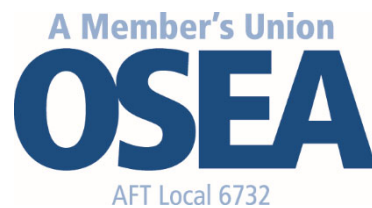


# **COLLECTIVE BARGAINING AGREEMENT**

TUALATIN HILLS PARK & RECREATION DISTRICT AND  
OREGON SCHOOL EMPLOYEES ASSOCIATION TUALATIN HILLS PARK &  
RECREATION DISTRICT CHAPTER 400

**2022-2025**



## **Collective Bargaining Negotiation**

### **Employee Association Negotiation Team**

Josh Christopher, Park Maintenance Specialist  
Joel Gonzales, Park Maintenance Specialist  
Luke Huber, Irrigation Specialist  
Chris Kolodziejczak, Park Maintenance Coordinator  
Melissa Marcum, Volunteer Services Specialist  
Shawna Meechan, OSEA Field Representative  
Brenda Peterson, Office Tech  
Melissa Van Altvorst, Office Tech

### **District Negotiation Team**

Jon Campbell, Maintenance Operations Manager  
Christine Hoffmann, Human Resources Director  
Cindy Hopper, Fiscal Operations Manager  
Ann Johnson, Center Supervisor  
Lindsay Lambert, Administrative Specialist – Confidential  
Aisha Panas, Park Services Director  
Sabrina Taylor Schmitt, Interim Recreation & Aquatics Director  
Brian Yourstone, Center Supervisor

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# Collective Bargaining Agreement

## 2022-25 AGREEMENT

This Agreement entered into the 1st day of July 2022 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "district" and the OREGON SCHOOL EMPLOYEES ASSOCIATION TUALATIN HILLS PARK & RECREATION DISTRICT CHAPTER 400, hereinafter referred to as "association."

### ARTICLE 1 RECOGNITION

#### Section 1.1:

The district recognizes the association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.

#### Section 1.2:

The bargaining unit shall consist of all full-time (FT) employees of the district, EXCLUDING the General Manager, Directors, Executive Assistant, Administrative Specialist – Confidential, Department Managers, Land Acquisition Specialist, Senior Park Planner, Human Resources Coordinator, Park Maintenance Supervisor, Support Services Manager, Center Supervisor, Assistant Center Supervisor, part-time (PT) and seasonal employees.

#### Section 1.3:

A FT employee is defined as employed in a budgeted position working a schedule of an average of thirty (30) hours per week or more on a year-round basis. A PT employee is defined as working a schedule of an average of less than thirty (30) hours per week on a year-round basis. A seasonal employee is defined as working six (6) months or less.

#### Section 1.4:

Classifications within the bargaining unit may be assigned supervisory responsibility for PT and seasonal employees, and/or lead responsibility for FT employees. In no case shall a bargaining unit employee supervise other bargaining unit employees except as outlined in the Agreement for temporary promotion outside the unit. For the purposes of this article, supervisory responsibilities shall consist of approval of evaluations, execution of disciplinary actions, and hiring and firing authority.

#### Section 1.5:

The district will notify the association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with district representatives to discuss the matter. If agreement is not reached within a reasonable time, the district may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.

### ARTICLE 2 MANAGEMENT RIGHTS

#### Section 2.1:

It is recognized that an area of responsibility must be reserved to the employer if the district is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the district and are not subject to negotiation. By way of illustration and not limitation, the following are

listed as such management functions:

- A. The determination of the services to be rendered to the community served by the district.
- B. The determination of the district's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the district establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

### **ARTICLE 3 GENERAL CONDITIONS**

**Section 3.1:**

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

**Section 3.2:**

During the life of this Agreement, the association agrees not to engage in any strike or work stoppage and the district agrees not to engage in any lockout.

**Section 3.3:**

No employee shall be discharged or discriminated against for upholding association purposes and taking an active part in the affairs of the association.

**Section 3.4:**

The association shall have the right to appoint representatives. The district shall allow designated association representatives to engage in the following activities during work hours and at the district's facilities, without the loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the Collective Bargaining Agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings, and any other meetings between representatives of the district and the association to discuss employment relations;
- f. Provide information regarding the Collective Bargaining Agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceedings in which the designated union representative has been subpoenaed as a witness.

**Section 3.5:**

For purposes of this article, “designated representatives” shall include chapter executive board officers, building representatives, and their designees. A non-employee OSEA Field Representative shall be permitted access to the district’s facilities for the purpose of engaging in the activities described in this article on the same terms and conditions as designated representatives.

**Section 3.6:**

The district shall not reduce a designated representative’s work hours to accommodate the designated representative’s performance of the activities listed in section 3.4 of this article. However, the designated representative and their supervisor may agree to a flex schedule that allows the designated representative to perform such activities during paid work hours.

**Section 3.7:**

The district may refuse to authorize additional work hours that incurs overtime pay as a result of performing the activities listed in section 3.4 of this article.

**Section 3.8:**

No provision of this Agreement shall be interpreted to authorize any party, the district, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

**Section 3.9:**

The district shall provide each employee with copies of the Collective Bargaining Agreement.

**Section 3.10:**

No more than six (6) chapter officers, and elected or appointed association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with district duties. However, the parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours to attend the bargaining session on paid work time. No more than ten (10) chapter officers and elected or appointed association representatives, upon approved application, may be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

**Section 3.11:**

The association shall have the right to use the district’s facilities to conduct union meetings.

**Section 3.12:**

The district’s electronic mail system may be used by the association for union-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the association.

**ARTICLE 4  
ASSOCIATION MEMBERSHIP**

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the association.

**Section 4.1:**

The district, when so authorized and directed in writing by an employee on a membership card,

hereafter referred to as an authorization form, which shows the employee's consent, will deduct regular association dues, charges, fees, and assessments from wages of such employee. The authorization form will be provided by the association and upon being filled out by the employee, shall be provided to the association and the district. Any authorization for payroll deductions of dues may be canceled by the employee upon written notification to the Association State Office, to be effective on the first day of the following month. The district will not be held liable for check off errors but will make proper adjustments with the association for errors as soon as is practicable.

**Section 4.2:**

Hold harmless: The association agrees that it will indemnify and hold the district harmless from all suits, actions, and claims against the district or persons acting on behalf of the district whether for damages, compensation or any combination thereof, arising out of the district's faithful compliance with the terms of this article. In the event of any suit or proceeding brought to invalidate this article, the association will actively defend the suit or proceeding. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the association shall be solely responsible for any reimbursement to the employee.

**Section 4.3:**

Payroll deduction of dues shall be made by the disbursing officer of the district each month to the Treasurer of the association. The amount of dues shall be indicated by the association to the district in writing and shall be effective on the date indicated by the association.

**ARTICLE 5  
ASSOCIATION REPRESENTATIVES MEETING WITH STAFF**

**Section 5.1:**

Representatives of the association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular association membership meetings.

**Section 5.2:**

At employee orientations, the district shall provide the association with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the union's presentation.

**Section 5.3:**

When a bargaining unit employee is hired after the employee orientation or when the district does not conduct an orientation, the union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall be scheduled by the association at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

**Section 5.4:**

The union shall be permitted to meet with employees during regular working hours at their regular work location to discuss grievances, complaints, and other workplace related matters without loss of compensation or benefits to any employee, including any designated representative attending the meeting.



**ARTICLE 6  
EMPLOYEE LIST**

**Section 6.1:**

The district will provide the association Chapter President, Field Representative, and OSEA's Director of Fiscal Operations with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

1. The employee's full name and date of hire;
2. Contact information including:
  - a. Cellular, home, and work telephone numbers;
  - b. Personal and work electronic mail addresses; and
  - c. Home or personal mailing address;
3. Employment information including:
  - a. Job title;
  - b. Salary;
  - c. Worksite location; and
4. The employee's date of birth.

