

COLLECTIVE BARGAINING AGREEMENT

Between

**NORTH MARION COUNTY COMMUNICATIONS
(NORCOM)**

And

NORTH MARION COUNTY DISPATCH ASSOCIATION

July 1, 2005 – June 30, 2008

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PREAMBLE

This Agreement is agreed to between the North Marion County Communications (NORCOM), hereinafter called the Agency, and the North Marion County Dispatch Association, hereinafter called the Association. This Agreement is entered into for the purpose of fixing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full agreement between the parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

The Agency recognizes the Association as the sole collective bargaining agent for all regular full-time employees, employed in job classifications covered by this Agreement as listed in Appendix A of this Agreement, and regular part-time employees who are regularly scheduled to work at least ninety (90) hours a month. The parties further agree that the classifications of Director, Communications Supervisor and casual part-time employees are specifically excluded from the bargaining unit.

1. The accrual of all paid time off benefits (sick leave, vacation, time off in lieu of holiday, and the like) and benefits (Article 21) is predicated upon a regularly scheduled full-time employment. All such benefits for part-time employees covered by this Agreement shall be prorated based on the part-time employee's regularly scheduled hours.
2. Casual part-time employees are non-regular, part-time employees who work less than ninety (90) hours per month. Casual part-time employees shall not be subject to the terms of this Agreement. The Agency shall only employ casual part-time employees, as defined above, in excess of twenty (20) hours per employee, per week when it is for any of the following:
 - a. To cover regular employees during training;
 - b. To cover regular employee's paid or unpaid time off;
 - c. For up to ninety (90) days while the Agency recruits and hires unfilled bargaining unit positions and thereafter until the new employee is able to work independently;
 - d. To work a schedule agreed upon by the Association, and/or
 - e. To perform specialized duties and special projects.

ARTICLE 2 – GENERAL PROVISIONS

1. ASSOCIATION MANAGEMENT RELATIONS:

The parties recognize that in order for this Agreement to be administered effectively, all employees, supervisors and Association representatives and agents must act with responsibility and mutual respect and in a spirit of cooperation.

2. BULLETIN BOARD/FILE CABINETS:

The Agency agrees to furnish and maintain a bulletin board within the dispatch center to be used by the Association for the posting of notices and bulletins, and other matters relating to the Association. All notices posted shall bear the signature of the Association representative or member responsible for said posting. Postings on the bulletin board shall not include material that is derogatory, disrespectful or otherwise incompatible with Agency-Association relations as set forth in Article 2 of the Agreement.

The Agency agrees to provide the Association a space for a secure file cabinet for Association purposes.

3. ASSOCIATION ACTIVITIES:

Except as otherwise provided in the Agreement, during their working hours, Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association, provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any Agency employee.

4. PERSONNEL POLICY MANUAL & SOP'S:

Employees will be provided copies of all changes in the Personnel Policy Manual or SOP's prior to implementation. Such notices can be provided by written or electronic copy. The Agency also agrees to provide the Association with notice of such changes in policy and also provide a copy of the recent Policy Manual, either electronic or written, upon request.

5. PERSONAL CELL PHONES:

Employees shall be allowed to utilize cell phones to make personal phone calls during breaks off of the dispatch floor. Text messaging is permitted, provided such use does not affect the ability to perform the job or disrupt operations. Phones must be silent on the dispatch floor and taking photos on the floor is prohibited. Use of phones or pagers inconsistent with these restrictions may lead to counseling or discipline.

ARTICLE 3 - ASSOCIATION SECURITY

1. ASSOCIATION DUES:

The Agency agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

- a. The Association membership dues and assessments of those Association members who individually request such deductions in writing or, in lieu of membership due, a monthly service fee equal to the cost, to the extent permitted by law, of negotiations and contract administration as certified in writing by the Association to the Agency, not, however, to exceed the uniformly required dues of members, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of this Agreement, or within thirty (30) days of becoming an employee, whichever is later.
- b. The Association expressly agrees that it will safeguard the rights of non-Association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member or other sincerely held religious beliefs in accordance with applicable law. As to any such employee, such sums paid by such employee shall be equivalent to regular Association dues and shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the Agency, when requested, that this has been done.
- c. The amounts to be deducted shall be certified to the Agency by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Association by the 10th day of the succeeding month after such deductions are made. The Association dues check shall be deposited or cashed within thirty (30) days of receipt. Such statement shall also include any new hires. Notification of new hires shall take place at the time the first dues payment is to be paid and shall include the employee's name, mailing address, and job title.
- d. The Association will indemnify, defend and hold the Agency harmless against any claims made and against any suit instituted against the Agency as a result of the Agency's enforcement of the above provisions or as a result of any check-off errors. The Association and any affected employee will cooperate with the Agency to correct check off errors through payroll adjustments. The Agency and Association will make proper adjustments with the employee for errors as soon as practicable upon notice of the error.

