

COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF HOOD RIVER

and the

**City of Hood River
Public Works Association**

July 1, 2021 – June 30, 2022

ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - RULES, ORDERS AND PROCEDURES	2
ARTICLE 3 - DISCIPLINE.....	3
ARTICLE 4 - ASSOCIATION SECURITY	3
ARTICLE 5 - GRIEVANCE PROCEDURE	4
ARTICLE 6 - SENIORITY	6
ARTICLE 7 - HOURS OF WORK AND OVERTIME	8
ARTICLE 8 - WAGES AND SALARIES.....	9
ARTICLE 9 - SICK LEAVE	10
ARTICLE 10 - PAID LEAVES OF ABSENCE	12
ARTICLE 11 - VACATION	12
ARTICLE 12 - HOLIDAYS.....	13
ARTICLE 13 - RETIREMENT	14
ARTICLE 14 - HEALTH INSURANCE PROGRAMS	14
ARTICLE 15 - LIABILITY INDEMNIFICATION	15
ARTICLE 16 - LIFE INSURANCE.....	15
ARTICLE 18 - TIME SHEETS	20
ARTICLE 19 - PERFORMANCE REVIEW	20
ARTICLE 20 - PERSONNEL FILES.....	20
ARTICLE 21 - CONFLICT OF INTEREST.....	21
ARTICLE 22 - PROFESSIONAL ORGANIZATIONS	21
ARTICLE 23 - WORKERS' COMPENSATION CLAIMS.....	21
ARTICLE 24 - PROTECTIVE CLOTHING AND EQUIPMENT	21
ARTICLE 25 - GENERAL PROVISIONS	22
ARTICLE 26 - SAVINGS CLAUSE.....	22
ARTICLE 27 - MANAGEMENT RIGHTS	22
ARTICLE 28 - PEACEFUL PERFORMANCE OF CITY SERVICE	23
ARTICLE 29 - PREVAILING RIGHTS.....	24
ARTICLE 30 - TERM OF AGREEMENT.....	24
APPENDIX A – BASE SALARY SCALE.....	25
APPENDIX B - DRUG TESTING LEVELS	26

THIS AGREEMENT entered into by the City of Hood River, Oregon, hereinafter referred to as the "City," and the City of Hood River Public Works Association, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the City and the Association and the establishment of wages, hours and conditions of employment.

For purposes of this Agreement, "day" refers to a calendar day.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the purposes of negotiation with the City For the purpose of establishing salaries, wages, hours and other conditions of employment for all regular, full-time and part-time employees of the City of Hood River Public Works Department. For the purpose of the Agreement, a regular, full-time, employee shall be an employee who works forty (40) hours per week or more. A regular part-time employee shall be an employee who works less than forty (40) hours per week, but at least twenty (20) hours per week. All references to employees in this Agreement shall be construed to mean regular employees and not seasonal or temporary employees (those persons hired for a limited period of time, not to exceed six (6) months), nor shall it include supervisory, managerial or confidential employees.

The bargaining unit shall consist of the following classifications:

Public Works Worker

Public Works Mechanic

Field Operations Supervisor

ARTICLE 2 - RULES, ORDERS AND PROCEDURES

All employees covered by this Agreement shall also be subject to the terms of the City of Hood River Personnel Policy, as amended from time to time. It is understood and agreed that the terms of this Agreement supersede all inconsistent provisions of the City of Hood River Personnel Policy.

The parties recognize that the City of Hood River is directly responsible for carrying out the functions and services of City government for its citizens. For this reason, the City retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule shall be adopted or implemented which is inconsistent with a specific provision of this Agreement. All proposed new work rules which are mandatory subjects of bargaining or impact

a mandatory subject of bargaining shall be reduced to writing and furnished to the Association and its members fourteen (14) calendar days prior to their effective date in order to provide the Association and its members an opportunity to demand bargaining consistent with PECBA. If emergency operational needs require immediate implementation of a rule, the Association and its members shall be notified as promptly as reasonably possible and shall be provided with an explanation of the operational need. The City agrees the Association has the right to challenge work rules by means of the grievance procedure set out in Article 5 if it believes the proposed work rules to be arbitrary, capricious, and/or a violation of this Agreement.

ARTICLE 3 - DISCIPLINE

3.1 Forms of discipline shall include oral and written reprimands, suspension, demotion and discharge. Employees having regular status shall be disciplined only for just cause. All disciplinary actions except oral reprimands may be protested as a grievance through the grievance procedure set out in Article 5.

3.2 Effective on the date of execution of this Agreement, and hereafter, written reprimands shall remain in an employee's personnel file for no more than thirty-six (36) months from the date of issuance.

3.3 Oral and written reprimands must be initiated, if at all, within ten (10) days following the conclusion of any investigation of the employee's conduct or evaluation of the employee's performance. Suspensions, demotions and discharges must generally be initiated within ten (10) days following the Loudermill due process meeting. The timelines under this provision may be extended by mutual agreement of the parties. A request for extension will not be unreasonably denied.

3.2 Demotions shall be limited to one step demotion per disciplinary action.

ARTICLE 4 - ASSOCIATION SECURITY

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

4.2 The City, when so authorized and directed in writing by an employee on an authorization form approved by the City, shall deduct Association dues or an equivalent fair-share contribution from the wages of each employees. Revocations of dues authorizations must be submitted to the City in writing on forms provided by the Association.