**Section 6.2:**

The district shall provide the information listed in Section 6.1 within ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for all employees in the bargaining unit.

**ARTICLE 7  
EQUAL OPPORTUNITIES**

**Section 7.1:**

The district is an equal opportunity employer and is committed to diversity, equity, inclusion and access. Employees of all backgrounds and identities are welcomed and included.

**ARTICLE 8  
ATTENDANCE**

**Section 8.1:**

If an employee is unable to report to work at the designated starting time, they are expected to provide sufficient notice. Notification must be given to the immediate supervisor as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift (this notification requirement shall be waived for emergency situations).

**Section 8.2:**

**Flexible Work Solutions**

Represented staff members may request flexible schedule and telework options subject to the eligibility requirements outlined in the Flexible Work Solutions Policy. Some positions might not qualify for all options, due to the nature of their work and the eligibility requirements.

**ARTICLE 9  
ANNIVERSARY DATE**

**Section 9.1:**

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1st) through fifteenth (15th) of the month shall be the first (1st) day of the month of hire.

**Section 9.2:**

The anniversary date for the purposes of sick leave and vacation accruals and pension for those

employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

## **ARTICLE 10 WAGES**

### **Section 10.1:**

The district agrees that each employee shall be paid in accordance with the schedule contained in the Rate Range Chart. Upon ratification of this contract, the Rate Range Chart shall be adjusted by increasing all wages 6.75%. Effective July 1 of each subsequent contract year, wage rates will be increased by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Pacific Consumer Price Index for all Urban Consumers (CPI-U) from April to March of the preceding year. However, in no event shall the Cost of Living Adjustment be less than two percent (2%) or more than four percent (4%).

## **ARTICLE 11 RATE RANGE AND MERIT INCREASE**

### **Section 11.1:**

The Rate Range Chart shall be updated each year. Employees hired or promoted shall be placed on a step contained on the Rate Range Chart. Employees shall be hired at the starting salary justified by an internal equity analysis and shall progress through the range.

### **Section 11.2:**

The anniversary date, for the purposes of merit increase, for employees hired the first (1st) through the fifteenth (15th) of the month shall be the first (1st) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16th) of the month, but before the first (1st) of the following month shall be the first (1st) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form. If the employee is not meeting expectations as identified on the performance evaluation form, they will not be eligible for a merit increase until the first of the pay period following successful completion of a plan of assistance and this increase will not be retroactive. This shall not change the anniversary date for eligibility for future merit increases.

The district shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

### **Section 11.3:**

See Rate Range Charts.

### **Section 11.4:**

If an employee is promoted to a classification that is one grade higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least five percent (5%) monthly. If an employee is promoted to a classification that is two or more grades higher, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay of at least seven and a half percent (7.5%) monthly.

If the employee's anniversary date falls within the three (3) month promotional probationary period, the employee will be eligible for a merit increase the first of the month following successful completion of the promotional probationary period, and that date will become the new anniversary date for the

purposes of merit increases.

**Section 11.5:**

If an employee is demoted to a lower paying classification, the employee shall be moved effective with the date of the assignment to the step in the new classification which is either the step justified by an internal equity analysis, the step which represents a decrease of at least five percent (5%) monthly, or the maximum of the range, whichever is less.

**Section 11.6:**

Employees in positions identified by the general manager (or designee) as bilingual desirable or required, who demonstrate fluency through language testing, will receive a pay premium of three percent (3%) of their regular base pay. Languages eligible for bilingual pay may vary by work location.

**ARTICLE 12  
PAY PERIODS**

**Section 12.1:**

Through October 15, 2022, employees of the district shall be paid twice a month on the fifteenth (15th) and the last banking day of the month. Effective October 16, 2022, employees shall be paid on a biweekly basis.

**Section 12.2:**

For biweekly payment of wages, if a pay date falls on a legal holiday, the pay date shall be moved to the following banking day.

Until implementation of biweekly payment of wages, if the fifteenth (15th) of the month falls on a legal holiday or Saturday, the pay date shall be moved up to the day preceding. If the fifteenth (15th) of the month falls on a Sunday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on Monday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15th) of the month falls on a Sunday, the pay date shall be moved to the day following.

**Section 12.3:**

A one-time, lump sum payment shall be issued October 31, 2022, to all active bargaining unit employees hired on or prior to October 15, 2022. This payment, equivalent to a gross semi-monthly paycheck is intended to support the transition from forecast pay to payment in arrears for ongoing employees of the district.

**ARTICLE 13  
REST BREAKS AND MEAL PERIODS**

**Section 13.1**

Employees in the bargaining unit shall receive rest periods in accordance with Oregon Bureau of Labor and Industry standards.

Rest Breaks

Employees shall receive a fifteen (15) minute break during each segment of four (4) hours or major part thereof worked in any one work period. The break will be scheduled as close as possible to the middle of the work period.

Meal Periods

Employees who are scheduled to work six (6) or more hours shall receive an uninterrupted, unpaid meal period no less than thirty (30) minutes. Mealtime shall be scheduled by the employees' immediate supervisor and shall be as near as possible to the halfway point of the workday. Such time

shall not be considered as time worked and will not be paid time.

Table 1: Rest and meal periods required based on length of work period

<b>Length of Work Period</b>	<b>Number of Rest Breaks Required</b>	<b>Number of Meal Periods Required</b>
2 hours or less	0	0
2 hrs. 1 min to 5 hrs 59 min	1	0
6 hours	1	1
6 hrs. 1 min to 9 hrs 59 min	2	1
10 hrs. 1 min to 13 hrs. 59 min (4 day/10-hour schedules)	3	1

## **ARTICLE 14 OVERTIME AND COMPENSATORY TIME**

### **Section 14.1:**

An employee's workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the district will be required to work over forty (40) hours a week. No overtime will be worked without prior approval from the supervisor.

Positions will be classified as being either exempt from overtime under the Fair Labor Standards Act (FLSA) or non-exempt from overtime.

### **Section 14.2:**

All employees in positions classified as FLSA non-exempt will receive either one and one half (1½) hours compensatory paid time off, or cash compensation at a rate of one and one half (1½) times their regular rate of pay for each overtime hour worked in excess of forty (40) hours in any workweek.

Election of compensatory time or overtime cash payment will be made each pay period by the employee at the time of review and approval of their timesheet, and within the established approval deadlines for each pay period. The default election will be compensatory time earned in lieu of overtime cash payment.

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the non-exempt employee's leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this section, leave hours will not include holiday hours.

### **Section 14.3:**

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The supervisor must approve use of compensatory time.

### **Section 14.4:**

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

### **Section 14.5:**

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

**Section 14.6:**

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

**Section 14.7:**

Exempt employees are not eligible for overtime or compensatory time. In recognition that positions may require additional hours beyond the normal workweek, exempt employees receive 24 hours of administrative leave on July 1 of each contract year. New exempt employees hired between July – December will receive 24 hours of administrative leave upon hire. New exempt employees hired between January - June will receive a prorated award of 12 hours of administrative leave upon hire. This leave is in addition to sick, vacation, holiday, and personal leave; is non-cumulative and must be used by the end of the contract year or will be forfeited. Upon termination of THPRD employment, no compensation will be granted for unused administrative leave.

**ARTICLE 15  
STANDBY TIME**

**Section 15.1:**

Standby Time is defined as any time an employee is required to carry a THPRD provided communications device for the purpose of being contacted during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a communications device for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the communications device for a period longer than one week in duration at a time.

