those newly added classifications.

2.3 A Part-time employee shall be defined as any employee who regularly works less than twenty (20) hours per week.

2.4 A Seasonal employee shall be defined as an employee hired to work for less than six (6) months in any twelve (12) month period.

2.5 Part-time and Seasonal employees shall not acquire any seniority rights. The Union Security provisions of this agreement shall apply to Part-time employees but shall not apply to Seasonal employees.

2.6 Part-time and Seasonal employees may only be employed to cover bargaining unit members voluntary leave, unusual workloads, or when necessary for seasonal factors, and if no full-time bargaining unit member is available to perform such work on a non-overtime status.

Article 3: Union Security

3.1 The City agrees to deduct dues and assessments in an amount certified by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be

remitted monthly by the City to the Secretary-Treasurer of the Local Union. Authorizations for deductions shall remain in effect unless written revocation of such authorizations is submitted to the Union and Human Resources. In the event written revocation is submitted, the revocation will become effective the first of the month following submission.

The City will provide to the Union a monthly statement of dues deductions, and if possible, an explanation why a change in deductions for any particular person occurs. The Union will provide the City with an annual list of employees authorizing deductions and will notify the City when there is a change in the employees authorizing dues deductions, fees and assessments.

3.2 The Union shall indemnify, defend, and hold the City harmless against all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City in fulfilling the obligations imposed on the City under this article inclusive of the provisions of ORS 243.806(8)(b) and (10)(a)(b).

3.3 Membership or non-membership in the Association shall be the individual choice of the employees covered by this agreement.

3.4 The parties acknowledge other lawful requirements of ORS 243.796-243.806 if not addressed in this Collective Bargaining Agreement.

Article 4: Union Activity and Business

4.1 There shall be no discrimination, interference, restraint, or coercion by the City or the Union against any employee for the employee's activity on behalf of, or membership in, the Union.

4.2 One Union representative and the grieving party shall be granted time off without loss of pay to administer the grievance procedure.

4.3 Union representatives, up to three (3), may utilize accrued vacation time, comp time, or holiday time for attendance at regular and special meetings, conventions, seminars, and conferences, subject to the articles or sections of this Agreement.

4.4 Three members of the Union negotiating team shall be allowed time off without loss of pay for all negotiation meetings, which will be mutually set by the City and the Union.

4.5 Union designated representatives, up to three (3), may use reasonable time on duty to engage in the following activities:

(a) Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;

(b) Attend investigatory meetings and due process hearings involving represented employees;

(c) Participate in or prepare for proceedings under 243.650 to 243.806, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;

(d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;

(e) Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters;

(f) Within 30 days of hire for a new employee, to provide information regarding a collective bargaining agreement to newly hired employees at an individual or group employee orientation meeting, for up to 30 minutes of the newly hired employees' compensable time, or at any other meetings that may be arranged for new employees.

(g) To testify in a legal proceeding in which the public employee has been subpoenaed as a witness, as provided by ORS 243.798

4.6 The City agrees to maintain a suitable bulletin board in a convenient place to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

Article 5: General Provisions

5.1 This Agreement and any amendments to this Agreement shall be available to all employees, including new hires, electronically within thirty (30) calendar days from date of execution of this Agreement, or the effective date of any amendments.

5.2 Employees required to use their private vehicles for department business shall be compensated at the current rate per mile established by the Internal Revenue Service.

5.3 The City shall show good faith in attempting to provide adequate parking spaces adjacent to all department facilities, fire stations, and work sites for employees on duty without cost to employees.

5.4 Employees shall be required by the City to contribute financially to congregate meals in the Fire Station at a charge equal to the value of the meals.

5.5 All appendices and amendments to this Agreement shall be numbered (or lettered), dated, and signed by the parties and shall be incorporated into the next Agreement, as appropriate.

5.6 The City shall provide the UNION a copy of the complete City budget at reasonable cost.

5.7 It shall be understood by all members of the bargaining unit that their position with the City serves as their primary employment. Outside employment shall not conflict with their position as a City employee.

5.8 Emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state which calls for immediate action.

Article 6: Management Rights

6.1 The City retains all customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the department covered by this agreement. The rights of employees in the Bargaining Unit and the Union are limited to those specifically set forth in this agreement and are subject to Article 8 (Mandatory Existing Conditions), and the City retains all prerogatives, functions, and rights not specifically limited by a specific article or section of this agreement.

Article 7: Rules and Regulations

7.1 It is agreed by the parties that the City of Hood River Personnel Policy, as amended from time to time, shall apply to Bargaining Unit employees, provided, however, that no section of the personnel policy shall apply if the subject matter is directly addressed by specific provisions of this Agreement.

Article 8: Mandatory Existing Conditions

8.1 Except as otherwise provided herein, any change in direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and other mandatorily bargainable conditions of employment enjoyed by members of the Bargaining Unit prior to ratification of this Agreement, which are not included in this Agreement, is subject to bargaining in accordance with ORS 243.698 before any change becomes effective.

Article 9: Probation

9.1 New employees shall be on probation without seniority for a period of one (1) year from date of hire. The City, in its sole discretion, may discipline, discharge, or lay-off an employee during the probationary period without recourse by anyone to the grievance procedure.

9.2 Probationary employees may utilize the grievance procedure for recourse of grievances related to non-disciplinary subjects. There shall be no seniority afforded to probationary employees in case of lay-off, bumping and recall, provided that each employee shall accrue seniority in their individual classification retroactive to the last date of hire as a regular full-time employee upon successfully completing the probationary period. Upon completion of the probationary period, each new employee shall acquire rights as of their date of hire.

9.3 The City, in its sole discretion, may extend the probationary period for any employee for an additional period not to exceed ninety (90) calendar days if the City determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the City shall meet and confer with the employee and Union representative prior to any such extension and shall document such extension in writing.

Article 10: Seniority

10.1 Seniority shall be determined by continuous service in the bargaining unit calculated from date of hire. Seniority (continuous service) shall only be interrupted by:

(a) Resignation, termination, or retirement, or promotion pursuant to Article 10.3.

(b) Absence due to lay-off for a period of six (6) months or until the beginning of the next fiscal year, whichever is greater; and

(c) Any period of approved voluntary unpaid leave of absence greater than six (6) months, unless prohibited by law.

10.2 Promotions within Represented Classifications: An employee who is/was promoted, shall serve a probationary period of twelve (12) months. If, during that period, the employee fails to perform the duties of the new position satisfactorily, or the employee chooses, the employee will be permitted to return to the employee's former position without loss of seniority. The employee's return to their previous position shall not be counted as any form of progressive discipline.

10.3 Promotions to a Non-Represented Classifications: An employee who is promoted to a non-bargaining unit position within the Fire Department may return, including at the employee's election, to the employee's former position within twelve (12) months of promotion without loss of seniority. An employee who serves for longer than twelve (12) months in a non-represented position will lose their seniority within the bargaining unit and shall not be permitted to return to their former position unless through following the process for a posted position. This section does not apply to disciplinary termination while in the promoted position, and this section does not impose any other additional rights to the non-represented employee.

