COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF HOOD RIVER

and

HOOD RIVER FIRE FIGHTERS ASSOCIATION IAFF LOCAL 3256

Upon execution to June 30, 2023

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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, regardless of whether the employee chooses to eat 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.

Article 6: Definitions

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

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 his/her 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 his/her 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:

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

(2) 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

(3) 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 one (1) year. 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 and post annually, on January 15th of each year, a current seniority list. 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 certified letter with return receipt), 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 address.

Article 12: Assignment During Disability - Light Duty

12.1 Any employee who, due to health or disability, is assigned to work in a light duty assignment, 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.

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 by Certified Mail 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 his/her 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 he/she has been allowed to read such material, to sign such material indicating receipt only, and unless he/she is 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 upon the first month following execution of this agreement, the base hourly wage for each classification and step is as follows:

Base Hourly Wage:

Classification:	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Engineer	24.57	25.31	26.07	26.85*
Lieutenant	28.69	29.55*		
Captain	31.62	32.56*		

Steps for each classification are 3% apart.

* For 2020, these are new steps. Employees will be moved to this step so long as the employee has been their previous step for at least the past 12 months.

Retroactive payment: Effective and retroactive to July 1, 2019, each bargaining unit member currently employed in the Department will receive a one-time lump sum payment equivalent to 3.0% of all wages earned from July 1, 2019 to the implementation date of the new wage scale for this agreement. Payment will be made in the next pay period following execution.

Effective July 1, 2021, Step 1 for each classification of the wage scale will be increased by CPI-U West Region as reported for December 2020 *(12-month change)* with a minimum of 2% and maximum of 4%. Steps for each classification are 3% apart.

Effective July 1, 2022, Step 1 for each classification of the wage scale will be increased by CPI-U West Region as reported for December 2021 *(12-month change)* with a minimum of 2% and maximum of 4%. Steps for each classification are 3% apart.

16.2 Pay days: Employees are paid semi-monthly, generally on the 5th and 20th.

16.3 EMT Certification Pay:

Employees who maintain a current certification of Oregon EMT-Intermediate will receive premium pay equal to 4.5% of the employee's base hourly rate.

Employees who maintain a current certification of Oregon Paramedic will receive premium pay

equal to 9% of the employee's base hourly rate.

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

16.4 Longevity:

Effective July 1, 2021, 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 180 months:	1.0%
Upon completion of 240 months:	1.5%

These values are not cumulative

Article 17: Hours of Work

17.1 The work period for the City of Hood River Fire Department shall be twenty-eight (28) calendar days as applicable under FLSA (7)k. Effective October 19, 2020, the work period will change to a twenty-four (24) calendar day period 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: Employees shall have the right to exchange work shifts, with prior management approval, when the exchange does not interfere with the operation of the department. The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within the calendar year. For purposes of computing overtime, the effects of shift trading will not be included.

17.3 The CITY shall set up a master schedule for a two (2) month period in advance which incorporates the 28-day cycle or 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: Vacant available shifts and work hours known in advance will be filled using first volunteers by classification in the order provided in section 1 (one) of the order back policy. In the event no volunteers apply, the vacant shift will be filled consistent with the order back policy and 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" procedures as contained in 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 Employees may be assigned to a relief shift as scheduled by the Fire Chief or designee. Employees shall be assigned to one of the preceding work schedules by the Fire Chief or designee and may be reassigned consistent with operational requirements.

17.6 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.

17.7 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.

Article 18: *Reserved Blank*

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 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 (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.

19.4 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.

19.5 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 6 hours overtime
12 hour On-Call = compensation equivalent to 3 hours overtime
6 hours On-Call = compensation equivalent to 1.5 hours overtime

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.

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 Termination

23.1 Any employee, or the employee's beneficiary, who resigns, retires, is dismissed, laid off, 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.

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, use of approved accrued vacation leave will be counted as hours worked.

24.2 Vacation accruals shall be earned annually and posted at anniversary of date of hire based on the following schedule:

Effective until superseded in the next accrual table:

After one (1) year through five (5) years	104 hours
Beginning sixth (6) through ten (10) years	130 hours
Beginning eleventh (11) through fifteen (15)years	156 hours
Beginning sixteenth (16) year and thereafter	208 hours

Upon execution of this Agreement and after an employee's next anniversary date of hire, 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 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 continue to use old vacation accrual rate as a guide for annual vacation picks. This is for selecting vacation days only by seniority.

After one (1) year through five (5) years	120 hours
Beginning sixth (6) through ten (10) years	168 hours
Beginning eleventh (11) through fifteen (15) years	204 hours
Beginning sixteenth (16) year 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.

Article 25: Sick Leave

25.1 Each employee shall accrue twenty-four (24) 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, 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 (1), above, or to care for a family member with a serious health condition as defined in applicable law including OAR 839-009-0210(22)

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

(d) 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" includes an employee's spouse, Oregon-registered same-gender domestic partner, custodial, non-custodial, adoptive, foster, and biological parent, step parent, parent-in-law, parent of Oregon-registered same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. Family member also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's Oregon-registered same-gender domestic partner. (See OAR 839-009-0210(9) and OAR 839-007-0000(2)).