**Section 15.2:**

Employees required to carry a communications device shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time or overtime as outlined in Article 14.

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

**Section 15.3:**

When an employee receives a call, text, or email while on standby and the call, text, or email results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in section 15.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

**Section 15.4:**

The employee who is called back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in section 29.3.

**ARTICLE 16  
INCLEMENT WEATHER RESPONSE**

**Section 16.1:**

During inclement weather events, the district will modify operations to safely meet the needs of patrons and staff. Refer to the Inclement Weather Policy and Addendum for complete details. In the event of inclement weather, staff are expected to check district communications channels such as district website, text alerts, or employee hotline to receive updates on changes to the district's

operational status prior to leaving for work. The district will provide alerts through a text messaging service to notify staff regarding changed operational status on inclement weather days.

**Section 16.2:**

The district shall maintain an annual list of employees who are willing to serve on the Inclement Weather Team (IWT). IWT membership is voluntary, and members include building maintenance technicians, pool operators, and other full-time employees in the Park Services Division. IWT members are responsible for determining if they can safely make it to their assignments and are expected to arrive as soon as safely possible.

**Section 16.3:**

Employees who report for IWT duty will receive either compensatory time at a rate of time-and-a-half for hours worked, or receive overtime pay at a rate of time-and-a-half, during the closure. IWT duty will end when all other staff are expected to report for their normal duties.

**ARTICLE 17  
EMPLOYEE BENEFITS**

**Section 17.1:**

**MEDICAL & DENTAL INSURANCE**

Medical Insurance

The district shall retain Kaiser medical insurance for all bargaining unit employees and their dependents.

For employees participating on the Kaiser HSA-Qualified plan, the district shall pay one hundred percent (100%) of the premium for employee and dependent coverage.

For all employees participating on the Kaiser HSA-Qualified plan, as of January 1 of each contract year beginning in January 2023, the district will contribute \$1,500 for employee only coverage or \$3,000 for employee plus dependent coverage into the employee's Health Savings Account (HSA).

Effective January 1, 2023, employees participating on the Kaiser HMO plan shall pay a five percent (5%) contribution toward the premium with children being carried on district medical insurance at no additional contribution by employees. For example, employees covered at the employee + child(ren) shall contribute five percent (5%) of the employee-only premium.

For employees participating on the Kaiser PPO plan, the district shall pay thirty percent (30%) of the difference between the Kaiser PPO premium and the Kaiser HMO premium for employee, spouse, dependent(s) or family coverage. Children shall be carried on district medical insurance at no additional contribution by employees. For example, employees on the plan coverage level of employee + household shall contribute at the employee + spouse premium calculation.

For all employees participating on the Kaiser PPO or Kaiser HMO plan, as of January 1 of each contract year, the district will contribute \$300 per employee per year, non-cumulative, into the employee's Health Reimbursement Arrangement Plan (HRA) to offset medical expenses. No compensation is allowed for any unused funds.

If during a contract year, the renewal premium for any Kaiser plan increases seven percent (7%) or more over the previous year's rate, the district may reopen Article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of seven percent (7%) or more of the previous fiscal year rate, or upon mutual agreement. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

Dental Insurance

The district shall retain Moda (Delta Dental) dental insurance, or the equivalent, (\$2,000 maximum

yearly coverage per person) for all employees and their dependents. The district shall pay one hundred percent (100%) of the premium for employee, spouse, dependent(s), or household coverage.

If during a contract year, the renewal premium for Moda dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases seven percent (7%) or more over the previous year's rate, the district may reopen Article 17 and renegotiate the plan. Article 17 shall only be opened if the formal renewal rate proposal is an increase of seven percent (7%) or more of the previous fiscal year rate. If the contract is opened under this article, section 3.2 does not apply. All other articles and sections shall remain in force.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the district and its insurance coverage carrier.

**Section 17.2:  
LIFE INSURANCE**

The district shall provide \$50,000 worth of term life insurance and \$50,000 of accidental death and dismemberment coverage for all bargaining unit employees. The district pays one hundred percent (100%) of the premiums.

**Section 17.3:  
PENSION AND IAP PLANS**

- A. Pension Plan. The district shall provide Tier I and Tier II employees (as defined below) with a pension benefit consistent with the terms of the July 1, 2016, amended and restated Tualatin Hills Park & Recreation District Retirement Plan and as may subsequently amended ("Retirement Plan").
- a. Tier I Employees. A full-time ("FT") employee who is hired before July 1, 2010, is a Tier I employee.
    - i. Tier I employees shall contribute six percent (6%) of their compensation to the Retirement Plan.
  - b. Tier II Employees. A FT or regular part-time ("RPT") employee who is hired on or after July 1, 2010, is a Tier II employee. A RPT employee is an employee in a budgeted position who is regularly scheduled to work not less than 30 hours per week or more than 35 hours per week.
  - c. Retirement Plan Committee. The THPRD Employee Association (Association) may nominate up to two association representatives to serve on the Retirement Plan committee.
  - d. Retirement Plan's Funded Status. After receiving the annual actuarial valuation from the Retirement Plan's actuary, the association member(s) of the retirement plan committee shall communicate funding status to association leadership.
- B. Individual Account Program Retirement Plan. The district shall also provide Tier I and Tier II employees with a defined contribution plan benefit consistent with the term of the July 1, 2020, Tualatin Hills Park & Recreation District Individual Account Program Retirement Plan, as may be subsequently amended ("IAP Plan").
- a. Tier I Employees.
    - i. Tier I may elect to make after-tax voluntary contributions to the IAP Plan in accordance with election procedures established by the IAP Plan administrator.
    - ii. Tier I may not make any pre-tax contributions to the IAP Plan.
  - b. Tier II Employees.
    - i. Tier II shall contribute six percent (6%) of their compensation to the IAP Plan on a pre-tax basis.
  - c. Participant-Directed Investments. IAP Plan participants shall be permitted to direct

- the investment of their IAP Plan accounts consistent with the terms of the IAP Plan and procedures established by the IAP Plan administrator.
- d. IAP Committee. OSEA may nominate one association representative to serve on the IAP Plan committee.

**Section 17.4:**

**DEFERRED COMPENSATION**

The district agrees to maintain a tax deferred compensation program for employees covered by this Agreement. The association may nominate two association representatives for the 457(b) fiduciary committee.

**Section 17.5:**

**LONG TERM DISABILITY**

The district shall provide a Long Term Disability insurance program for sixty-six and two-thirds percent (66 2/3%) of pre-disability earnings, with a maximum benefit of \$12,500 per month, (reduced by any deductible benefits), for all employees. Long Term Disability will begin after sixty (60) days of disability. When Oregon Paid Family Leave is available to employees, long-term disability insurance will begin after ninety (90) days of disability.

**Section 17.6:**

**LONG TERM CARE**

The district provides a Long Term Care insurance program for all FT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

**Section 17.7:**

**FLEXIBLE SPENDING ACCOUNT**

The district provides a Flexible Spending Account for all eligible employees. The Flexible Spending Account allows employees to pay for health, transit and dependent care expenses, with pre-tax payroll deductions.

**Section 17.8:**

**EMPLOYEE ASSISTANCE PROGRAM**

The district shall provide a comprehensive Employee Assistance Program (EAP) for all employees. The district shall pay one hundred percent (100%) of the premiums.

**Section 17.9:**

**PET INSURANCE**

The district shall provide access to pet insurance for all bargaining unit employees. Employees may elect to participate, and the district shall pay one hundred percent (100%) of the premium for one insured pet up to the rate charged for one dog. In year one of the contract, the district shall make pet insurance available to employees when administratively feasible and no later than January 1, 2023.