ARTICLE 4 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, religion, national origin, disability that can be reasonably accommodated, political affiliation or other protected status or activities, in accordance with applicable law. In light of state and federal discrimination remedies, the provisions of this Article 4 shall not be subject to arbitration under the grievance procedure or serve as the basis for any other claim of a violation of this Agreement. In the event of a claim of discrimination, the employee has the right to retain private counsel to represent him/her, in addition to Association representation.

ARTICLE 5 - MANAGEMENT RIGHTS

The Agency shall retain the exclusive right to exercise the customary rights and functions of management, including, but not limited to, directing the activities of the department, determining the levels of service and methods of operations, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge probationary employees without limitation and non-probationary employees for just cause; to determine work schedules and assign work, determine the Agency's financial, budgetary, accounting and organizational policies and procedures; and any other such right (and function) not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

Nothing in this Agreement is intended to waive the Agency's obligation to bargain over changes in terms and conditions of employment as required by PECBA. It is, however, understood and agreed that if the Agency does not exercise a management right reserved to it or if the Agency exercises a management right reserved to it a particular way, such conduct shall not be deemed a waiver of its right to begin exercising such a right in the future or to exercise such a right differently in the future. However, nothing in this paragraph shall be considered to be a waiver by the Association of bargaining rights afforded under PECBA.

ARTICLE 6 – STRIKES AND LOCKOUTS

Inasmuch as there are means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise, the parties agree as follows:

1. **LOCKOUT:**

During the term of this Agreement, the Agency shall not, as a result of a dispute with the Association, deny employment to any employee covered by the terms of this Agreement.

2. **STRIKE:**

During the term of this Agreement, the Association or its members will not participate in any strike, slowdown, or other concerted activity, to include the observance of the picket line of another labor organization. In the event of a violation of the above by the Association or members of the bargaining unit, the Agency may discipline, including discharge, any employee involved in such prohibited activity on a uniform or selective basis.

ARTICLE 7 - ASSOCIATION BUSINESS

1. ASSOCIATION REPRESENTATIVES:

The Association agrees that members selected as designated representatives will be certified in writing to the Agency. Employees designated as Association representatives shall be allowed time off without loss of pay for that purpose of representing employees in disciplinary interviews and attending grievance procedure meetings when such meetings occur during the employee's scheduled work hours.

In addition, two (2) employees serving as an Association representative may be designated to attend negotiation sessions without loss of pay, provided such sessions occur during the employee's regular duty hours.

2. SPECIAL CONFERENCES:

Special conferences for important matters may be arranged between the Association and the Agency upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) designated Association members shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

3. ASSOCIATION AUTHORITY:

Any decision that affects the rights of the Association must be authorized in writing and signed by the President of the Association or by the Executive Board Committee.

ARTICLE 8 - CONTRACT DISTRIBUTION

This Agreement and modifications and/or memoranda of understanding will be made available to all employees of the Agency in electronic form. In addition, the Association may furnish each employee of the bargaining unit with a copy of this Agreement. The cost of printing and assembling copies of this contract will be borne by the Association.

ARTICLE 9 – SENIORITY

1. DEFINITIONS:

“Seniority” as used in this Agreement means the length of an employee’s continuous service with the Agency, or in the case of an employee whose continuous service with the Agency predates the formation of the Agency, “seniority” means the length of an employee’s combined continuous service with NORCOM.

Probationary employees shall not be considered to have seniority, until completion of the probationary period. Upon completion of probation, an employee’s seniority shall be credited from his/her first day of service with the Agency.

2. BREAKS IN SENIORITY:

Employees will continue to accrue seniority unless and until their seniority is broken. Seniority will be broken and the employment relationship will be severed if any of the following events occur:

- a. Voluntary resignation or retirement;
- b. Discharge of a regular employee for just cause or a probationary employee “at will;”
- c. Layoff or continuous absence from work due to off-the-job injury/illness for more than twelve (12) months duration;
- d. Failure to notify the Director or designee of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the Agency through personnel records within seven (7) calendar days of receipt of such notification or ten (10) days of mailing, whichever occurs later;
- e. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury/illness, failure to report for available work within seven (7) days of receipt of notice of a limited or full medical release to return to work;
- f. Continuous absence from work due to on-the-job injury/illness for more than twenty-four (24) months; or
- g. Job abandonment.