10.4 When two (2) or more employees have the same date of hire, seniority shall be based upon:

(a) The length of previous experience as a volunteer with the Hood River Fire Department; and if no employee shall have any previous Hood River Fire Department volunteer experience, then

(b) Drawing of lots from a closed container with a representative of the Union and the City supervising and participating in the draw.

10.5 The City shall maintain a current seniority list and share with the Union upon request. This list shall be used whenever called for by specific articles or sections of this Agreement and in such other cases as may be agreed upon by the City and the Union.

Article 11: Personnel Reduction

11.1 In the case of personnel reduction, the employee with the least amount of seniority within the City of Hood River Fire Department shall be laid off first. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid-off employees have been notified (in writing via personal email address and mailing address), of the opportunity to return to work and fail to do so within fifteen (15) calendar days after mailing to the employee's last known email and mailing addresses. Should an employee fail to respond to a recall notice within the time specified, the employee shall be deemed to have forfeited all recall rights and seniority.

11.2 It shall be the responsibility of the laid-off employee to maintain with the City a current mailing address, email address, and telephone number at which they may be contacted as a qualification for eligibility for recall.

Article 12: Temporary Light Duty Assignments

12.1 From time to time, bargaining unit employees suffer injury or illness (whether an on-the-job or off-duty), which results in their inability to perform the essential functions of their job classification with or without accommodation.

12.2 Based upon a good faith operational analysis and its obligations under the law, the City shall determine the availability of any temporary light duty assignment available for an injured employee at any particular time and the duration thereof. Light duty assignments will factor in the qualifications of the employee, and any work limitations as determined by the employee's health care provider. A temporary limited duty assignment shall generally not exceed 180 days. Priority for available temporary limited duty assignments will be generally given to any employee who has suffered an on-the-job injury or occupational illness and will be made based upon the operational needs of the City.

12.3 Any employee who is assigned a light duty assignment, per this Article, shall continue to receive all compensation and fringe benefits as detailed in specific articles or sections of this Agreement, including accumulation of seniority, attached to the employee's normally assigned position for the period of the light duty assignment. However, employees provided temporary light duty assignment per this Article are not subject to notification of work schedule changes as otherwise described in this Agreement and at the City's discretion, they may be moved to a 40-hour schedule for all or part of the duration of the light duty assignment.

12.4 If an employee (who has suffered an on-the-job injury or occupational illness) refuses a light duty assignment, FMLA leave will start immediately upon their refusal, per applicable law.

Article 13: Discipline and Discharge

13.1 Forms of discipline shall include oral and written reprimands, suspension, demotion, and termination. Regular employees shall be disciplined only for just cause. Probationary employees may be terminated "at will." All disciplinary actions against regular employees, except oral reprimands, may be protested as a grievance through the grievance procedure.

Article 14: Grievance Procedure

14.1 A grievance is defined as a dispute which may arise between the parties over the application or interpretation of this Agreement. Should such dispute arise, the following steps shall be used:

Step One. The employee or employees, or the representatives of the Union, shall present a grievance in writing to the Fire Chief or designee within fifteen (15) days from the date on which the employee knew or should have known of the grievance. The written grievance shall include a statement of all relevant facts known to the employee, the provision(s) of the agreement alleged to be violated, and the remedy sought. The Fire Chief shall deliver a written response within fifteen (15) days of receipt of the grievance.

Step Two. If the grievance remains unadjusted, the employee or the Union shall present the grievance in person, in writing, or via email to the City Manager or designee within fifteen (15) days of the date the employee or the Union receives the response of the Fire Chief. The City Manager shall meet with the aggrieved employee and the Union representative within fifteen (15) days of the date on which the employee's appeal is received. Within fifteen (15) days of the date that the City Manager meets with the employee, the City Manager shall provide a written decision to the employee.

Step Three. If the decision of the City Manager is unacceptable to the Union, the Union may within fifteen (15) days of the date of receipt of the written decision notify the City Manager in writing that the Union intends to submit the matter to arbitration. The Union

shall contact the Oregon State Conciliation Service and request a list of seven (7) arbitrators. Both the City and the Union shall have the right to strike three (3) names from the list. The order of striking shall be determined by lot. The process shall continue until only one (1) named arbitrator remains and that person shall serve as arbitrator and shall set a time and place for hearing which is agreeable to both parties. The losing party shall be responsible for the expenses and fees of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

14.2 All references to "days" in this Article shall mean calendar days, excluding recognized holidays. Time limits referred to in Section 14.1, above may be waived upon mutual written consent.

14.3 Employees and employee representatives shall not suffer any loss of compensation as a result of time spent in submitting and/or presenting grievances in oral or written form as required by the grievance procedure.

14.4 If the grievant or the Union fails to advance the grievance within the time limits provided in this agreement, the grievance shall be deemed resolved and the grievant and Union's right to advance the grievance through subsequent steps of the grievance arbitration procedure will be waived. The grievant and/or the Union shall have no right to proceed further through the grievance procedure. If the City fails to respond to the grievance within the time limits set forth herein for response, the grievance shall be deemed granted and the remedy requested shall be implemented. It is the intent of the parties that the time limits provided in the grievance procedure are absolute, and failure of one party to process in accordance with those time limits shall constitute a waiver of its right to proceed further through the grievance procedure.

14.5 The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's Decision and Award shall be based on their interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The Award of the Arbitrator shall be final and binding on the City, the Union and all employees involved.

Article 15: Personnel File

15.1 No material in any form which can be construed to be derogatory shall be placed in the employee's personnel file unless they have been allowed to read such material, to sign such material indicating receipt only, and unless they are given an opportunity to respond in writing to this derogatory material which shall be retained in the employee's personnel file as long as the derogatory material is contained therein.

15.2 If the employee refuses to sign any document, the employee's supervisor shall sign the

document stating the date on which the employee was provided a copy of the document. The employee's supervisor shall sign the document in the presence of a Union representative.

(a) No portion of an employee's personnel file shall be made available to the public for examination except as provided in the Oregon public records law, ORS Chapter 192 or as otherwise required by law. Nothing in this article shall prevent the City from utilizing the contents of an employee's personnel file for advancement or discipline, provided the personnel file documents are dated less than three years from the date of incident, with the exception of harassment or drug and alcohol incidents. In the event the employee is disciplined for the same or similar conduct during this period, the three years shall be measured from the most recent incident. Personnel file materials may be used by the City for the purpose of establishing an employee's knowledge of a rule, policy or practice. They may also be used to establish consistency, lack of discrimination or compliance with legal obligations.

15.3 Any employee, upon request, shall have access to his personnel file and shall have the right of reproduction of his personnel file in full or in part.

15.4 Only employee files kept by the City shall constitute an employee's official personnel file.

15.5 At any time, an employee may submit a written explanation to any derogatory information in an employee's personnel file, as long as the explanation is signed and dated.

Article 16: Salaries

16.1 Wages:

Effective July 1, 2026, Step 1 will be increased by 4.0%.