**Section 17.10:**

**BENEFIT COMMITTEE**

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for district management review, including: ensuring the district's benefit programs remain competitive, cost containment measures are originated, and for the development of an educated employee approach toward health insurance benefits. The association may nominate an equal number of association representatives to non-represented representatives. Upon mutual agreement, if the benefit committee finds an advantageous benefit program, Article 17 may be re-opened for renegotiation.



**ARTICLE 18  
HOLIDAYS**

**Section 18.1:**

FT employees shall receive 11 paid holidays (eight [8] hours each):

1.	January 1	New Year's Day
2.	Day Observed	Martin Luther King's Birthday
3.	3rd Monday in February	President's Day
4.	Day Observed	Memorial Day
5.	June 19	Juneteenth
6.	July 4	Independence Day
7.	1st Monday in September	Labor Day
8.	November 11	Veterans Day
9.	4th Thursday in November	Thanksgiving Day
10.	4th Friday in November	Friday following Thanksgiving Day
11.	December 25	Christmas Day

**Section 18.2:**

A non-exempt employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when a non-exempt employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

An exempt employee who is required to work more than four (4) hours on a holiday shall receive a floating holiday (8 hours) in exchange.

**Section 18.3:**

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday, the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

**Section 18.4:**

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive their whole scheduled shift off; the FT employee will be compensated eight (8) hours. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of their supervisor, which shift will be designated as the holiday shift.

**Section 18.5**

To be eligible for holiday pay, the employee must be in a paid status the scheduled workday before and after the holiday unless the employee is on approved protected leave, which includes, but is not limited to FMLA and Workers' Compensation.

**ARTICLE 19  
VACATION**

**Section 19.1:**

In order to make adequate preparations for staff coverage, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the office of the

general manager or designee, at least two (2) weeks prior to the time when the leave is to begin. Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and their immediate supervisor.

Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

**Section 19.2:**

Vacation for employees shall be earned as follows:

- One (1) year to completion of three (3) years – twelve (12) eight (8) hour days
- Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days
- Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days
- Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days
- After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, employees shall be allowed to accumulate a maximum of two hundred seventy (270) hours vacation time. When accrued vacation hours reach the cap, new accruals are suspended until total hours are reduced to less than the maximum accrual amount.

**Section 19.3:**

If an employee's vacation accruals total two hundred and forty (240) or more, the employee shall be guaranteed approval of a request for up to forty (40) hours of vacation time off within the next six weeks.

**Section 19.4:**

Non-probationary employees who terminate employment with the district, after six (6) months of continuous service, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

**Section 19.5:**

Employees are eligible to cash out up to eighty (80) hours of accrued vacation leave each contract year on either July 15 or December 15 subject to the below IRS regulations and district requirements:

- A. The employee must have completed the irrevocable election form the previous calendar year, and;
- B. In the previous twelve (12) months, the employee must have used an equivalent amount of vacation time to that being cashed out; and
- C. The employee must have a balance remaining after cash out of at least eighty (80) hours of cumulative leave excluding sick leave; and
- D. The employee must have accrued the vacation time in the calendar year in which it is being cashed out.

**ARTICLE 20  
SICK LEAVE**

**Section 20.1:**

All employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

**Section 20.2:**

An employee unable to perform their duties due to personal illness/injury, necessity for medical/dental care or the illness of a family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for a family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to district services and programs.

As used in this article, family members shall be defined by Oregon's Sick Time Law: Covered family members include the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis\* relationship.

Persons "in loco parentis" are those with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate supervisor, as soon as possible, and no later than two (2) hours before the start of the regular scheduled work shift. Substitutes are the immediate supervisor's responsibility.

For absences of more than three (3) consecutive days, or if the district has evidence that the employee is abusing sick leave privileges, a certificate from a healthcare provider will be required. The district shall reimburse the employee for any out-of-pocket expenses associated with obtaining the physician certification.

**Section 20.3:**

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

**Section 20.4:**

Upon termination of district employment, no compensation will be granted for unused sick leave.

**ARTICLE 21  
PERSONAL LEAVE**

**Section 21.1:**

All FT Employees shall be granted two (2), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the supervisor, and must give two (2) weeks' notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the supervisor as soon as possible in accordance with Article 8. The district shall have the option to retain staff, as it deems necessary to operate the district.

**ARTICLE 22  
COMPASSIONATE LEAVE**

**Section 22.1:**

In the event of a death in an employee's immediate family, a leave shall be granted with pay, upon approval by the general manager or designee in order to make funeral arrangements if necessary, or

to attend the funeral. A maximum of five (5) days (eight [8] hours) for employees per contract year, non-cumulative, will be allowed if warranted by the situation. Substitutes are the responsibility of the supervisor. Compassionate Leave runs concurrently with Oregon Family Leave Act (OFLA) bereavement leave.

**Section 22.2:**

Immediate family includes spouse, domestic associate, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, and stepchildren.

**ARTICLE 23  
FAMILY MEDICAL LEAVE**

**Section 23.1:**

An employee may request a leave of absence without pay not to exceed a period of twelve (12) weeks, within a one (1) year period, when required to leave employment because of their own serious illness, the birth or adoption, or placement of a foster child, or to provide care for a spouse, same sex domestic partner, parent, parent-in-law, or child suffering from a serious health condition.

An employee who may become pregnant may take an additional twelve (12) weeks of leave within any one (1) year period for illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered.

An employee who uses Family Medical Leave to care for a newborn, newly adopted child or newly placed foster child may also be entitled to take up to twelve (12) weeks, within the one (1) year period, to care for a child with an illness or injury that is not a serious health condition but requires home care.

Under certain circumstances, Family Medical Leave may be taken intermittently or on a “reduced leave schedule.”

**Section 23.2:**

An employee shall be reinstated to the former job, if the job still exists, even if it has been filled during the employee’s leave, unless the employee would have been bumped or displaced if leave had not been taken. If the position has been eliminated, the employee will be placed in an equivalent position.

**Section 23.3:**

An employee shall use accrued sick leave and vacation time before taking leave without pay during Family Medical Leave. However, employees may maintain a balance of eighty (80) hours of combined sick and vacation time. Employees may also choose to use compensatory time, administrative leave, personal time, floating holidays, or leave without pay for the period of the Family Medical Leave. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the district toward that leave. This time will, however, be counted toward Extended Leave which an employee may request under Article 25.

**Section 23.4:**

The employee taking Family Medical Leave is entitled to receive health benefits while they are on leave under the same terms and conditions as when they were on the same job. Employees shall repay the district’s share of medical and dental insurance premium payments if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee’s control, including a FMLA-qualifying medical condition.

**Section 23.5:**

Beginning January 1, 2023, the district shall begin payment into the state paid family leave insurance fund as directed by the Oregon Employment Department. All employees will contribute to this fund as required by the Oregon Paid Family Leave Law. Employee contribution toward the paid leave fund will

be made by payroll deduction. The employer and employee contribution rate will be set at the default ratio [predicted to be forty percent (employer) and sixty percent (employee)] of the overall mandatory contribution. Should the final guidance issued by the state change this ratio, the parties agree to reopen this article.

## **ARTICLE 24 DONATION OF LEAVE**

### **Section 24.1:**

The district, in cooperation with the association, will maintain a leave donation program consistent with federal regulations and such program shall be available to bargaining unit employees under the following conditions:

- A. The receiving employee has been approved as meeting program criteria.
- B. The receiving employee has exhausted all their leave balances and is not otherwise eligible for any paid leave.

### **Section 24.2:**

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and will be used in the order received up to the amount needed by the recipient. Donations will be made only for specific individual campaigns and will not be kept in a "bank" for use by other employees.