4.3 The City shall allow no more than two (2) Association representatives reasonable time off during regularly scheduled working time without loss of pay or benefits to engage in the

following Association activities:

- (a) Negotiations, mediation, and grievance arbitration;
- (b) Attending investigatory interviews of an accused employee and due process proceedings;
- (c) Conducting new employee orientations, not to exceed sixty (60) minutes; and
- (d) Other Association activities in accordance with applicable law.

Such time off will be considered reasonable for the purpose of compliance with applicable law, unless such absences in the City's judgment hamper normal operations.

4.4 The City, when so authorized and directed in writing on forms approved by the City, shall make mutually approved credit union payroll deductions from the wages of employees within the bargaining unit.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 A grievance is defined as a dispute by the Association or member of this bargaining unit concerning the application or interpretation of a specific provision of this Agreement.

Step One. After first attempting to resolve the dispute informally, the employee, a representative of the Association, or the aggrieved employee, with or without Association representation, shall present a complaint in writing to the Public Works Director within ten (10) days from the date on which the dispute occurred, except that a complaint by an employee who returns to work after layoff concerning their position on the seniority list shall be submitted within thirty (30) days following the employee's return to work. The written complaint shall include a statement of all relevant facts together with supportive documentation, the provision of the Agreement which the Association and/or employee contend were violated, and the remedy sought by the Association and/or employee. The Public Works Director shall deliver a written response to the Association and the employee within ten (10) days of receipt of the complaint.

Step Two. If the Association and/or employee is not satisfied with the written response of the Public Works Director, the employee and/or Association shall appeal the decision to the City Manager within ten (10) days of receipt. The Association and/or employee shall provide to the City Manager the complaint and all written documentation submitted to the Public Works Director, together with the written decision of the Public Works Director. The City Manager shall meet with the aggrieved employee and/or a representative of the Association within

ten (10) days of the date on which the employee's written appeal is received by the City Manager. Within ten (10) days thereafter, the City Manager shall provide a written decision to the employee and the Association.

Step Three. If the decision of the City Manager is unacceptable to the Association, the Association shall within ten (10) days of the date of receipt of the written decision of the City Manager notify the City Manager in writing that the Association intends to submit the matter to arbitration. The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) days from the request for arbitration the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to provide a list of seven (7) names. The City and the Association shall each strike three (3) names from the list. The Association shall strike first, the City second, and the process shall be repeated until a single name remains. That person shall serve as arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by the parties. If either party desires an audio recording of the proceedings, it may cause such a recording to be made, and shall provide a copy to the other party without charge. The cost of the services of a court reporter, and/or the preparation of a written transcript of the proceeding, shall be borne by the requesting party if there is no stipulation between the parties. If the parties stipulate, the costs of the court reporter and/or preparation of a written transcript shall be borne equally by the parties.

Final and Binding Effect. The City's response to a grievance at any step of the process shall be considered final and binding unless the employee and/or the Association submits successive challenges within the time limits set forth above.

5.2 Time limits in Section 5.1 may be waived and modified by written stipulation of the parties.

5.3 The grieving employee and/or representative of the Association shall not suffer any loss of compensation should it be necessary to devote work time to the submission and/or presentation of a grievance in compliance with this procedure.

5.4 Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

5.5 Arbitrator's Authority. 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(s) presented. The arbitrator's decision and award shall be based on their interpretation of the meaning and application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the City, the Association and all employees impacted by the award.

5.6 Time Limits. The time limits of this grievance and arbitration procedure shall be strictly

adhered to. The City shall have the right to refuse to process or arbitrate a grievance which is not raised or pursued in a timely manner. If at any step of the grievance procedure the City does not formally or timely respond as provided herein, it may be assumed that the City has rejected the grievance at that step, and the employee and/or Association may then proceed to the next step within the time required.

5.7 Probationary Employees. A probationary employee disciplined or terminated during their probationary period shall not be entitled to invoke this grievance and arbitration procedure to contest such discipline or termination.

5.8 Termination of Arbitration Obligations. The City shall have no obligation to arbitrate any grievance or dispute arising on or after the expiration date of this Agreement. The expiration date of the Agreement shall be deemed extended by operation of any of the contingencies set forth in Article 30.

ARTICLE 6 - SENIORITY

6.1 Seniority shall be defined as the total length of service in the bargaining unit since the most recent date of hire.

6.2 The City shall provide the Association with the seniority list on July 1 of each year and shall post the list in a conspicuous place accessible to all employees. Any objections to the seniority list as posted shall be reported to the City via the grievance procedure within ten (10) days of the posting of the seniority list.

6.3 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in their classification. The City shall decide in which classification it wishes to lay off employees.

6.4 The City shall post a notice advertising all job vacancies for at least ten (10) days in advance of the closing of the application process and/or a hiring decision to allow bargaining unit members to express their interest in applying for the position.

6.5 Notice of Recall from Layoff Status. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall notify the City of their acceptance of the offer within five (5) days from the date of receipt thereof or date of attempted delivery to the employee at their last known address by certified mail and be available to report for work within fifteen (15) days of providing such notice. Otherwise, the employee shall be deemed to have forfeited all recall rights and seniority. It shall be the responsibility of the laid off employee to maintain with the City a current address and telephone number at which they may be contacted as a qualification for eligibility for recall. No new employees shall be hired until all laid off employees holding seniority recall rights in the work classification are recalled.