July 1, 2026 - June 30, 2027

4% Increase

Straight Time Base Wage - 56 hour Work Week **Based on Annual Hours - 2920**

Monthly - 243.33

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Engineer	30.19	31.1	32.03	32.99	33.98
Monthly	7346.23	7567.67	7793.97	8027.57	8268.47
Lieutenant	36.36	37.45			
Monthly	8847.6	9112.83			
Captain	40.07	41.28			
Monthly	9750.37	10044.8			

*Note- Steps for each classification are 3% apart; classifications are 7% apart

Effective July 1, 2027, Step 1 will be increased by the CPI-U West Region as reported for December 2026 (12-month change) with a minimum of 3% and maximum of 5%.

Effective July 1, 2028, Step 1 will be increased by the CPI-U West Region as reported for December 2027 (12-month change) with a minimum of 3% and maximum of 5%.

Effective July 1, 2029, Step 1 will be increased by the CPI-U West Region as reported for December 2028 (12-month change) with a minimum of 3% and maximum of 5%.

Steps for each classification are 3% apart; classifications are 7% apart.

The City reserves the right to place newly hired employees on higher salary steps as deemed necessary based upon the new hire's relevant experience, knowledge, skill, and ability.

16.2 Pay days: Employees are paid bi-weekly. In a full calendar year, there will be a total of twenty-six (26) pay periods.

16.3 EMT Certification Pay:

Employees who maintain a current certification of Oregon EMT-Intermediate will receive premium pay equal to 5% of the employee's base hourly rate.

Employees who maintain a current certification of Oregon Paramedic will receive premium pay equal to 10% of the employee's base hourly rate.

Certification pay is not cumulative and only paid for one or the other certification.

16.4 Longevity: Employees with continuous service within the City Fire Department are eligible for an additional incentive premium of base hourly wage as follows:

Months of Continuous Service:	% of base hourly wage
Upon completion of 120 months:	0.5%
Upon completion of 180 months:	1.0%
Upon completion of 240 months:	1.5%

These values are not cumulative.

Effective July 1, 2028, each tier of longevity will be increased by 0.5%.

Effective July 1, 2029, each tier of longevity will be increased by an additional 0.5%.

Article 17: Hours of Work

17.1 The work period for the City of Hood River Fire Department shall be twenty-four (24) calendar days as applicable under FLSA (7)k. The tour of duty shall be forty-eight (48) hours in length, beginning at 7:30 A.M. and ending at 7:30 A.M. the second day following. This tour of duty shall be followed by ninety-six (96) hours off, subject to other specific articles or sections of this Agreement.

17.2 Shift Trades: The City will allow employees to trade work time for each other so long as:

(a) The person working the trade time is qualified to perform the duties of the position;

(b) The Fire Chief or designee has been notified and has approved the trade; and

(c) The practice of trading time does not affect an employee's training requirements or ability to do the work assigned to their position.

(d) The trade time is not utilized for purposes of acquiring a call shift; and

(e) Trade time is not utilized so as to result in an employee being paid for more than 24 hours in a 24-hour period, nor shall it create an overtime obligation on the part of the City.

Time worked in trade for another person will not constitute "time worked" for purposes of the FLSA or Oregon law so long as the request to trade time originates with an employee, not the employer.

The City shall not be obligated to enforce any trade time obligation by any means, which shall be the sole responsibility of the employees involved.

17.3 The City shall set up a master schedule for a two (2) month period in advance which incorporates the 24-day cycle. This master schedule shall be posted electronically and shall show shift, workday and hours assigned.

17.4 Shift Vacancies, Adjustments and Other Hours Outside of Regularly Scheduled Shift.

Slides are defined as adjustments of shifts, in reverse seniority order, for appropriate coverage that do not alone/independently cause overtime.

Employees providing sixty (60) days or more notice for time off will be granted time off when coverage can be provided through a slide. However, slides will not be utilized for vacation, holiday, or compensatory time if the slide would cause the slid employee to move onto one of the following holidays:

- Fourth of July
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

Shift adjustments with less than sixty (60) days' notice: employees may be slid by mutual agreement between employees.

Vacant Shifts and Other Hours: Subject to the City's operational needs, vacant available shifts and work hours known in advance will be filled using the order back policy. In the event a vacant shift is filled consistent with the order back policy, such assignment will be paid as overtime.

Unscheduled work hours as a result of emergency or unforeseen circumstances requiring prompt assignment and coverage for operational need will be assigned by the Chief or designee using the order-back policy. Such assignment will be paid as overtime. Emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state which calls for immediate action. Assignment of work may be subject to using computer software programs to record the assignment process.

17.5 The City may schedule the Fire Chief as the City determines to be appropriate, provided that, the City may not schedule the Fire Chief to work a regular schedule in place of a full-time staff member.

17.6 An employee shall not work more than seventy-two (72) consecutive hours without at least twelve (12) hours off-duty unless by mutual agreement between the employee and the Fire Chief based on the circumstances. Employees who are deployed on a state conflagration shall be exempt from the maximum hours worked requirement. If upon return from conflagration an employee has been deployed for 72 consecutive hours or more, the employee will be provided at least 12 hours off duty before required to return to work.

17.7 56-hour employees work 2920 hours per work year.

Article 18: Health & Wellness

18.1 The City and the Union recognize the benefits of a healthy and fit workforce. Both parties agree to support the Fire Department's Health and Wellness program. The details of this program will be contained in a health and wellness policy.

A joint committee will be created and maintained between the City and the Union to oversee this health and wellness program. This committee will be made up of two representatives appointed by the City and two representatives appointed by the Union, and it will facilitate the development of measurable and appropriate performance benchmarks for all aspects of the health and wellness program.

The City will provide notice to the Union of any proposed changes to the health and wellness policy, consistent with ORS 243.698.

Article 19: Overtime and Call-back Pay

19.1 Overtime: Overtime will be paid at the equivalent of time and one-half the employee's regular hourly rate consistent with applicable law. For the purposes of calculating overtime, an employee's regular rate of pay shall include base hourly wage rate, plus all applicable incentives as required by FLSA and applicable law. Consistent with the FLSA (7)k 24-day cycle, employees will be paid overtime for all hours worked in excess of 182 hours in a 24-day cycle. For the purpose of calculating overtime, use of approved accrued leaves for sick, vacation, holiday, and compensatory time will be counted as hours worked. Employees shall be compensated at least one (1) hour for each occurrence. After the first hour, the remaining hours worked and use of accrued leaves will be to the nearest 1/2 hour.

19.2 Court Appearances: Off duty employees required to report to court in connection with their official duties, as an employee of the City, shall receive a minimum of two (2) hours overtime. In order to be eligible for this compensation, employees will be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.

19.3 Compensatory Time: At the election of the employee upon submission of time records, overtime hours worked may be accrued as compensatory time subject to cap limitations.

An employee may accrue a maximum of 96 hours of compensatory time without payment by the City. Overtime worked in excess of 96 hours shall be compensated as overtime. All compensatory time banks will be paid out by the City in the last pay period in June. Compensatory time is scheduled consistent with Article 24.

19.4 Transfer On-call Pay: Employees who are participating in Transfer "On-Call" are eligible for an additional premium based on the number of hours on-call. Employees on-call are not considered to be on-duty; however, employees are expected to be readily available to respond to calls in a timely manner in accordance with current practice. If an employee responds to a call for service, the employee will be paid overtime for all hours worked.