## **ARTICLE 25 EXTENDED LEAVE WITHOUT PAY**

### **Section 25.1:**

If upon completion of twelve (12) weeks of family medical leave, an employee is unable to receive a written release from their attending physician to return to their position, the employee may submit a written request to the general manager or designee for extended leave without pay. Employees are required to use their accumulated sick leave and annual accrued leave as part of any extended leave.

While on extended leave without pay, the employee will retain reinstatement rights to their position, however, THPRD paid leave time (sick leave, vacation, holiday, etc.) will not accrue and THPRD paid benefits (medical, dental, retirement, etc.) will end. Upon completion of extended leave without pay and successful return to work, benefits resume the first of the month following the employee's return to work date, except dental insurance. Dental insurance requires a six-month waiting period if continuation coverage (COBRA) is not maintained.

## **ARTICLE 26 MILITARY LEAVE**

### **Section 26.1:**

An employee requiring a leave of absence for training or service, in the Armed Forces or as a member of the National Guard, shall be provided leave and re-employment rights in accordance with the Uniformed Services Employment and Re-Employment Rights Act and applicable state regulations.

An employee requesting Military Leave must provide notice of their obligation or intention to perform service or training, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Employees who have worked for the district for six (6) months are entitled to a military leave of absence with pay not to exceed fifteen (15) calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A training year means the federal fiscal year (October 1 through September 30) for any particular unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other rights or benefits, providing the employee receives bona fide orders to training duty for a temporary period and providing they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

For employees entering military service for extended periods of active duty, leave shall be granted in accordance with the Oregon Revised Statutes and Federal Law, as they now read or may be amended to read in the future.

## **ARTICLE 27 COURT APPEARANCES/JURY DUTY**

### **Section 27.1:**

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the district all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused from appearing for their normal shift on that workday.

### **Section 27.2:**

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the district any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

## **ARTICLE 28 WORKERS COMPENSATION INSURANCE**

### **Section 28.1:**

The district will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

### **Section 28.2:**

Additional compensation by the district shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a period not to exceed the employee's accumulated paid time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, administrative, personal leave, or compensatory time off. However, employees may elect to maintain a balance of up to eighty (80) hours of combined sick and vacation time.

### **Section 28.3:**

Sick leave and vacation benefits shall accrue during the period compensation is paid.

### **Section 28.4:**

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of sick leave, vacation leave and/or compensatory time.

**ARTICLE 29  
TRANSPORTATION AND TRAVEL**

**Section 29.1:**

The district will reimburse employees for transportation expenses incurred in furthering of district business.

**Section 29.2:**

Payment of expense for travel on behalf of the district by employees will be as provided by district policies and procedures. Disputes over payment of expenses shall be directed to the general manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

**Section 29.3:**

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned district business, will receive reimbursement toward their insurance deductible up to \$500.

**ARTICLE 30  
PROBATIONARY EMPLOYEES**

**Section 30.1:**

A new employee shall be placed on a one (1) year probationary period in order to demonstrate abilities and fitness for the position to which they have been appointed.

**Section 30.2:**

Supervisors should make every effort during this period to fairly evaluate the new employee and help them during the period of adjustment to district service.

**Section 30.3:**

Upon hire, the new bargaining unit employee qualifies for:

- A. Compensatory time off or administrative leave.
- B. Accrual of sick leave on a per pay period basis.
- C. Compassionate leave.
- D. Medical insurance programs.
- E. The employee assistance program (EAP).
- F. Participation in the Section 125 Flexible Spending Account Plan

**Section 30.4**

Upon completion of six (6) months of the initial probationary period, the new employee qualifies for:

- A. Credit of equivalent to six (6) months of vacation time. Because vacation time does not accrue for the first six (6) months of employment, this credit is awarded in full upon completion of six (6) months. Vacation time will then accrue on a per pay period basis going forward.
- B. Granting of personal leave. If six (6) months are completed on or before December 31, the employee shall be granted two (2) personal leave days; if after December 31, the employee shall be granted one (1) day of personal leave.

- C. Dental insurance.
- D. Receipt of the district's contribution to an HRA or HSA plan to offset medical expenses. If six (6) months are completed on or before December 31, the employee shall receive the full annual contribution to the plan; if after December 31, the employee shall receive 50% of the full annual contribution to the plan.
- E. Retirement benefits.
- F. Life insurance.
- G. Long term disability.
- H. Educational aid.
- I. Long term care.

**Section 30.5:**

Upon completion of the one (1) year probationary period, the employee will:

- A. Be appointed to regular employee status, or
- B. Will not be retained as an employee of the district.

**Section 30.6:**

An employee who transfers or is promoted into a lateral or higher-grade position during the initial probationary period will be eligible for additional benefits detailed in section 30.3 upon completion of six (6) months of total probationary period. The employee will be subject to completion of the remaining duration of the initial probationary period, and at the district's discretion, the initial probationary period may be extended for up to six (6) months to allow the employee to demonstrate abilities and fitness for the new position.

**Section 30.7:**

An employee promoted into a position in a higher grade who has completed an initial probational period shall serve a promotional probationary period of six (6) months. If the district determines that an employee on promotional probation is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to their previous position or a position of similar status. Promotional probation shall not be subject to the grievance procedure.

**ARTICLE 31  
PERSONNEL FILES**

**Section 31.1:**

Personnel files will be maintained by the Human Resources Department. An employee's file will contain all materials and documents pertinent to their employment with the district. Employees may schedule an appointment with Human Resources staff to view their file or may request a specific document to be provided via email or interoffice mail. Timelines for this appointment and/or costs for provision of document(s) requested shall be maintained per state law.

**Section 31.2:**

Access to this file will be limited to the employee, the employee's supervisors, the general manager, and Human Resources staff with an operational need to access the records.

**Section 31.3:**

Personnel records are subject to the Public Records Law and applicable case law. The district shall



notify the employee of any request made to gain access under the above referenced statues. Other than the above, the employee must give written permission to anyone else wishing to access the file.

**Section 31.4:**

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

**Section 31.5:**

Each employee shall read and sign any written material that is placed in their personnel file related to performance or disciplinary action. It will be noted on the material that signing does not necessarily indicate agreement.

**ARTICLE 32  
EMPLOYMENT EVALUATION**

**Section 32.1:**

At least once a year or earlier, all employees will discuss their employment and performance with the district administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with district administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

**Section 32.2:**

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

**Section 32.3:**

An employee shall receive current job descriptions describing the duties of their job once a year on their evaluation date, or when job duties are changed.

**Section 32.4:**

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the supervisor, the employee and their representative (if they so choose) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a supervisor, at their discretion, from continuing the employee's assisted status, if, in their judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

**ARTICLE 33  
EDUCATIONAL AID**

**Section 33.1:**

Employees may create an account to receive a district contribution of fifty dollars (\$50) per month toward the employee's choice of either direct payment to the employee's existing student loan or to a

529 educational savings account. Educational aid is contingent upon creation of an account and no retroactive payment shall be made by the district. Tax treatment of educational aid shall be as set by state and federal regulations.

**Section 33.2:**

Employees shall be eligible for educational aid following successful completion of six months of employment. Eligible employees will be provided program and enrollment information, including how to create an account to receive educational aid.

**Section 33.3:**

In year one of the contract, the district shall make educational aid available to employees when administratively feasible and no later than January 1, 2023.

**ARTICLE 34  
TRAINING, ON THE JOB DEVELOPMENT, AND CONFERENCES**

**Section 34.1:**

The district shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the district.

**Section 34.2:**

The district shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the district. With prior approval by the general manager or designee, the district may also pay these costs for conferences, seminars, or other technical training requested by and voluntarily attended by the employees.