6.6 Probationary status. New employees shall be on probation without seniority for the first six (6) months of their employment. During this probationary period, the employee may be laid off or terminated at the discretion of the City. Upon completion of the probationary period, the employee shall be granted regular status and awarded seniority rights effective the date of hire.

Promoted employees shall be on probation for a period of six (6) months. If the City determines at any time in its sole judgment during the probationary period (or extension thereof) that a promoted employee is not sufficiently qualified to perform the work, the employee shall be returned to their former position and rate of pay without loss of seniority in the former position and without recourse to the grievance procedure. In such event, the employee may within ten (10) days request that the action be reviewed by City management.

The City in its sole discretion may extend the probationary period for any new or promoted employee for an additional period not to exceed three (3) months 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 notify the employee of such extension in writing.

The City agrees that it will evaluate employees during the probationary period following promotion at no less than (90) ninety-day intervals. An employee whose performance is less than satisfactory at any stage of evaluation may be returned to their prior classification

A probationary employee may receive regular status only after the Public Works Director has certified to the City Manager that the employee is qualified for the performance of their duties. The probationary period shall be deemed a part of the examining process for determining qualification of the employee for regular status. A probationary employee may be dismissed or demoted shall not have recourse to the grievance procedure.

6.7 Breaks in Seniority. Seniority shall be broken, and the employment relationship will be severed by:

- (a) Resignation, termination or retirement;
- (b) Absence due to layoff for a period of twenty-four (24) months or more due to lack of work;
- (c) Failure of an employee on layoff to report for work within fifteen (15) calendar days after date of mailing of a recall notice by the City to the employee's last known address.
- (d) Absence from work due to industrial injury or occupational illness for a period in excess of thirty-six (36) months or otherwise in accordance with ORS 659A.043 or ORS 659A.046; and

- (e) Failure to return to work upon expiration of an authorized leave of absence or failure to return to work from OFLA, FMLA, military or other legally protected leave in accordance with applicable law.
- (f) An employee who is promoted, passes probation and achieves regular status in a position outside this bargaining unit shall lose their seniority list position.

6.8 Seniority shall be considered in the event of promotion, training opportunities and shift selection. In the event of layoffs, the employee in the affected classification(s) who has the lowest seniority shall be the first laid off and continuing within the affected classification(s) in that order. Layoff notifications shall be in writing. Employees who are notified of layoff shall have the option of accepting the layoff and being placed on the recall list or bumping an employee with lower seniority in another classification. In order to be eligible to bump and employee must possess the required certifications, licenses, skills and ability to perform that job. An employee who is notified of layoff must exercise bumping rights in writing (via email) to Human Resources within seven (7) calendar days of receipt of the layoff notice. Recalls shall be made with the most senior employee who is qualified to perform the position being recalled first and continuing in that order.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 The regular hours of work each day shall be consecutive except for interruption by an unpaid one-half (1/2) hour meal period.

7.2 A normal work shift under the 5-8 workweek shall consist of 8 hours, except for meal period, Monday through Friday, normal workday is between 7 AM and 5 PM.

Management may institute an Alternate Work Schedule (AWS) defined as follows:

- (a) A normal work shift under the 4-10 workweek shall consist of 10 hours, except for the meal period, Monday through Thursday or Tuesday through Friday, normal workday is between 6:30 AM and 5 PM
- (b) Employees are allowed one half (1/2) hour for lunch or other arrangements as approved by department directors. Employees working 4- IO's shall be given a 20 minute break midpoint for five (5) hours worked.

7.3 During each eight (8) hour shift, employees shall receive two (2) fifteen-minute paid rest periods. For each additional two (2) hour period beyond the normal work shift (AWS: 4-10 workweek), employees will be entitled on one (1) fifteen-minute rest period.

7.4 The City shall provide facilities for cleanup, with necessary time allowed for cleanup for those employees whose job duties necessitate such cleanup.

7.5 The City shall give at least 72 hours advance notice to any employee whose workday hours are to be changed from those noted in Section 2. Failure to provide such advance notice will result in payment to the employee of two (2) hours' time at the straight-time rate of pay. Such notice and penalty will not be required in the event of an unanticipated or uncontrollable event constituting an emergency.

7.6 Employees will receive 2 hours overtime pay (or compensatory time) for each day of standby. Standby means that the affected employee is available for call out and, in the event the City calls the employee for work, the employee shall respond to the calls within ten (10) minutes be allowed up to thirty (30) minutes to respond to the Public Works shop.

7.7 Employees will receive a minimum of two (2) hours pay (in addition to any standby entitlement) when called out for work at any time beyond the scheduled workday or work week.

7.8 The City shall furnish a paid meal period and meal to any employee required to work four (4) hours beyond their scheduled shift and an additional meal period and meal for each successive period of four (4) hours thereafter.

7.9 The City agrees to pay for overtime at the rate of one and one half (1-112) times the regular rate of pay for each overtime hour worked.

7.10 Employees will be allowed to cash-out twenty-five percent (25%) of accumulated ("on the books") compensatory time at the beginning of each fiscal quarter, if approved by the Public Works Director. Employees will have the option of receiving overtime or compensatory time for the first eight (8) hours of time worked outside the scheduled workweek or work shift in a given pay period. The City will have the option of compensating employees with overtime or compensatory time for any overtime worked in excess of eight hours in a given pay period. Compensatory time accrual shall be limited to eighty (80) hours when converted.