Premium Incentive for On-Call Period:

24 hour On-Call = compensation equivalent to 8 hours overtime
12 hour On-Call = compensation equivalent to 4 hours overtime
6 hours On-Call = compensation equivalent to 2 hours overtime

19.5 Strike Team/Task Force Leader Pay: When department management assigns an employee to standby duty, the employee compensated will equate to 1.0 hour of overtime for 24 hours of standby.

Employees will be governed by the following:

a. Employees shall be ready to respond to calls for their services.
b. Employees shall be readily reachable by telephone or paging device.
c. Employees shall remain within 30 minutes of the fire station.
d. Employees shall not accrue standby pay simultaneously with overtime pay.
e. Employees shall refrain from activities that might impair their ability to perform their assigned duties.

Article 20: Working Out of Classification

20.1 An employee who is requested to accept responsibilities and carry out duties of a position of rank above that which the employee normally holds shall be paid at the rate for that assumed position or rank while so acting. While this is not intended to provide long-term coverage, the Fire Chief and Union President will discuss the assumed position, but this doesn't preclude the City from making the assignment.

Article 21: Uniforms and Protective Clothing

21.1 All uniforms required of employees in the performance of their duties shall be furnished by the City without cost to the employees.

21.2 The City agrees to furnish all protective clothing required by NIOSH and OSHA. and any other special gear or device the Fire Chief feels necessary for the health and welfare of the employees without cost to the employees. Ownership of such items remains with the City.

Article 22: Tuition Reimbursement

22.1 The City shall reimburse all employees for any costs incurred for books, fees, tuition, room and board, and travel expenses upon successful completion of courses related

to the Fire or Ambulance service areas and for all courses completed necessary to complete degrees in Fire or Ambulance service areas, provided that said courses were undertaken with prior City approval.

22.2 All courses and costs deemed necessary or requested by the City for continued employment or career advancement shall be paid by the City.

Article 23: Compensation at Time of Separation

23.1 Any employee, or the employee's beneficiary, who resigns, retires, is dismissed, laid off, dies, or otherwise separated from service, shall be compensated for all wages earned upon separation, including payment for accumulated compensatory time, vacation, and holiday time at the regular rate of pay. Sick leave will be paid out per Article 29.3.

Article 24: Vacation

24.1 Each non-probationary employee shall be eligible for vacation leave with pay after one (1) year of continuous service with the City from date of hire. For the purposes of calculating overtime, the use of approved accrued vacation leave will be counted as hours worked.

24.2 Vacation accruals will be earned monthly based on the following schedule:

From successful completion of probation through 60 months	8.67 hours/mo.
Beginning with 61 months through 120 months	10.84 hours/mo.
Beginning with 121 months through 180 months	13.00 hours/mo.
Beginning with 181 months and thereafter	17.34 hours/mo.

Upon successful completion of probation, an employee will be credited 104 hours of vacation leave and will begin accruing vacation leave on a monthly basis.

24.3 Vacation Scheduling: Preference in vacation scheduling will be by seniority, subject to Fire Chief approval. Annual vacation bidding will be in October of each year for the following calendar year and will include two rounds of bidding for each member based on seniority. After an employee's vacation schedule has been approved, it can only be changed by mutual consent except under emergency circumstances. The City will make its best efforts to call in employees on vacation as a last resort. Vacations shall only be denied if such requested vacation time interferes with normal department staffing requirements or operations.

Employees will use this guide for annual vacation picks.

From successful completion of probation through 60 months	120 hours
Beginning with 61 months through 120 months	168 hours
Beginning with 121 months through 180 months	216 hours
Beginning with 181 months and thereafter	240 hours

Additional vacation and holiday scheduling provisions outside of initial two rounds of bidding are provided by policy.

24.4 It is agreed that an employee can carry forward to the next fiscal year a maximum total of three hundred sixty (360) vacation hours. Any vacation hours in excess of three hundred sixty (360) hours on July 1 of each year shall be forfeited.

24.5 Leave Accrual Clawback: In certain payroll periods, employees may receive leave accruals in advance of the date on which such leave is fully earned. This will occur when there are three pay periods in one month, but the employee receives their full leave accruals in the first two pay periods. If an employee separates from City employment before the advanced leave is actually accrued per the accrual schedules in this Agreement, the City will withhold payment of the value of the unearned (i.e., not accrued) leave hours, to the extent permitted by applicable law.

Article 25: Sick Leave

25.1 Each employee shall accrue twenty (20) hours of sick leave for each month of service from date of hire and be eligible to utilize sick leave with pay as set forth in this Article. For the purposes of calculating overtime, the use of accrued sick leave shall be counted as hours worked.

25.2 Sick leave may be utilized for any of the following reasons:

(a) An employee's own disability, mental or physical illness, injury, health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, including dental or need for preventative medical or dental care;

(b) To care for a family member for any reasons described in (a), above, or to care for a family member with a serious health condition as defined in applicable law, including 471-070-1000(25);

(c) For the birth, adoption, or foster care placement of a child;

(d) To supplement Paid Leave Oregon benefits; and

(e) For any other purpose provided for in this Agreement, ORS Chapter 659A, ORS Chapter 653, OAR 839-007-0020, and the Family Medical Leave Act (FMLA).

For the purpose of this Article and consistent with applicable law, "family member" is defined in City Policy 3.4.

25.3 For foreseeable uses of sick leave, an employee is expected to follow City policy and provide 10 days' advance notice of need to use sick leave. For unforeseeable uses of sick leave, the employee shall notify the employee's supervisor of the employee's absence and the expected length of that absence prior to the time the employee would otherwise have reported to work, or as soon thereafter as possible. An employee is expected to follow City policy regarding contacting their supervisor while out on sick leave.

25.4 The City may at its option, and consistent with applicable law, require an employee to supply medical verification supporting the need for the use of sick leave, which may include requiring a healthcare provider's statement of the nature and identity of the illness, the need for the employee's absence and an estimated duration of the absence. Medical verification may be sought when an employee has used sick time for more than 3 consecutive scheduled workdays or if the City suspects that an employee may be abusing sick time (such as an employee engaging in a pattern of abuse).

The City will reimburse an employee for their out-of-pocket costs related to obtaining medical verification that are not covered by the employee's insurance (ex. copays). It is understood and agreed that employees will obtain verification via email, mail or facsimile, whenever possible.

25.5 An employee shall not work for another employer or engage in self-employment while using their paid sick leave during their scheduled work hours.

25.6 Paid Leave Oregon: The City will comply with its obligations under Paid Leave Oregon (PLO). The City shall also pick up the employee's contribution for PLO.

Upon the employee's request, prorated charges will be made against the employee's accrued leave consistent with the law and as set forth in this Article and City policy. In the event an employee does not specify a preference in order of leave banks at the time that the employee notifies the City of the need to use PLO, sick time will be utilized first, followed by compensatory time, vacation pay, and holiday pay. The employee's portion of the insurance premium will be deducted from any such payments. In the event all paid leave is depleted, the employee will be responsible for paying the employee contribution directly to the City.