**Section 34.3:**

An employee shall be provided with compensatory time when class time for approved courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, travel time that falls outside of the employee's regular work hours is not compensable, unless the employee is required to drive.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of approved training may have their schedule adjusted within that workweek provided, they receive a minimum twenty-four (24) hour notice of any schedule changes.

**Section 34.4:**

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on-the-job developmental training is voluntary.

**ARTICLE 35**  
**PROMOTIONAL, TRANSFER & TEMPORARY OPPORTUNITIES**

**Section 35.1:**

When a job opening occurs in the district for which there is no eligibility list, it will be posted for a minimum of ten (10) working days before filling. Vacancies will be posted as either internal-only to current THPRD staff or internal/external open to the community. This procedure will provide existing employees an opportunity to apply:

- A. If a qualified applicant, who is an existing employee, files for such a job, they will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the district, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this section.

Recruitments may be used to establish an eligibility list for the classification used to fill additional vacancies occurring within six (6) months of the establishment of the list. Should a hiring official be unable to fill a vacant position from an existing eligibility list, they may cancel the list and initiate a new recruitment process.

**Section 35.2:**

Nothing contained herein shall prevent the district from temporarily filling vacancies pending the recruitment process.

**Section 35.3:**

Notwithstanding section 35.1, the district may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level.

**Section 35.4:**

Temporary promotion: An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee is assigned the full duties of a higher paid classification for more than five (5) consecutive days they shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with section 11.4.

Out of class assignment: If an employee is assigned higher level work that is less than the full duties of a higher paid classification for more than five (5) consecutive days, they shall be paid a five percent (5%) premium for the duration of the out of class assignment.

**Section 35.5:**

The district may identify temporary promotion assignments outside the bargaining unit and invite eligible employees to apply. These appointments shall be for a maximum of twelve months and may be rescinded by either party with thirty (30) days' notice. Rate of pay will be determined in accordance with section 11.4

If an employee is temporarily promoted to such a position, the employee shall:

- A. Remain represented by the association and continue paying dues (if a member).
- B. Continue to accrue seniority under the Collective Bargaining Agreement and the appropriate benefit accrual rates.
- C. Be salaried at the appropriate legal level and FLSA exempt from all overtime provisions and

state-required rest and meal periods.

- D. Be eligible for management administrative leave in lieu of overtime.
- E. Retain and continue to use all compensatory time accrued as of date of appointment.
- F. Be evaluated under the management/confidential performance evaluation system but will not be eligible for an increase in pay during the assignment.
- G. Return to their previous bargaining unit position/classification at the appropriate step of the rate range chart had they continued to work in their original position.
- H. Continue to maintain all required certifications and/or licenses required by their bargaining unit position/classification.

If the employee receives disciplinary action during the temporary period, the corrective action shall remain in the personnel file. However, performance-based corrective action related to the temporary position shall remain in the personnel file only so long as the employee is in the temporary position.

**Section 35.6:**

When feasible, the district will provide opportunities for on-the-job developmental training. The intent is to assist an employee in meeting minimum qualifications for a select position in an effort to prepare an employee for future employment opportunities with the district. Employees are encouraged to initiate discussion with their supervisor regarding their own developmental training. Supervisors will work with the select employees to develop a written plan to assist the employee in meeting their developmental training goals. The plan shall state the purpose and length of the assignment, which will be limited to a maximum of twelve (12) months. During the training, there shall be no extra pay for the out-of-class work. A signed copy of the agreement shall be placed in the employee's personnel file. Participation in the on the on-the-job developmental training is voluntary.

**ARTICLE 36  
RECLASSIFICATION PROCEDURE**

**Section 36.1:**

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

**Section 36.2:**

A position incumbent or supervisor may request a reclassification. The person requesting a reclassification of any position shall provide a written request supporting a reclassification review including, but not limited to additional position duties, supervisory responsibilities, certifications, licenses, and equipment used for the position. Employees and supervisors should work together to complete the reclassification request. The employee and supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The supervisor(s) will submit the written request for reclassification to [humanresources@thprd.org](mailto:humanresources@thprd.org).
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the Position Analysis Committee.

- C. The incumbent and one (1) representative will be afforded the opportunity to present at the review hearing. Seven (7) calendar days advanced notice will be given.
- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the Position Analysis Committee.

**Section 36.3:**

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

**Re-Classification as a result of periodic review or other requests:**

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- B. The supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

**Position upgrade resulting from a reorganization of a department or unit:**

When a position is upgraded as a result of a departmental reorganization, Human Resources, in consultation with the supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a six (6) month probationary period.
- C. An employee who is unsuccessful in completing the required probationary period shall be demoted to the previously held position/classification, and their salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. The employee will be placed on the step of the new position which is justified by bona fide factors under the Oregon Equal Pay Act that is closest to the employee's wage in the higher-level position.

In the event the district chooses to upgrade a position, a copy of the proposed new position description will be provided to the association for its review and comments.

**Section 36.4:**

The incumbent will receive a determination completed by Human Resources within forty-five (45) calendar days after the review hearing. The determination shall contain the final recommendation and

will include a brief summary of the issues relating to the review. If there are special circumstances that affect completion of a reclassification request within forty-five (45) days, Human Resources staff will discuss the status of the request with the employee and supervisor.

**Section 36.5:**

In the event an employee does not receive a determination within the forty-five (45) day timeline, as provided for in section 36.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

**Section 36.6:**

In the case of a negative determination, the employee may appeal to the Position Analysis Committee. Upon determination of the Position Analysis Committee, a final appeal may be made to the general manager.

**Section 36.7:**

The association may request a meeting with the district to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the district's written decision. The meeting between the district and the association shall take place not more than twenty (20) calendar days after receipt of the association's written request.

**Section 36.8:**

The association may, after meeting with the district as outlined in section 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the association meets with the district.

**Section 36.9:**

It is understood that this article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

**Section 36.10:**

The parties agree that procedural issues only which arise out of this article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 37  
LAYOFF AND RECALL**

**Section 37.1:**

**LAYOFF**

Definitions:

"Seniority" shall mean an employee's total length of continuous service since their date of original hire under the Agreement, less any months in which a month of service in a represented position was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service, however time served by represented staff in temporary positions outside of the bargaining unit will be considered when computing length of service.

"Job Classification" means a specific classification identified by a title and classification description.

A "position" is a FT budgeted position as defined in section 1.3 of the Agreement.

"Classification Group" means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job

classification.)

The “anniversary date” is defined in Article 9 of the Agreement.

An employee subject to “furlough” is required to work fewer hours or take extended unpaid leave on a temporary basis. Medical and dental benefits may be fully or partially paid by the district during the furlough period.

An employee subject to “layoff” is formally separated from the organization and receives no continuation of benefits.

### **Section 37.2 FURLOUGH**

The district may elect to utilize furlough in the event a temporary reduction in force is required to address operational challenges. Furloughs may include full furlough from duties within affected work groups or may consist of a partial furlough from duties for a range of district positions. If the district determines the need for a temporary reduction in force, notice of not less than two (2) weeks shall be provided to employees being furloughed. This notice will be provided through district email, unless employee is on leave, in which case notice shall be provided via personal email or letter. Employees may be given the option of retaining or cashing out accrued vacation and compensatory leave if placed on full furlough. The district will notify association leadership and the association chapter representative of furlough plan including positions and employees impacted, and the timeline of the furlough period.

Employees subject to furlough will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be temporarily reduced and may consider operational needs, special skills, and seniority within affected working groups in making furlough decisions. When a position is temporarily reduced, the furlough will occur within the affected job classification group or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

If employees are on furlough during open enrollment, the district will send open enrollment communications to them, using their personal contact information, to provide the opportunity to make changes to their benefits for the year.

No new employees shall be hired into a classification in which there are employees on full furlough status. If there is an operational need for an exception, the district shall notify the association and meet to discuss impact.