Employees will have the option of receiving overtime or compensatory time for the first eight (8) hours of time worked outside the scheduled workweek or work shift in a given pay period.

7.11 The City shall provide a premium of two (2) hour compensatory time when worked between the hours of 10 PM and 6 AM.

ARTICLE 8 - WAGES AND SALARIES

8.1 Wages shall be increased by 2.5% across-the-board effective retroactively for the fiscal year beginning July 1, 2021 and ending June 30, 2022. This wage increase is reflected in the wage schedules as set forth in Appendix A-1 of this Agreement.

The pay grade assigned to each existing classification and the pay grade assigned to each new classification shall remain in effect during the term of this Agreement and any extensions of this Agreement.

8.2 If any existing classification is changed, or if a new classification is established by the City which belongs in the bargaining unit under PECBA standards, the City shall consult with the Association and negotiate a rate of pay for that classification. If the Association disagrees with the rate of pay assigned to a new classification, it is agreed that the City may fill the position with the understanding that the City will make any subsequently agreed upon wage rate retroactive to the date the employee was placed in the new classification. It is further agreed that the Association continue may follow the dispute resolution procedures set forth in PECBA and that in addition to those procedures either party may request ERB to assign a mediator to assist in resolving the dispute regarding an appropriate wage rate. The costs of a mediator will be shared equally by the parties.

8.3 Certification. The City shall pay for employee certifications and renewals as set out in Appendix A-2 or any modification of wages and certifications negotiated pursuant to the reopener in Section 8.2 above. Should the employee allow their certification to lapse, or the employee fails to renew or recertify, the employee shall pay all costs associated with regaining the certification.

ARTICLE 9 - SICK LEAVE

9.1 All regular employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Sick leave shall not accrue during any period of leave of absence without pay.

9.2 Sick leave may be used for any of the following reasons:

- (a) When an employee is unable to perform their duties due to an off-the-job illness or injury;
- (b) For the employee's attendance ~~to~~ at medical, optical or dental appointments;
- (c) When their presence is required to care for an ill or injured immediate family member in accordance with the Oregon Family Leave Act and the Oregon Sick Leave Law;
- (d) For the birth, adoption or foster care placement of a child, consistent with applicable law;
- (e) To supplement workers compensation benefits as set forth in Section 5 below; and
- (f) For any other reason as required by law.

9.3 Utilization for Illness or Injury. Employees shall notify the Public Works Director or Foreman of their absence due to illness or injury, and the nature and expected length of their absence, as soon as possible prior to the beginning of their regularly scheduled work shift, and in no event less than one-half (1/2) hour prior to their reporting time unless unable to do so because of the serious nature of the injury or illness. If the Public Works Director or Foreman is unavailable, a voice-mail message may be left on the Foreman's desk phone.

The City may, at its option, require an employee to supply adequate evidence supporting the need for the use of sick leave, which may include requiring a physician's statement of the nature and identity of the illness, the need for the employee's absence and an estimated duration of the absence, prior to payment of any sick leave benefits. Prior to allowing the employee to return to work, the City may require a healthcare provider's statement certifying that the employee is fit for duty. Notice to the employee that the City will require certification prior to returning to duty shall be given to employee within four (4) working hours of the employee's notice to the City of their return to work. In the case of a continuing illness or injury, the employee shall continue to notify the City on a regular basis of their inability to report to work. During the period of such continuing illness or injury, the City may require that the employee periodically submit a certification from a healthcare provider indicating the employee's current condition, the expected duration of the employee's absence and the prognosis for the employee's return to work. The City may also require a healthcare provider's certification of any limitations on an employee's ability to safely perform essential job duties.

Sick leave may be utilized for necessary medical or dental appointments only when such appointments cannot be scheduled outside an employee's regular duty hours. If such scheduling is not possible, appointments shall be scheduled at the beginning or end of the employee's shift to the greatest extent possible.

9.4 Thirty (30) days after all sick leave, compensatory time and vacation leave has been exhausted, as provided in Section 5 of this Article, seniority shall be frozen from that date until the employee returns to work.

9.5 When an employee suffers an on-the-job injury or occupational illness the City's obligation to pay under this Sick Leave Article is limited to the waiting period before workers compensation payments begin and the difference between any payment received under Workers Compensation Laws and the employee's regular salary. In such cases, prorated charges will be made against accrued sick leave. When all sick leave has been exhausted, the employee's compensatory time, then vacation time will be utilized. The City's payment will be limited to the amount of the employee's accrued sick leave, compensatory time and vacation time.

In the event a final decision is 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, adjustments may need to be made to reconcile and correct any underpayment or overpayment. The City will notify the Association of the need for any correction and amount of over or underpayment. The City and Association agree to meet to confirm the need for

correction, amount of any underpayment or overpayment and the method of repayment, i.e. adjustments in leave banks, deductions from future paychecks, etc.

ARTICLE 10 - PAID LEAVES OF ABSENCE

10.1 Any regular employee may be granted leaves of absence with pay for the following reasons:

- (a) jury duty (any compensation received by the employee from the court shall be endorsed over to the City);
- (b) appearance required as a subpoenaed witness or as a witness in conjunction with a legal action wherein the employee is testifying on behalf of the City of Hood River, or as otherwise approved by the City;
- (c) death in the immediate family (defined as spouse, parent, children, brother or sister of the employee, and of the employee's spouse, parents of present living spouse, grandparents and grandchildren, stepchildren and stepparents of employee and current spouse), provided however, that such leave extend no more than three (3) working days;
- (d) attendance at a conference or school with prior approval of the Director of Public Works; and
- (e) other absences in accordance with applicable law.