25.7 Leave Accrual Clawback: In certain payroll periods, employees may receive leave accruals in advance of the date on which such leave is fully earned. This will occur when there are three pay periods in one month, but the employee receives their full leave accruals in the first two pay periods. If an employee separates from City employment before the advanced leave is actually accrued per the accrual schedules in this Agreement, the City will withhold payment of the value of the unearned (i.e., not accrued) leave hours, to the extent permitted by applicable law.

Article 26: Holidays

26.1 The City distinguishes the following holidays and personal day:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Christmas Day
Personal Holiday

26.2 On January 1 of each year, in lieu of observing the days listed above, each employee will receive 288 hours into their holiday leave bank. Employees may request to take time off using holiday leave bank accruals, consistent with vacation approval in Article 24.3. Each employee may, at their option, take these hours as time off with pay or receive additional pay equivalent to a total of 288 hours per year, paid through regular payroll payments, at the regular rate of pay. Any remaining hours past December 31 of each year will be forfeited.

26.3 An employee hired during the calendar year will receive a proportional amount of hours into their holiday bank leave for work less than a full calendar year. Example: An employee is hired as of April 1. They will receive 216 hours into their holiday leave bank.

26.4 Should an employee separate from the City, they will be paid out a proportional amount of the unused hours in their holiday leave bank, provided that the employee did not use more than this prorated amount prior to their separation. Example: An employee resigns effective March 1, without having used any holiday hours. They will be paid out forty-eight (48) hours from their holiday leave bank in their final paycheck, and the remaining hours will be forfeited.

Should an employee separate from the City and as of their resignation, they have used more than the prorated amount of the hours in their holiday leave bank, the remaining hours in the employee's holiday leave bank will be forfeited and the City will recoup the value of those excess holiday hours used. The City and employee agree to meet to confirm the number of excess hours, and the value of the excess hours to be recouped will be deducted from the employee's final paycheck. Example: An employee resigns effective

July 1, and as of their resignation, the employee has used 240 hours of holiday leave. The City will recoup the value of the 96 hours of excess holiday leave that the employee used in their final paycheck, and the 48 remaining hours of holiday leave will be forfeited.

Article 27: Leave With Pay

27.1 Employees will not suffer a loss in pay for the period of time the employee is required to appear before a court or agency for reasons arising out of City employment as assigned to attend or subpoenaed to appear.

27.2 An employee will not suffer a loss in pay if required to attend for jury selection or service. Any benefit paid by the court to the employee shall be given to the City. Employees who are fully released from jury service during their regular work shift are required to promptly contact their supervisor and may be required to report to work for the remainder of their shift.

27.3 Bereavement Leave: An employee shall be allowed to utilize accrued leave with pay (in the order of sick, vacation, compensatory time, holiday bank time) for absences from work due to a death in the employee's immediate family in accordance with OFLA.

27.4 *RESERVED FOR FUTURE USE*

27.5 Meetings/Drills: Any City requested or assigned authorized drills and meetings attended by off-duty employees will be compensated at overtime, for a minimum of two (2) hours for time attended.

27.6 Required training with advance notice: When requested by the City, and the City gives the employee sixty (60) days or more written notice that the City will require an employee, for educational purposes, to attend conferences, briefings, or other functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills, or professional ability, the City may adjust an employee's schedule to avoid the payment of overtime, but only for the above-listed, required educational purposes.

27.7 Required Training with less than 60 days' notice: When required by the City, and the City gives the employees less than 60 days' notice that the City will require an employee, for educational purposes, to attend conferences, briefings, or other functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills or professional ability, the City shall not adjust the employee's schedule and the employee shall attend the educational purpose and receive one and one-half (1 1/2) the employee's regular rate of pay for all hours outside regularly scheduled working hours , including travel time. Hours spent in such activities that occur during an employee's regularly scheduled work hours shall be paid the applicable rate.

27.8 Employee Requested Training: When requested by an employee, in writing, and the City gives written approval to an employee, for educational purposes, to attend conferences, briefings, or other functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills or professional ability, the City may adjust the employee's schedule by mutual agreement between the City and the affected employee or, if approved by the City, the employee will attend the requested training and receive one and one-half (1½) the employee's regular rate of pay in pay or compensatory time for all hours, excluding travel time.

27.9 If the educational purpose discussed in sections 27.5 - 27.7 above occur while the employee is scheduled to be on shift, the employee shall attend in an on-shift status and return to work at the completion, unless the educational purpose is a multiple-day class or 100 or more miles from the Hood River Fire Department.

27.10 If the educational purpose discussed in section 25.5 - 27.8 is a multiple-day class or is located 100 miles or more from the Hood River Fire Department or the employee's home, if the employee is reporting directly from home, the City will provide the employee lodging. Lodging must be approved by the City.

Article 28: Insurance

28.1 The City offers one health care plan (currently BCBS Copay Plan BNEBA) for its employees, as well as vision and dental insurances, combined called "health insurance". The City agrees to provide family medical-hospital coverage and pay the premium for this coverage up to the limits stated below. Such coverage shall be City County Insurance Service (CCIS) Blue Cross-Blue Shield (BCBS) Copay Plan B PPP (Copay Plan F PPP, VSP 12/12/24 vision coverage (VSP-A) and Delta Dental III. The City will also provide the same chiropractic rider as currently provided to non-represented employees.

The City has adopted the HRA VEBA Medical Reimbursement Plan for Public Employees. The City agrees to contribute to the Plan on behalf of the Union employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The City and Union agree that such eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to $1,500 for employee with family medical coverage; $1,000 for employees with dependent coverage; and $500 for single members. VEBA payments as described above will be made to the employee's VEBA account on January 1 of successive years of the Agreement to coincide with the insurance deductible.

For coverage under the City plan, the following applies:

The City agrees to pay ninety percent (90%) of the premium for employee and/or family

coverage through the term of this Agreement for the health insurance plans. The employees agree to pay ten percent (10%) of the premium, to be deducted from the employees' checks through regular payroll deductions.

28.2 Should the carriers presently providing insurance coverage described above change during the term of this agreement, the City shall notify the Union representative of such change. Prior to the City making any changes to the insurance coverage the City shall notify the Union representative of any proposed changes and will negotiate any changes to the insurance coverage or the insurance carriers prior to the changes taking effect. The City shall notify the Union representative of any changes made to the insurance coverage by the insurance carriers. The City and Union agree that the parties will negotiate any changes made to the insurance coverage or the insurance carriers.

Article 29: Retirement

29.1 The City agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) and pay the employer's contribution.

29.2 Employees are responsible to pay their contribution to the Public Employees Retirement System (PERS). The City shall withhold from salary the employee's contribution, along with other required withholdings, and shall pay the amount withheld to PERS. For the limited purposes of Internal Revenue Code Section 414(h) (2) and related tax statutes, the employee contribution to PERS is deemed a pre-tax contribution.