When a furloughed employee on unpaid leave is scheduled to return to work, the employee will be provided written notice with start date, rate of pay (grade and step), confirmation of anniversary date (for merit purposes), supervisor, work location, and schedule. If the employee declines to return to work or fails to report within fourteen (14) calendar days or a mutually agreed-upon start date, it will be considered voluntary separation.

Furloughed employees are considered active employees and will continue benefits and accruals detailed in other areas of the Agreement unless excluded in Article 37.

### **Section 37.3: NOTICE OF LAYOFF**

If the district determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees being laid off. This notice will be provided through district email, unless the employee is on leave, in which

case formal communication would be provided via personal email or letter. Staff will be cashed out for accrued vacation and compensatory time at the point of separation. The district will notify association leadership and the association chapter representative of the layoff plan including classifications and employees affected, as well as the timeline for layoff proceedings.

Staff separated will be given sufficient time to remove any personal belongings and to communicate any work responsibilities to their supervisor or other designated staff.

The district reserves the right to determine positions to be eliminated. When a position is eliminated, the layoff will occur within the affected job classification or, if there is more than one equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the district on the basis of operational needs. However, where there are two (2) or more positions in the affected classification group (or equally-ranked job classifications in the classification group), an employee's length of service (seniority) as determined in section 37.1 of the Agreement shall apply. Whenever practical, no represented employees shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

#### **Section 37.4: BUMPING RIGHTS**

An employee who is given the initial notice of layoff under section 37.3 can either accept the layoff or use their seniority to exercise bumping rights. Notification of the option to bump will be provided in writing using the employee's personal contact information. This notification will include current job description(s) for the potential bumping opportunities, rate range of classification(s) available for bumping, potential location, schedule, and supervisor if known. A request to bump must be made within three (3) calendar days, not including holidays

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. Bumping rights can be exercised by a more senior employee in a classification to bump the least senior employee in the same classification. If there is no less senior employee in the classification, then they may bump to the least senior employee in the next classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by bumping may also use their seniority in the same manner to bump into the next lower classification in the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who has service under the Agreement in another classification group with the district may exercise bumping rights within that classification group as well. Bumping rights can be exercised to assume the position of the least senior employee who holds a position in the formerly held classification, as long as the bumping employee has greater seniority than that other employee. If there is no less senior employee, they may also use their seniority in the same manner to bump into the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.



In order to bump, employees must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fourteen (14) calendar days from the date they assume the job duties.

If after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of their current position in a satisfactory manner, the employee may, at the discretion of the district, either be given additional time for training or be laid off. If they are laid off, the district will fill the position by recall of an employee who was laid off from a higher classification within the same classification group or by recalling the employee who was bumped out of that position, whoever has more seniority.

An employee who bumps into a lower classification will be placed on the step in the new classification which is justified by bona fide factors under the Oregon Equal Pay Act.

An employee eligible to bump may waive their right to bump and may choose to be placed on the layoff and recall list instead.

### **Section 37.5:**

#### **RECALL**

Employees laid off shall be placed on a recall list in order of seniority, as defined in section 37.1 of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the district, the employee has seven (7) calendar days from the receipt of written notification to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will result in removal from the recall list. Laid off employees may notify Human Resources of their request to be removed from the recall list. Retirement from the district shall also result in removal from the recall list. The district shall notify the association of voluntary withdrawal from the recall list for any reason.

At the time of the recall offer, the district will provide a written notice to employees with the start date, rate of pay (range and step), new anniversary date (for merit purposes), supervisor, work location, work schedule, job description, and will be scheduled for a benefits orientation upon return.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, they will not forfeit their right to recall by refusing the position.

If an employee on the recall list has accepted a lower grade position, they have the right to return to the original position, subject to seniority over laid off employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired from the recall list shall have their accrued sick leave balance and vacation accrual reinstated to reflect their accrual levels at the time of layoff.

If an employee is recalled to a lower grade position, then offered a limited duration position, their grade and rate will be justified by bona fide factors under the Oregon Equal Pay Act.

Upon recall to a position, an employee's eligibility to participate (or resume participation) in the district's retirement plans will be as set forth in the plan documents.

**Section 37.6**

**MERIT INCREASES FOLLOWING FULL FURLOUGH OR LAYOFF**

For the purposes of determining eligibility for merit increases following a full furlough or layoff, employees separated from the district for up to three (3) months will retain the same anniversary date. Those separated through full furlough or layoff for more than three months will have their anniversary dates adjusted into the future for each month beyond the initial three (3) months of break in service. Anyone laid off for more than twelve (12) months will have their anniversary date reset upon their recall to the district and would be eligible for a merit increase in twelve (12) months. For example:

- If laid off in May and anniversary is July, and employee returns in two (2) months, the anniversary date remains the same, and the employee will be eligible for merit upon return.
- If laid off May and anniversary date is in December, and employee returns in six months, the anniversary date is adjusted by three (3) months, and the employee will be eligible for merit in January.
- If laid off in May and anniversary is in December, and employee returns after twelve (12) months, the anniversary date in the position will be calculated using the return date as the new anniversary date, and the employee will be eligible for merit in twelve (12) months.

**Section 37.7**

The Position Analysis Committee will determine where new and/or reclassified positions will be placed on the Classification Group list. This list will be reviewed for accuracy each time the contract is open for bargaining.

**ARTICLE 38  
OUTSIDE EMPLOYMENT**

**Section 38.1:**

In that the occasional necessity or desire for additional income may arise, employees of the district will be allowed to hold outside employment. Employees of the district may also hold volunteer positions. However, any outside job or volunteer position must:

- A. In no way detract from the efficiency of the employee while performing their district work.
- B. In no way discredit the district.
- C. Not take preference over extra duty that may be required by district employment.
- D. In no way constitute a conflicting interest with employment in the district.
- E. In no way be used in conjunction with district employment to produce direct economic gain to the individual employee.

**ARTICLE 39  
POLITICAL ACTIVITY**

**Section 39.1:**

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to their performance with the district.

## ARTICLE 40 DRUG & ALCOHOL ABUSE POLICY

### **Section 40.1:**

The district has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions.

To fulfill this obligation and to ensure compliance with Federal and State anti-drug abuse laws, the district must establish a work environment where employees are free from the effects of drugs and alcohol by means of drug awareness education as well as a drug testing program.

The purpose of this program is to establish a fair and equitable policy for all district employees regarding the possession, sale, distribution or use of a controlled substance and the testing for use of drugs or alcohol in the workplace. For the purpose of this article, “drugs” are defined as substances that are illegal under state or federal law and substances, such as opioids, that are legal when used with a prescription.

Although drug and alcohol abuse will not be tolerated, it is also the intent of the district to provide assistance should an employee come under the influence.

### Drug Awareness Education

The district will provide employees training in drug awareness. This would include the effects, recognition and types of behavior associated with drug and alcohol use, and how to approach or address the problem with a fellow employee including treatment options available.

### **Section 40.2:**

#### **TESTING**

##### A. Pre-hire Testing

A pre-hire drug test will be required for all FT positions identified as safety sensitive, such as:

- Positions that require operation of vehicles, machinery or equipment
- Positions that require frequent contact with and are directly influential upon juvenile(s)
- Positions that require working around hazardous areas and/or hazardous materials
- Positions where pre-employment drug testing is required by federal or state law.

If an applicant tests positive or refuses the test, they will not be offered employment.

##### B. Random Testing

All district FT employees, holding positions requiring a commercial driver’s license covered by US Department of Transportation drug and alcohol rules, will be included in the selection for a random drug test. Selection will be done entirely at random, at unpredictable times within each quarter. Since testing will be done entirely by random selection, an employee could be tested more than once during the year.