Employees may also utilize up to eighty (80) hours of sick leave to grieve, attend funerals or bereavement events and make funeral arrangements for members of their immediate family in accordance with the OFLA and the Oregon Sick Leave Law. Sick leave granted under this provision shall be for deaths of members of an employee's "immediate family" as defined by OFLA and must be taken within sixty (60) days of notice of the death.

10.2 Regular employees may be granted leaves of absence without pay based upon the needs of the employee and the operational efficiency of the City. Leaves of absence require advance written approval. Failure to abide by the terms of an approved leave may result in disciplinary action up to and including termination.

ARTICLE 11 - VACATION

11.1 No vacation time shall be credited to an employee before six (6) months of continuous employment from date of hire. After completing the first six (6) months of continuous employment with the City, new employees shall be credited with five (5) working days' vacation leave, and upon completing one (1) full year of continuous employment, employees shall be

credited with five (5) additional days' vacation leave (totaling ten (10) full days' vacation leave for the first year of continuous employment). Vacation leave shall accrue during periods of paid leave (including periods an employee is receiving sick leave or other paid leave to supplement workers compensation time loss payments) but shall not accrue during any period of leave of absence without pay.

11.2 An employee shall earn five-sixths (5/6) of a day vacation leave for each full month worked during the second (2nd) year of continuous employment and one (1) day of vacation leave for each full month worked during the third (3rd) through the fifth (5th) year of continuous employment. Beginning with the sixth (6th) year of continuous employment with the City through the tenth (10th) year of continuous employment, an employee shall earn one and one-fourth (1-days' vacation leave for each full month worked. Beginning with the eleventh (11th) year of continuous employment through the fifteenth (15th) year of continuous employment, the employee shall earn one and one-half (1-1/2) days' vacation leave for each full month worked. Beginning with the sixteenth (16th) year of continuous employment through the twentieth (20th) year of continuous employment, the employee shall earn one and three-fourths (1-3/4) days' vacation leave for each full month worked. Beginning with the twenty-first (21st) year of continuous employment and for each year thereafter, the employee shall earn two (2) days' vacation leave for each full month worked.

11.3 Continuous Employment. Continuous employment shall be employment unbroken by separation from City service as set forth in Article 6.7. However, employees will only accrue vacation pay during periods of paid leave as set forth above.

11.4 Probationary Employees. No employee who separates from employment with the City while on new-employee probationary status shall be eligible for any cash-out of vacation leave.

ARTICLE 12 - HOLIDAYS

12.1 The following days shall be recognized by the City as official holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Holiday
Martin Luther King, Jr. Day	Columbus Day/Indigenous Peoples' Day

Additionally, any day the City recognizes or observes as a holiday which is not specifically set out above shall be recognized and observed as a paid holiday for members of this bargaining unit.

12.2

- (a) Employees not required to work on the above-designated holidays shall receive normal work shift hours of holiday pay at the employees' regular hourly rates of pay.
- (b) Employees required to work on any part of the above holidays shall receive normal work shift hours of holiday pay at their regular hourly rates of pay in addition to the overtime rate of pay for all hours worked on the holiday. At the option of the employee, such overtime payment may be taken in compensatory time off (with supervisor's permission).

12.3 Holidays falling on Saturday or Sunday will be observed on the preceding Friday or following Monday. In the event that a 4-10 workweek is adopted, holidays falling on a Friday will be observed on the preceding Thursday by those employees working a Monday through Thursday 4-10. Holidays falling on a Monday will be observed on the following Tuesday for those employees working a Tuesday through Friday 4-10.

12.4 One personal holiday shall be awarded each calendar year, shall be treated as a vacation day, and must be taken within the course of that calendar year or be lost.

ARTICLE 13 - RETIREMENT

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

13.2 The City shall withhold from salary the employee's PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the City to PERS. For the limited purposes of Internal Revenue Code section 414 (h)(2) and related tax statutes, the employee's contribution to PERS is deemed picked up by the City as a pretax contribution as the term "picks up" is used in the Internal Revenue Code and that employee's reported salary and wages on W-2 forms for tax purposes will be reduced by the amount of the employee's PERS contribution.

ARTICLE 14 - HEALTH INSURANCE PROGRAMS

14.1 The City offers one health care plan with the understanding that the coverage will be equivalent or better to the current coverage

14.2 The City and Association agree that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$1,500 for employee with employee and family; medical coverage \$1,000 for employee plus one dependent; and \$500 for single members. VEBA

payments as described above will be made to the employee's VEBA account half on January 1 of each year and half on July 1 of each year.

14.3 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.

14.4 The City shall promptly notify the Association in advance of potential changes in insurance coverage and/or insurance carriers during the term of this Agreement.

14.5 The City and the Association agree to negotiate any changes in insurance coverage or insurance carriers before the City adopts such changes. The City agrees that should a particular insurance plan no longer be available, it will make a good faith effort to secure equal or better coverage under an alternative plan.