25.3 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. The CITY may require a health care provider's statement or certification of an employee's need to use accrued sick leave for an absence exceeding three consecutive days an employee is scheduled to work or in accordance with applicable law. The CITY shall pay the costs incurred in obtaining this statement or certification. Any reasonable request shall be given full consideration by the Fire Chief and the CITY.

25.4 An employee shall not work for other than the CITY while on sick leave with pay until such time as the employee has requested and received written permission from the CITY.

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
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 264 hours into a holiday leave bank. Employees may request to take time off using holiday leave bank accruals subject to Chief approval consistent with vacation approval in Article 24.3. Each employee may, at their option, take these hours off with pay or receive additional pay equivalent to 264 hours per year, paid through regular payroll payments, at the regular rate of pay. The remaining hours may be taken as time off with pay. Any remaining hours past December 31 of each year 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 Special leave with pay to a maximum of three (3) shifts shall be granted to an employee at the time of birth, foster placement or adoption of the employee's child. After the first shift, the remaining shifts may be non-consecutive based on scheduling needs, for up to one (1)

year from the birth of the child, foster placement or adoption. Use of this leave is concurrent with OFLA/FMLA.

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 at 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 effective 1/1/2021), VSP 12/12/24 vision coverage (VSP-A effective 1/1/2021) 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 – 5 years	0 percent
5 – 10 years	5 percent
10 – 15 years	10 percent
15 – 20 years	20 percent
20 or more years	25 percent

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, employer, 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, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phencyclidine 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 employer 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 drug substances, the employee may elect a urine or blood test. If a breath or urine test is not possible, the employer 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 employer 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 State of Oregon as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standard for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse, and Mental Health Administration of the U. S. Department of Health and Human Services, and which is chosen jointly by the UNION and the employer.

31.5.3 The following standards shall be used to determine what levels of detected substances shall be considered as positive:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml Delete-THC	100 ng/ml GC-MS
Cocaine Metabolites	300 ng/ml metabolite	150 ng/ml GC-MS
Opiates	300 ng/ml morphine	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
Alcohol	Blood Alcohol Test	.02 Blood Alcohol

Levels which are below those set above shall be determined as negative indications. The confirmed presence of marijuana metabolites at levels greater than those listed above, regardless of state law, is considered a positive test.

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 employer'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 employer on the one sample shows that the employee, while on duty, was under the influence of or drank, smoked, ingested, inhaled, or injected alcoholic beverages, non-prescribed narcotics, marijuana, cocaine, PCP, or nonprescribed amphetamines, appropriate discipline may be imposed by the employer 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 employer 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 employer 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 employer 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 employer 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, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phensyclidine, and the laboratory shall report on the presence or absence of these substances.

Tests for other drugs shall not be performed, and if such tests are performed, the results of such other tests shall not be reported to the employer.

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, 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: Productivity

33.1 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 for their tax dollar.

Article 34: Management Rights

34.1 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 35: Workers Compensation

35.1 When an employee has suffered an on duty disability 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 659A.042 and ORS 696A.046. Worker's compensation benefits paid by the carrier are paid directly to the employee, and the CITY does not receive or otherwise convert the workers compensation payments. 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.

For employees who are 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. Thereafter, employees 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. 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 make insurance and union dues payments.

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.

35.2 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. 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.

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 he/she should have received in sick leave and other benefits pursuant to this Article, in consultation with both the employee and the UNION.

35.3 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 36: Term and Duration of Agreement

36.1 This Agreement shall be effective upon execution and shall remain in full force and effect until the last day of June, 2023.

36.2 This Agreement embodies the entire Agreement between the parties.

Rachael Fuller
City Manager
City of Hood River

Date: 9-29-20

Jeremy Cervantes
President
IAFF Local #3256

Date: 10-9-2020

Memorandum of Understanding – Accrued Leave Payments
City of Hood River and IAFF #3256

Whereas, the City of Hood River and IAFF #3256 are parties to a collective bargaining agreement that expired on June 30, 2019. As provided by Article 18, the CITY pay out leaves accrued in lieu of consideration of overtime compensation as negotiated. Subsequently, Article 18 of the CBA will be considered void and the remaining accruals in the leave bank will compensated to employees as provided in this memorandum.

Therefore, the parties agree as follows:

Effective July 1, 2019, the hours accrued in the leave bank for Article 18 were frozen at the hourly wage rates as identified in Exhibit A. The parties have agreed to strike Article 18 from the successor CBA.

Effective upon ratification of this agreement, the accrued leave hours will be fixed, meaning employees may no longer take further leaves. Employees will be compensated for these accrued leaves through payroll process up to December 2022. The calculation of payment is the equivalent of the employee's hourly rate noted below multiplied by 4% and then multiplied by the number of accrued hours. (For example, an employee with an hourly rate of $25.00 per hour and 1,000 hours of accrued leave would receive: $25 x 4% x 1000 hours = $26,000.) All payments are subject to applicable withholdings.

Employees may request compensation payments starting after ratification, as directed by the employee through regular payroll process. Any remaining balances will be paid by the CITY to the employee in December 2022. Employees may elect to direct funds to individual employee's tax deferred accounts as allowed by law and current payroll practice.

Disputes of this agreement are governed by grievance provisions of the new collective bargaining agreement. (19-23)

This agreement is effective upon execution as provided below.

Rachael Fuller
City Manager
City of Hood River

Date: 9-29-20

Jeremy Cervantes
President
IAFF Local #3256

Date: 10-9-2020