##### C. Incident Testing

A district FT employee conducting district business, if involved in a reportable accident or incident, will be tested if one (1) or more of the following occur:

1. A citation for a moving violation;
2. The estimated accumulative damage or liability (includes property and other damage involved) is \$2,500 or more and/or the vehicle is towed;
3. There is a reasonable cause to believe that the employee is under the influence.

##### D. Reasonable Suspicion Testing

The district may implement fact finding for reasonable suspicion testing based on objective

and specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.

The supervisor shall request the Human Resources director or another supervisor to verify and assist in the documentation of the fact finding. In the event district management personnel has reasonable suspicion to believe the employee is under the influence of drugs or alcohol and the employee's ability to perform the functions of the job may be impaired or the employee's ability to perform their job safely may be reduced, reasonable cause testing will be administered per the following:

1. The supervisor shall discuss the fact finding with them individually and confidentially. The employee has the right to request union representation. In the event a representative is not available, the test will not be delayed.
2. The employee will be reminded of the district policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures. In the event a drug or alcohol test is required (except random testing), the employee will be transported by the supervisor or the Human Resources director, immediately, for testing.

The employee will be on sick leave until test results are reviewed. If results prove negative, the employee will be compensated for sick leave used.

#### **Section 40.3:**

##### **TESTING PROCEDURES**

- A. If an employee voluntarily acknowledges that drugs or alcohol are a problem in their life, they are under the influence or suffering from the effects of drug or alcohol use, the employee shall be immediately referred to the district's EAP for assessment and referral to an appropriate treatment program.
- B. If the employee denies that they are under the influence of drugs or alcohol, the supervisor(s) shall notify the employee that a drug/alcohol test is required to confirm the employee's denial and that it shall be performed immediately. The supervisor will then transport the employee to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.
- C. Should the employee refuse to consent to a drug/alcohol test, the supervisor shall inform the employee of the following:
  1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced, and
  2. A suspension, without pay, for five (5) workdays will be issued.

Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

#### **Section 40.4:**

##### **COLLECTION & TESTING**

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

A. Tampering with a Sample

If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under Article 41 and may result in termination.

B. Positive Test Result

In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the district and the employee to review test results.

1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the district's EAP for evaluation and recommendations of an appropriate treatment program.
2. Failure to follow treatment recommendations and to allow the Human Resources director to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
3. If a report is made and, in the opinion of the treatment professional, the person can safely return to work, the employee may do so. If, however, the professional believes that such a return to work is detrimental to the employee or the district person, property or other, then such a recommendation will be forwarded to the Human Resources director to determine whether termination or suspension from work, until the professional is satisfied, is appropriate.
4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

From the time an employee has a positive test result or otherwise is discovered to have a problem, the employee will be considered to be on sick leave until the employee can provide the district with a release from the EAP counselor or any appropriate treatment program. If the employee has no sick leave, vacation and compensatory time will be used. If the employee has no compensatory time, sick or vacation leave available, the employee will not be compensated for the time off.

Failure to report a relapse to the appropriate treatment professional may result in termination.

**Section 40.5:**

**SELF RECOGNIZED SUBSTANCE ABUSE**

An employee is encouraged to request voluntary assistance with drug use and/or alcohol abuse problem(s), on a confidential basis, through the EAP or other local health agency.

- A. If in the opinion of a qualified drug/alcohol counselor the employee requires rehabilitation services or treatment, the employee will have the option to enroll.
- B. An employee with a self-recognized substance problem that voluntarily requests assistance will not be subject to disciplinary action. However, a request for assistance will not be used to exempt an employee from job performance requirements.

- C. Any employee who complies with the above requirements prior to violation of this policy shall immediately be granted leave in order to undergo treatment. Should the employee not have sufficient compensatory time, sick or vacation accruals, leave without pay may be granted.

**Section 40.6:**

**MEDICALLY AUTHORIZED DRUGS**

It is the employee's responsibility to determine from the physician whether or not any medication would impair performance. An employee utilizing prescribed and/or over the counter medication(s) that could adversely affect job safety or performance should immediately report that fact to their supervisor. With the employee's written consent, a consultation with the attending physician, concerning the effects a substance may have on an employee, may be appropriate. Any failure to report the use of such medication or failure to provide proper evidence of medical authorization will result in disciplinary action.

**Section 40.7:**

**ADMINISTRATION OF THE PROGRAM**

The Human Resources director will be responsible for managing and monitoring the program.

**Section 40.8:**

**CONFIDENTIALITY**

The district will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those managers or supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared, and the employee shall be party to all communication regarding shared information.

**Section 40.9:**

**UNLAWFUL ACTIONS**

Any employee convicted or indicted of a violation of any criminal drug statute or who has been issued a citation for operating a vehicle while under the influence of intoxicants must inform their supervisor or the Human Resources director within the employee's next working day. Failure to do so will result in disciplinary action.

**ARTICLE 41  
DISCIPLINARY ACTION**

**Section 41.1:**

It is expected that employees will use good judgment in their actions and not cause discredit to the district, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

**Section 41.2:**

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

**Section 41.3:**

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

**Section 41.4:**

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a

self-evaluation addressing the issue relative to the disciplinary action.

When the district determines that the nature of the alleged offense requires removal from work, the employee will be placed on paid administrative leave during the course of the investigation.

**Section 41.5:**

No suspension or discharge will be allowed unless approved by the office of the general manager or designee.

**ARTICLE 42  
GRIEVANCE PROCEDURE**

**Section 42.1:**

In the event an employee or the association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

**Step 1:**

The employee, with or without an association representative, shall first discuss the grievance with their immediate supervisor within ten (10) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the employee wishes to proceed further with the grievance, the employee shall within seven (7) working days file the grievance in writing to the department head/manager, and set forth the facts, section(s) of the Agreement involved, and remedies sought. The employee's department head/manager shall then attempt to adjust the matter and respond in writing to the grievance within seven (7) working days from receipt of the written grievance.

**Step 2:**

If the grievance has not been settled, it may be presented by the employee, with or without an association representative, to the Division Director within seven (7) working days after the response from the department head/manager is received (physically received or postmark date). The Division Director shall respond in writing to the grievance within seven (7) working days of receipt of the grievance.

**Step 3:**

If the grievance has not been settled, it may be presented in writing by the employee, with or without an association representative, to the general manager or designee, within seven (7) working days after the response of the Division Director is received (physically received or postmark date). The general manager or designee shall respond in writing to the grievance within seven (7) working days after the receipt of the grievance.

**Step 4:**

If the grievance has not been settled, the association may, within seven (7) working days after the reply of the general manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the general manager or designee.

**Section 42.2:**

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar

days prior to the date the grievance was filed under Step 1 of the procedure contained in this article.

**Section 42.3:**

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 42.4:**

The association may file at Step 2 any grievance involving a claim or dispute which affects two or more employees.

**Section 42.5:**

Representatives selected by the association to act as "Association Representatives" shall be certified in writing to the district by the association.

**Section 42.6:**

The time limits specified in this section may be waived by mutual consent.

**ARTICLE 43  
SAVINGS CLAUSE**

**Section 43.1:**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified article, section or portion thereof directly specified in said decision.

**ARTICLE 44  
DURATION AND TERMINATION**

**Section 44.1:**


This Agreement shall be effective July 1, 2022, and continue in full force and be effective until June 30, 2025.

**Section 44.2:**


The association shall notify the district in writing no later than December 1, 2021, of its intention to negotiate a successor Agreement. Within thirty (30) days of that notification the parties will identify a date to begin bargaining.

SIGNED this 28<sup>th</sup> day of June, 2022

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President

FOR THE DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
OSEA Field Representative