29.3 Payment of Sick Leave Accruals upon separation of employment: Upon retirement or separation of employment, an employee will be paid a portion of the value of their accrued sick leave, depending on that employee's length of continuous employment, according to the following chart:

Term necessary for vesting: 5 years

Term of Continuous Employment	Percentage
0-60 months	0 percent
61-120 months	5 percent
121-180 months	10 percent
181-240 months	25% percent
241 or more months	30% percent

29.4 All employees will be eligible to participate in a voluntary deferred compensation program offered by the City. In accordance with plan requirements, each newly hired bargaining unit employee will automatically be enrolled in the City's Deferred Compensation program, and the employee will contribute 2% of their base salary per pay

period (pre-tax), unless the employee chooses to opt out or sets a different contribution amount. Employees who participate are eligible to receive a matching contribution from the City of up to 2% of their base salary per pay period. The City's matching contributions shall be deposited into the employee's deferred compensation account each pay period. All matching contributions are 100% vested.

Employees may opt out of the Deferred Compensation program at any time.

Article 30: Savings Clause

30.1 If any specific article or section of this agreement, or the application of such specific article or section, should be rendered or declared invalid by any court or administrative agency having jurisdiction over the subject matter or by reason of any existing or subsequently enacted legislation, the remaining articles or sections of this agreement shall remain in full force and effect. Following the issuance of any such decision or enactment of any such law or administrative rule, the parties agree to negotiate substitute language in accordance with ORS 243.698.

Article 31: Policy on Alcohol and Drug Abuse

31.1 Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the public, the City, the affected employee and his co-workers. The parties have a mutual interest in preventing and rehabilitating employees with substance abuse problems.

31.2 All bargaining unit employees will be provided a copy of this article upon initial hire Unit employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication.

31.3.1 No bargaining unit employee will be tested for drug metabolites unless there exists a reasonable suspicion that the bargaining unit employee to be tested is under the influence of drugs. The term "reasonable suspicion" shall, for the purpose of this policy and section, be defined as follows:

Aberrant or unusual on-duty behavior or an individual employee, which,

(a) is observed on-duty by the employee's immediate supervisor or higher-ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse impairment or intoxication (which observations shall be documented by the observers); and

(b) is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or

addiction to or dependence upon said controlled substances; and

(c) is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.).

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

31.3.2 Random or mass testing is prohibited. No drug testing may be conducted without the written approval of the City Manager, Fire Chief or the City Manager's designee. The City Manager, Fire Chief or the City Manager's designee must document in writing who is to be tested and why the test was ordered, including the specific objectives facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all this information. One written copy of these testing factors shall be given to the bargaining unit employee before they are required to be tested, and one written copy shall be provided to the Union immediately, if present. After being given a copy of the document, the affected bargaining unit employee shall be allowed enough time to be able to read and contact their counsel if desired.

31.4.1 When a supervisor has reasonable suspicion to believe that a bargaining unit employee is using, consuming or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medications), and/or non-prescribed narcotic drug while on-duty, the supervisor will notify the City Manager, Fire Chief, or respective designee for the purpose of observation and confirmation of the employee's condition. At such time, the City will make efforts to contact a Union Representative. The employee will be offered an opportunity to give an explanation of his condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication, or illness. A Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested. The request for presence of a Union representative may not cause an unreasonable delay in testing.

If the supervisor, after observing the employee, also has reasonable suspicion to believe that the employee is using, consuming, and/or under the influence of an alcoholic beverage, non-prescribed controlled substance, or non-prescribed narcotic drug while on-duty, then, by a written order signed by both the employee's immediate supervisor and the City Manager, Fire Chief or the City Manager's designee, the employee may be ordered to submit to toxicology testing designed to detect the presence of alcohol and/or drugs and controlled substances listed by the US Department of Transportation, Rule 49 CFR Part 40 Section 40.85, in accordance with the procedure set forth below.

31.4.2 Refusal to submit to toxicology testing after being ordered to do so may result in

disciplinary action.

Test Procedures

The following procedures shall apply to breath, blood and urine tests administered to bargaining unit employees.

31.5.1 The City may request breath, blood and urine samples only. For reasonable suspicion testing for alcohol, the employee may elect a breath test or blood test. For reasonable suspicion testing for the presence of drugs or controlled substances, the employee will be offered a urine test. If a breath or urine test is not possible, the City may seek a blood test. Breath tests will be administered by a certified law enforcement officer and administered via the Oregon State Police breath testing device. Urine and blood testing will be administered at Skyline Hospital or at Hood River Hospital or at Hood River Occupation Health. Urine and blood specimens shall be drawn or collected at the laboratory, hospital, or medical facility at which the specimen is to be tested. A Union representative shall be allowed to accompany the employee to the test and observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from a bargaining unit employee. The employee shall not be observed when the urine specimen is given unless required by the testing facility upon the second test. Employees shall choose three (3) specimen containers from a lot of at least twelve (12) identical containers. All specimen containers and vials and bags used to transport them shall be sealed with evidence tape and labeled in the presence of the person performing the test, the employee and the Union representative.

31.5.2 The testing shall be done by a laboratory certified by the States of Oregon or Washington as a medical and forensic laboratory for testing for the presence of drugs, controlled substances and/or alcohol, and which is chosen jointly by the Union and the City.

31.5.3 An employee will be deemed to be under the influence and in violation of this policy when blood, breath or urine testing indicates that drugs, controlled substances or alcohol are present at levels that exceed the federally established thresholds, which currently can be found through the US Department of Transportation, Rule 49 CFR Part 40 Section 40.85 (https://www.transportation.gov/odapc/part40/40-85).

For alcohol, it shall be tested for by a Blood Alcohol Test and an employee with a BAC of .02 or greater shall be deemed to be under the influence and in violation of this policy.

Levels which are below the federally established thresholds shall be determined as negative indications. The confirmed presence of marijuana metabolites at levels greater than the federally established thresholds, regardless of state law, is considered a positive test. The federally established thresholds for drugs and/or controlled substances and substances tested for are subject to change at any time, based on changes to the Department of Transportation thresholds as provided in Rule 49 CFR Part 40 Section

40.85, referenced above.

31.5.4 Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

31.5.5 At the time the urine specimens or blood samples are collected, two samples shall be taken. One sample will be sent to the laboratory to be tested at the City's expense. The second sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a Union witness with evidence tape, which tape shall be signed by both witnesses. This second sample shall be made available to the employee for testing by a laboratory selected by the Union. The cost of testing the second sample shall be borne by the Union or the employee.

31.5.6 If the results of the tests administered by the City on the one sample shows that the employee, while on duty, was under the influence and in violation of this policy (per 31.5.3), appropriate discipline may be imposed by the City after the following procedure has been followed. The employee and the Union shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed.

The Union and the employee shall have 72 hours to present to the City any different results from the test of the second sample conducted by a laboratory selected by the Union; however, the failure of the Union or employee to have the second test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any arbitration proceeding. After considering the results of the second test performed for the Union, if presented, the City may discipline the employee.

Voluntary Notice of Treatment: Employees who seek voluntary assistance for alcohol and substance abuse, prior to any act of misconduct or violation of this policy, may not be disciplined for seeking such assistance. Requests for employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all City rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

Employees who report dependencies and seek treatment after committing a policy violation:

The City encourages employees to seek treatment for substance use matters. In a case where an employee notifies the City Manager or Fire Chief of drug or alcohol dependencies *after* violating this Policy, the City will consider an employee's treatment program as possible mitigation, however employees are subject to all levels of discipline. The City retains the determination to offer an employee a last chance agreement including but not limited to further evaluation, rehabilitation, continued testing, and

establishing performance expectations.