ARTICLE 15 - LIABILITY INDEMNIFICATION

15.1 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 16 - LIFE INSURANCE

16.1 The City agrees to provide ten thousand dollars (\$10,000) worth of term insurance covering employees in the event of either occupational and non-occupational related death. (\$5,000 life and \$5,000 accidental death and dismemberment).

ARTICLE 17 - ALCOHOL AND DRUGS

17.1 Policy. The City of Hood River has a commitment to its employees to provide a safe work environment and to promote high standards of employee health and performance. It is the goal of the City to establish and maintain a safe and healthy work environment that is free from the effects of alcohol and drugs. An employee's off-the-job, as well as on the job, involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and to the public. The City will not tolerate any drug and alcohol use which imperils the health and wellbeing, or productivity of its employees or threatens the quality or high standards of the services provided to the public by its employees.

17.2 The City Encourages Treatment. The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees identify drug or alcohol related problems and obtain appropriate treatment. An employee who believes that they have a problem involving the use of alcohol or drugs should ask the Human Resources or City Manager for assistance. No discipline or discrimination will result from an employee asking for such assistance. The City will work with the employee to identify programs that may be available to help deal with the problem. The request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances.

Although the City recognizes that alcohol and drug abuse can be successfully treated and the City is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance before drug or alcohol problems lead to conduct justifying disciplinary action. It is also the employee's responsibility to provide the City with documentation from a medical professional stating that such treatment is necessary. Once a violation of City's policy occurs, an employee's willingness to seek City or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of an appropriate penalty.

17.3 Prohibited Conduct. The following conduct is strictly prohibited:

- (a) The possession, transfer, offering, use or being under the influence of any intoxicating liquor while on City property, premises, job sites, and on City time. **IMPORTANT:** The conduct prohibited by these rules includes consumption of *ANY* intoxicating liquor during breaks or lunch period, or on the job. It also includes reporting to work, working or returning to duty while under the influence of intoxicating liquor. An employee whose blood alcohol content (BAC) exceeds .02 will be deemed to be "under the influence" for the purposes of this policy. This prohibition does not include intoxicating liquor consumed in the performance of duty.

- (b) The possession, transfer, offering, use or being under the influence of drugs while on City property, premises, job sites and on City time, including breaks or lunch periods. **IMPORTANT:** For the purpose of this Policy, an employee is considered to be "under the influence" of drugs, if the employee tests positive according to the thresholds set forth in the Mandatory Guidelines for Federal Workplace Drug Testing Programs for having such substances present in their body set forth below as set forth in Attachment B to this Agreement.

Marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical or recreational use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act or is using marijuana in compliance with state law. However, employees who are using marijuana in compliance with a medical marijuana card will not automatically

be subject to termination of employment. Instead, such employees are required to disclose any use which would constitute “prohibited conduct.” If the City determines that the employee using medical marijuana is disabled under applicable disability discrimination statutes, the employee will be asked to enter into an interactive discussion with designated representative(s) to determine whether a reasonable accommodation can be made that would allow the employee to continue to be employed without violating standards.

EXCEPTION: The use of medically prescribed or over-the-counter drugs during working hours is not grounds for disciplinary action. However, employees are responsible for reviewing medication warnings regarding the side effects of medications and consulting their health care provider regarding the side effects of combinations of medications. Employees shall have no obligation to inform their supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment or their health care provider has notified them of side effects of combinations of medications which may prevent mechanical equipment. An employee must inform their supervisor that they are taking prescribed or over-the-counter drugs which produce side effects that will affect their ability to safely perform their job duties prior to beginning work each day they use the medication.

- (c) Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Public Works Director, irrespective of the jurisdiction where such action was taken.
- (d) Failing to comply with City directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; refusing to submit to a search authorized by this policy; failing to comply with rehabilitation conditions imposed by the City or rehabilitation counselors pursuant to this policy.
- (e) Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required, above.

Employees of the City who violate this policy will be judged on a case-by-case basis. Discipline up to and including treatment and/or discharge may be imposed.

17.3 Reasonable Cause. When the City has reasonable cause to believe that an employee may have violated the prohibitions described in subsections (a) or (b) above, they will be required to promptly submit to a drug and alcohol test. The employee may also be placed on paid leave pending the results of the test and further investigation as determined appropriate by the City.

Among the situations where the City may require that the employee submit to drug and/or alcohol testing for reasonable cause include, but are not limited to, the following:

- Observable symptoms of being affected by alcohol or drugs;
- Accident investigations involving a fatality, serious bodily injury, or substantial damage to property;
- Unexplained significant changes in behavior (e.g. abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.);
- Unexplained or suspicious absenteeism or tardiness;
- Credible reports of drug or alcohol use in violation of this policy;
- Employee admissions regarding drug or alcohol use; and
- Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activities in violation of City's policy.

In order to meet the objectives of this policy and to thoroughly investigate for reasonable cause, the City reserves the right to carry out searches of individual employees' personal effects when employees are on City property or in a City vehicle, if there is reasonable cause to believe drugs, alcohol or drug/alcohol related paraphernalia are contained in the item searched.

17.4 Testing Procedure. In the event that an employee is to be tested for reasonable suspicion, the Public Works Director or designee will notify the employee in the presence of an Association representative if readily available, of the intent to test, the reason that the employee is to be tested. In the event an Association representative is not readily available, the employee will be notified of this information and will further be reminded that they are required to submit to testing, but have no obligation to share information with the City until an Association representative is present. An employee's refusal to consent to an alcohol and/or drug test will be considered to be a positive test result.