The City may however allow an employee to undergo evaluation and rehabilitation in lieu of discharge. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the nature of the conduct, the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

It is understood and agreed that the references to rehabilitation, return to work agreements, discipline and discharge are not intended to supersede "just cause" provisions.

Results of breath, urine and blood tests performed hereunder will be considered medical records and be held confidential to the extent permitted by law. Tests shall only be performed for alcohol, and drugs or controlled substances as identified by the U.S. Department of Transportation, and the laboratory shall report on the presence or absence of these substances.

Absent the Union's approval, tests for other drugs or controlled substances shall not be performed, and if such tests are performed (without the Union's approval), the results of such other tests shall not be reported to the City.

Article 32: Pledge Against Discrimination and Coercion

32.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender, marital status, race, color, creed, religion, national origin, association, sexual orientation or political affiliation or other protected status or protected activity in accordance with applicable law. The Union shall share with the City the responsibility for applying this provision of the Agreement. The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union, or any City representative, or any Union representative against any employee because of Union membership, non-union membership, or because of any employee activity in an official capacity on behalf of the Union, or for any other cause in accordance with PECBA.

Article 33: Liability Indemnification

33.1 The City agrees to provide liability insurance, providing protection for possible claims arising out of acts of employees relating to the discharge of their duties and in the course of their employment except for claims relating to willful acts of such employees. Such insurance shall provide coverage for all costs including attorney's fees negotiated settlements and litigation relating to threatened or actual lawsuits covered by such

liability insurance.

Article 34: Workers Compensation

34.1 When an employee has suffered an on the job injury or occupational illness for which they receive benefits under the workers compensation law, the employee shall be entitled to a leave of absence for the time the employee is medically certified as being unable to work in accordance with ORS 696A.046.

34.2 90-Day Time Loss. Any workers' compensation benefits paid by the carrier are paid directly to the employee.

For an employee who is absent from work due to an on-the-job injury or occupational illness with an accepted workers' compensation claim, the City will pay the difference between the employee's workers' compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours for up to 90 consecutive calendar days while receiving workers' compensation benefits. The employee shall continue to accrue sick leave, vacation pay, holiday pay and receive the City's contribution to health insurance while they are receiving differential payments as described below.

34.3 Post-90-Day Time Loss. Following the 90 consecutive calendar days, the employee may elect to use their accrued sick leave to make up the differential between their workers' compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours while receiving workers' compensation benefits. Sick leave used to make up the differential will be deducted from the employee's sick leave accruals. In the event an employee's sick leave benefits are depleted, the employee may elect to use other accrued leaves. In the event an employee does not specify a preference, compensatory time will be utilized first, followed by vacation pay and holiday pay. The employee's portion of the insurance premium will be deducted from any such payments. In the event all paid leave is depleted, the employee will be responsible for paying the employee contribution directly to the City.

34.4 In the event an employee's workers' compensation payments do not result in a negative gap with net pay, an employee may use accrued vacation, holiday or compensation time to pay the employee's contribution for health insurance and union dues payments.

34.5 Time Loss for Accepted Aggravation Claims. In the event that a worker's compensation claim has been closed and the employee has an accepted aggravation claim, the City will pay the difference between the employee's workers' compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours for up to 30 consecutive calendar days while receiving workers' compensation benefits.

34.6 An on-the-job injury or occupational illness which entitles an employee to a leave of absence shall be defined as a workers' compensation claim that has been accepted and

approved for payment. An employee with an on-the-job injury or occupational illness may be offered light duty consistent with applicable law and Article 12. Employees will also be entitled to leaves of absence during the period that the City's workers' compensation insurance carrier is determining whether to accept a claim and as otherwise required in accordance with OFLA, FMLA, the Oregon Sick Leave Law, as well as state and federal disability reasonable accommodation laws.

34.7 In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness *was or was not* compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits pursuant to this Article, in consultation with both the employee and the Union.

34.8 Notification to the City by the workers compensation carrier that a permanent disability has been awarded to an employee that precludes the employee from performing the essential duties and responsibilities of their position will result in termination of employment, consistent with ORS 659A.043, ORS 659A.046 and other applicable laws.

Article 35: Term and Duration of Agreement

35.1 This Agreement shall be effective as of July 1, 2026, or upon execution, whichever occurs later, and shall remain in full force and effect until the last day of June, 2030.

35.2 This Agreement embodies the entire Agreement between the parties.

35.3 This Agreement will automatically reopen for negotiation of a successor agreement on February 1, 2030.

Abigail Elder
City Manager
City of Hood River

Date: 6/9/2026

Jeremy Cervantes, President
Hood River Firefighters Association
IAFF Local 3256

Date: 6/11/2026

Vacation/Holiday Leave Bank Requests Policy

1. Additional vacation and holiday requests outside the initial two rounds of bidding will be sent to company officers and subject to Article 24 & 26.

A. Vacation and holiday requests shall be approved if staffing remains at minimum levels as established by the City or a "slide" is available pursuant to Article 17.4.

B. A vacation or holiday request, which if granted, would drop staffing below minimum levels and no "slide" is available, must be submitted to the Chief or designee. At the discretion of the Chief or designee, the vacation request may be filled with overtime and shall not be considered Mandatory overtime. The employee requesting the time off must secure their own relief.

C. Long-Term Leave: If another or other employees are on Long-Term Leave (leave longer than 30 days), the following guidelines apply:

- All time off that had already been scheduled prior to an employee taking approved long-term leave occurring will remain, subject to Article 24.3 and Filling Overtime Procedure.

- Time off requests after the first 30 days while another employee is on approved long-term leave will go directly to Fire Chief. The CITY retains authority to grant or deny leave based on operational needs. *(City acknowledges that request for vacation under these circumstances may result in overtime)*

Overtime Filling Procedure

Unscheduled work hours requiring prompt assignment and coverage for operational need will be assigned by the Chief or designee using this procedure. Shift Vacancies and Adjustments, use of sick, vacation, holiday, and comps time are defined in the collective bargaining agreement. This policy provides additional guidance.

For all overtime situations, the following steps will be taken:

- The Duty Officer will determine the type of overtime: *Mandatory* or *Overtime*.
  - *Mandatory* is defined as overtime needed to meet minimum staffing levels as determined by the City.
  - *Overtime* is defined as station staffing, transfer on-call, training, meetings, vacation coverage, etc.
- Duty Officer will send out the overtime message to the entire membership. After obtaining responses, the person with the least amount of hours on that list and willing to work the entire shift will be given first claim to the overtime.
- When the Duty Officer cannot fill the vacancy from the process above, filling a vacancy will occur by:
  - Working an on-duty person up (AIC)
  - Ordering personnel to work in the order of the Mandatory list
  - Ordering personnel to work more than 72 hours (subject to Article 17.6 and only approved by Fire Chief or designee)
  - Reduce minimum staffing levels (Only approved by Fire Chief or designee)

  However, an employee on scheduled vacation or protected leave on either side of the overtime will not be ordered to work.

- Updating the Mandatory OT List:
  - Put the date and hours of the OT in the blank box next to the person's name.
  - Once it is worked, the date and hours need to be highlighted.
  - Add total hours and new hours worked.
  - White-out their total hours and write in their new total.
- Mandatory OT list will be maintained by officers and kept in a "live" format
- Overtime list will be updated by L3256 President or designee after each pay period.
- Both lists will be posted in the Captain's office and double-checked and updated by L3256 President or designee.
- Both lists will reset at the start of the final pay period each year. The lists remain in their current order, and hours will be zeroed out.

Notes:
Assignment of work and determination of minimum staffing are subject to management rights
Parties agree to establish an AIC list so that only qualified personnel can work up or down

Memorandum Of Understanding – 40 Hour Employee

4-20-26 Bargaining Note: Parties to update MOU post-ratification/approval and replace this one

This MOU is made by and between the City of Hood River (City) and the Hood River Fire Fighters Association (Association), collectively "the Parties."

Recitals

- The City has received grant funding from the Oregon State Fire Marshal to provide funding over a multi-year period to allow the City to employ one 40-hour employee.
- The parties have a mutual interest while in contract bargaining to define the terms and conditions of employment for the 40-hour employee. The parties also agree that this is best accomplished via a pilot MOU.

Terms of Agreement

The parties agree to the following with respect to the 40-hour employee's wages, benefits and terms and conditions of employment:

1. Recognition (Article 2): A 40-hour employee is considered a full-time employee. A 40-hour employee is one who regularly works 40 hours per week (2,080 hour per work year) versus the 56-hour employee (who works **2920** ~~2,912~~ hours per work year). For the 40-hour employee, this equates to an average of 173.33 working hours per month.
   a. For purposes of converting wages and benefits, in this MOU, the parties will use the following conversion rate for setting the 40-hour employee's wages and benefits and conversions (discussed below): **2920** ~~2,912~~/2080 = 1.4**04** ("conversion rate").

2. Article 16 (Wages): Applies except as modified herein:
   a. The parties acknowledge that the 40-hour employee shall receive the same monthly base (including certification pay and longevity pay) as a 56-hour employee.

   b. 40-hour Employee Base Hourly Wage (16.1): To account for the different working conditions, as outlined in this MOU, of a 40-hour employee versus a 56-hour employee, the hourly rate for a 40-hour employee will be different than a 56-hour employee.

      1) The 40-hour employee base hourly rate will equal the hourly rate of the 56-hour employee multiplied by 1.4**04** (conversion rate). Example: If the 56-hour employee hourly rate is 26.85, multiplied by 1.4**04** equals ~~$37.59~~ $37.69 per hour.

3. Hours of Work (Article 17):

a. The parties acknowledge that due to the different working conditions, as outlined in this MOU, Article 17 does not apply to a 40-hour employee.

b. The work schedule for a 40-hour employee, shall be determined at the discretion of the Fire Chief, and may be composed of:
   1) Eight (8) hours per day on the basis of a five (5)-day work week, in each seven (7)-day period; or
   2) Ten (10) hours per day on the basis of a four (4)-day work week, in each seven (7)-day period.

c. **While this is not intended to provide for short-term coverage,** ~~W~~with seven days' advance notice, the Fire Chief may temporarily adjust the 40-hour employee's work schedule, consistent with operational needs, such as to backfill for a temporary vacancy in a 56-hour position. **Should this occur, the Fire Chief and Union President will discuss the schedule change but the City may implement the temporary work schedule change.**

d. For a 40-hour employee, the work period shall be the same as non-represented Fire Department employees.

4. Overtime (Article 19): Article 19 applies except as modified herein.
   a. Overtime will be paid at the equivalent of time and one-half the employee's regular hourly rate consistent with applicable law and city policy.

   b. For the purposes of calculating overtime, a 40-hour employee's regular rate of pay shall include base hourly wage rate, plus all applicable incentives as required by FLSA and applicable law. Consistent with section 19.1, for purposes of calculating overtime, use of approved accrued leaves for sick, vacation, holiday and compensatory time will be counted as hours worked. Employees shall be compensated at least one hour for each occurrence. After the first hour, the remaining hours worked and use of accrued leaves will be to the nearest ½ hour.

   c. For purposes of 19.4, using the conversion factor above, dividing 96 by 1.4**04**, a 40-hour employee may accrue a maximum of 69 hours of compensatory time without payment by the City. Overtime worked in excess of 69 hours shall be compensated as overtime.

5. Vacation (Article 24):

a. For purposes of 24.2, using the conversion factor above, dividing comparable accrual of 56-hour employee by 1.4**04**, vacation accruals for a 40-hour employee shall be earned monthly based on the following schedule:

From successful completion of probation through 60 months	6.19 hours/mo
Beginning with 61 months through 120 months	7.74 hours/mo
Beginning with 121 months through 180 months	9.29 hours/mo
Beginning with 181 months and thereafter	12.39 hours/mo

b. Upon successful completion of first twelve months of employment, an employee will be credited 74 hours of vacation leave and will begin accruing vacation leave on a monthly basis at the rate described above.

c. Vacation scheduling will be per City policy.

d. A 40-hour employee can carry forward to the next fiscal year a maximum total of two hundred fifty-seven (257) vacation hours. Any vacation hours in excess of 257 on July 1 of each year will be forfeited.

6. Sick Leave (Article 25): A 40-hour employee shall accrue ten (10) hours of sick leave for each month of service. Except as modified here, the rest of Article 8 shall apply.

7. Holidays (Article 26):
   a. A 40-hour employee shall observe the same holiday as those identified in CBA, Article 26, Section 1.

   b. A 40-hour employee will not receive a holiday bank. Instead, a 40-hour employee holidays are normally observed on the designated day, the Friday proceeding, or the Monday following, in accordance with City of Hood River Personnel Policy.

8. Conversion upon permanent transfer: Should a 56-hour employee permanently transfer to a 40-hour position or vice versa, the parties will meet to discuss the impacts of that transfer.

9. Any Articles not referenced in this Agreement, as either not applying to a 40-hour employee or applying as modified herein, shall apply to the 40-hour employee. Should there be a need for any gap fillers with respect to a 40-hour employee's terms and conditions of employment, they shall be supplied by the City Personnel Policy.

10. The City may terminate this Agreement upon the end of the grant funding without incurring further bargaining obligation. Should the City extend the 40-hour employee position beyond the life of the grant, the parties will negotiate to add a 40-hour employee to the parties' Agreement, per Section 5.4.

11. It is agreed that this MOU is only triggered when the City hires a 40-hour employee. If the City does not hire a 40-hour employee during the term of the parties' Agreement, this Agreement shall have no legal effect.

12. The parties agree that the City may proceed with hiring for this position under the terms of this MOU even though contract negotiations have not concluded.

IT IS SO AGREED.

FOR THE CITY OF HOOD RIVER:

ABIGAIL ELDER
CITY MANAGER
DATE: 5/24/2023

FOR THE ASSOCIATION:

JEREMEY CERVANTES
PRESIDENT
DATE: 5/24/23