The employee to be tested will be taken to Hood River Providence Hospital, or such other sampling facility as designated by the City where samples of urine and/or blood will be taken. The test will be paid for by the City and all time spent in route to and from the test site and during the test will be paid for as though worked. The sample(s) will be marked as being the employee's. The sample will be sealed and a strict chain of custody procedures will be observed.

The sample(s) will be delivered to a certified lab for testing. If a screen test is positive a second test of confirmation will be done using gas chromatography mass spectrometry (GCMS). The company may use either a urine or blood test to determine the alcohol level in the employee's system (if by blood the enzymatic -UV method shall be used). The samples taken will be kept and stored for a six (6) month period.

The specimen will initially be screened by the EMIT system. If that test is negative, then the specimen will be reported as negative. No further testing will be done. The initial and confirmatory cutoff levels set forth in Appendix B of this Agreement shall be used when screening specimens.

All specimens identified as positive based on the initial thresholds set forth in Appendix B shall be confirmed using GC/MS techniques. Concentrations which exceed the confirming levels will be considered positive.

* If an employee is required to take an alcohol test in accordance with this policy they will have the option to choose either a urinalysis test or a blood test at the levels set out above.

17.5 Consequences for Violations and Procedure for Return to Work.

(a) Employees who Report Dependencies and Seek Assistance *Before* Committing a Policy Violation.

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. Employees who enroll in substance abuse programs are subject to all City and Department rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness. However, such employees will be required to submit acceptable verification of fitness to return to duty before they will be permitted to return to work.

During the time employees are off work undergoing rehabilitation they may draw their unused, accumulated sick leave, vacation pay, holiday pay or compensatory time. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which their paid leave is depleted or for the period required under FMLA and/or OFLA, whichever is greater.

(b) Employees who Report Dependencies and Seek Treatment *After* Committing a Policy Violation.

In a case where an employee notifies the City of drug or alcohol dependencies *after* violating this Policy, the City will consider an employee's treatment program as possible mitigation. However, violation of this Policy is considered a serious offense for which an employee is subject to discharge. The City retains the right to offer an employee who has committed a violation of this Policy a Last Chance Agreement in lieu of being discharged. The Last Chance Agreement will address the requirements imposed on the employee as a condition of remaining in the City's employment.

The City will consider the following factors in exercising its discretion to offer a Last Chance Agreement: 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 nothing in this Policy prohibits the City from disciplining or discharging an employee for engaging in illegal conduct, irrespective of when that conduct is discovered.

IT IS UNDERSTOOD AND AGREED THAT THE REFERENCES TO DISCIPLINE AND DISCHARGE SET FORTH IN THIS POLICY AND THE REHABILITATION AND RETURN TO WORK AGREEMENT ARE NOT INTENDED TO SUPERSEDE "JUST CAUSE" OBLIGATIONS.

17.6 Pre-Employment Screening. All employees hired for employment may be required to pass a chemical screen test as a condition of employment.

17.7 Disputes. In the event that any portion of the above conflicts with federal or state law, that portion shall be amended as necessary to conform in all respects to federal or state law.

ARTICLE 18 - TIME SHEETS

All employees are required to fill out a time record sheet to document all accrued time taken and all time that deviates from their regular scheduled forty (40) hour work week.

Employees shall report on their "Semimonthly Time Card" any deviation from their regularly scheduled work week. Employees need not record each minute they arrive and leave the premises, but if they work more or less than their scheduled forty (40) hours, they must record it on their time sheet. Time should be rounded to the nearest quarter hour. The time sheets shall be submitted to the Payroll Clerk the first and sixteenth of each month. Payroll checks shall be distributed on the fifth and twentieth of each month.

ARTICLE 19 - PERFORMANCE REVIEW

Regular performance reviews shall be conducted with each employee and are to be evaluated against the responsibilities set forth in their job description.

Scheduled performance reviews shall be conducted after six months from date of hire and annually thereafter. Additional performance reviews may be conducted as determined by the employee's supervisor to assist in employee communication development and job performance.

ARTICLE 20 - PERSONNEL FILES

Each employee shall have the right, upon request, with reasonable notice, to review and obtain, at their own expense, copies of the contents of their personnel file. Official personnel files shall be maintained by the City's Personnel Director.

ARTICLE 21 - CONFLICT OF INTEREST

All members of the Association shall promptly advise the Public Work Director of conflicts of interest. A conflict of interest is defined as an employee having a significant personal or financial interest in a company or organization such that it impacts the employee's performance of duties as to that company or organization, or individuals closely associated with them, or creates an appearance of impropriety in the eyes of the public.

ARTICLE 22 - PROFESSIONAL ORGANIZATIONS

The City may authorize membership in professional organizations where such membership is of benefit to the City in terms of keeping the employee abreast of current developments in their technical field or profession. Additionally, the City recognizes the value of community service through professional organizations and programs applicable to Public Works services.

Since most professional and service organizations hold meetings outside normal business hours, employee participation should conflict with work hours to only a de minimis extent. Should there be a conflict, attendance is subject to advance approval by the Public Works Director.

In all cases, membership fees must be approved by the Public Works Director in advance of payment.

Miscellaneous expenses associated with attendance at programs conducted by professional organizations (luncheons and seminars) will be reimbursed upon submission of receipts provided there has been prior approval for attendance by the Public Works Director.

ARTICLE 23 - WORKERS' COMPENSATION CLAIMS

See the City of Hood River Personnel Policy Handbook – Workers' Compensation.

ARTICLE 24 - PROTECTIVE CLOTHING AND EQUIPMENT

24.1 Protective clothing, or any protective device required as a condition of employment or to ensure the safety of employees in the performance of their duties will be provided by the City and will remain the property of the City.

24.2 For each regular employee, the City will pay \$350 in the spring season and \$350 in the fall season of each year of the Agreement for the purchase of work clothing.

24.3 For each regular employee, the City will pay for up to ten (10) shirts to be embroidered

each year of the Agreement.

24.4 The City shall provide each regular employee with a cellphone allowance of \$40 per month (\$480 per year) for the term of this agreement.

ARTICLE 25 - GENERAL PROVISIONS

25.1 A safety committee comprised of one bargaining unit employee, one supervisory employee and a third employee mutually selected by the other two will meet during work time at least once each month to determine safety standards and to ensure compliance with them.

25.2 If the City requires an employee to possess a current Commercial Driver's License (CDL), the City agrees to reimburse the employee for the difference between any medical insurance payment received for the physical examination and the actual cost for the physical examination. The City also agrees to reimburse employees who are required to have a CDL in order to work in their position for the cost of CDL training, subject to the following:

- (a) Employees must successfully complete their probationary period in order to be entitled to receive reimbursement.
- (b) Employees may, but will not be required, to begin CDL training during their probationary period.

The City further agrees to pay the cost for City-required endorsement testing (first time only), and Hazardous Materials licensing endorsement (first time only).

ARTICLE 26 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction or made illegal through the enactment of a federal or state law or through governmental regulation having the full force and effect of law, such action shall apply only to the specific article, section, or portion directly rendered invalid, unlawful or otherwise unenforceable. The parties agree to immediately negotiate a lawful modification or substitution of the invalidated article, section or portion. If the parties are not able to reach agreement as to a substitute provision for the invalidated portion of the Agreement, the matter may be resolved through the dispute resolution under State law.

ARTICLE 27 - MANAGEMENT RIGHTS

The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association

recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, determining the financial, budgetary, accounting and organizational policies and procedures of the City; directing the activities of the Public Works Department; determining standards and levels of service and methods of operation, including subcontracting, and staffing levels; increasing, diminishing or changing departmental equipment, including the introduction of new equipment, hiring, disciplining and discharging for just cause, training, laying off, recalling, transferring and promoting, including determining the procedures and standards thereof, disciplining and discharging probationary employees; maintaining the efficiency of employees; determining work schedules and assigning work; determining job content; determining the need for and scheduling of volunteers; taking all necessary action to carry out its mission in emergencies; and exercising any other right not specifically abridged by this Agreement.

Nothing in this clause shall have the effect of nullifying any term of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 5. It is further agreed that the City retains all rights, powers, and privileges not expressly limited by a provision of this Agreement. Aside from the management rights preserved above, nothing in this Agreement shall be construed as a waiver of the Association's right to bargain changes to terms that are mandatory subjects of bargaining, or have an impact on mandatory subjects of bargaining, during the term of this Agreement.

ARTICLE 28 - PEACEFUL PERFORMANCE OF CITY SERVICE

The parties recognize that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees, are essential considerations of this Agreement. The Association agrees on behalf of itself and its members, individually and collectively, that, apart from those remedies expressly afforded the Association by the terms and provisions of the State of Oregon Public Employee Collective Bargaining Act (PECBA), it shall not engage in any legally-Unauthorized strikes, picketing, boycotting, work stoppages, sit downs, or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work, at any time during the term of this Agreement.

In the event of a violation of this Article by the Association and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.

There will be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 29 - PREVAILING RIGHTS

In the event the City desires to discontinue a practice that constitutes a mandatory subject of bargaining or discontinue a permissive subject that has a mandatory impact, the City will notify the Association of its intent to implement a discontinuation in writing. The Association shall have the right to demand bargaining in writing within fourteen (14) calendar days from notification by the City pursuant to ORS 243.698.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2021, through June 30, 2022, and thereafter during all negotiations until a new Agreement between the parties is reached or PECBA dispute resolution procedures have been satisfied. This Agreement shall not be modified in whole or in part by the parties except in writing, duly executed by both parties.

This Agreement will automatically reopen for negotiation of a successor agreement on February 1, 2022.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

FOR THE CITY:



Will Norris, Interim City Manager

Date: 8/10/2021

FOR THE ASSOCIATION:



Adam Schmid, President

Date: 8-4-21

APPENDIX B - DRUG TESTING LEVELS

The following initial and confirmatory cutoff levels shall be used when screening specimens to determine whether they are negative for the drugs or classes of drugs required for testing:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites.....	50 ng/mL.....	THCA ¹	15 ng/mL
Cocaine metabolites.....	150 ng/mL.....	Benzoyllecgonine.....	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL.....	Codeine.....	2000 ng/mL
		Morphine.....	2000 ng/mL
6-Acetylmorphine.....	10 ng/mL.....	6-Acetylmorphine.....	10 ng/mL
Phencyclidine.....	25 ng/mL.....	Phencyclidine.....	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL.....	Amphetamine.....	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL.....	MDMA.....	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).