Employees who are serving in the military will continue to receive seniority and reinstatement rights in accordance with applicable law.

3. **APPLICATION OF SENIORITY:**

Seniority shall apply to the following employment decisions:

a. **Layoff**

In the event of a layoff for any reason, probationary employees shall be laid off first. Then employees will be laid off in the opposite order of seniority, as defined in Section 1 above.

b. **Recall**

Employees shall be recalled from layoff in the opposite order of layoff.

The Agency shall notify laid-off employees of recall by certified letter, return receipt requested, at their last known address of record as maintained in the personnel file. Recall notices shall specify a minimum of fifteen (15) calendars days for the employee to return to active employment. The Agency may, however, specify a later reporting date or grant the employee additional time for good faith reasons.

Employees who wish to waive reemployment rights may do so by written notification to the Agency.

c. **Shift Scheduling**

Employees are entitled to use their seniority to bid for shift preferences in accordance with Article 12, Section 6.

d. **Vacation Preferences**

Employees are entitled to use their seniority to bid for vacation time off in accordance with Article 15, Section 2.

4. **GENERAL PROVISIONS:**

a. **Seniority Lists**

The Agency shall provide the Association with a copy of the seniority list and any revisions to the seniority list upon request.

b. **Reinstatement of Seniority**

Employees returning from layoff or leave of absence which does not result in a break in seniority, as set forth in Section 2 above, shall continue to accrue seniority while on layoff or leave of absence.

Employees who leave the bargaining unit will have their seniority reinstated as follows:

1. Employees who are transferred to casual part-time employees not covered by this Agreement and who are returned to the bargaining unit will have the seniority they had at the time of removal from the bargaining unit reinstated, provided they return to the bargaining unit within twelve (12) months of the date of transfer.
2. Supervisors who are promoted and are returned to the bargaining unit will have the seniority they had at the time of promotion reinstated, provided they are returned to the bargaining unit within twelve months of the date of the promotion.

5. CONTINUATION OF BENEFITS:

Employees returning from layoff or leave of absence that does not result in a break in seniority, as set forth in Section 2 above, shall return with their previously accrued unused sick leave, holiday and vacation benefits restored, but shall not accrue benefits for the period of the layoff or unpaid leave of absence, except as required by applicable law. In the event an employee suffers a break in seniority before drawing all accrued sick leave, holiday and vacation benefits, any unused holiday and vacation benefits will be paid to the employee at the time his/her seniority is broken and employment is severed, consistent with applicable law.

ARTICLE 10 – OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer or make material changes in the nature or hours of outside employment currently approved by the Agency must obtain approval from the Agency by submission of a request in writing for such approval. Such written request shall specify the name of the prospective employer, the job title of the position, and a description of the nature of the work to be performed, including the hours of anticipated employment. Upon receipt of such request, the Agency shall have the right to contact the prospective employer to independently determine the nature of the employment being considered. The Agency shall endeavor to approve or deny a request for outside employment within seven (7) business days of its receipt.

The Agency shall not deny a request for approval of outside employment unless there is a conflict of interest and/or business related reason, which the Agency shall describe in writing. For purposes of this Article, a conflict of interest shall include any circumstance where the employee's overall effectiveness would or might be impaired as a result of the nature of the outside employment or where such employment presents a legal or other conflict of interest.

When permission to engage in outside employment is granted, it shall not be construed to in any manner compromise the employee's obligation to be available for overtime, call-out, and shift change on the same basis as other employees who work in the same classification. In addition, the employee shall schedule the outside employment in such a manner so as to have at least eight (8) hours off for rest prior to the start of each regularly scheduled shift.

ARTICLE 11 - WORK OUT OF CLASSIFICATION

When in the Agency's sole discretion an employee is temporarily appointed to a supervisory classification, he/she shall receive out of class pay computed as five percent (5%) of the employee's step wage rate for all time spent in such assignment. All such appointments shall be by written notification to the employee.

The Agency also reserves the right to designate employees to act in the capacity of Lead Dispatchers. Lead Dispatchers will be expected to assume additional duties (scheduling: troubleshoot equipment problems, ability to approve overtime, etc.) as assigned. Employees designated to act in the capacity of Lead Dispatchers shall receive five percent (5%) pay increase for all time worked in such assignments.

The parties understand and agree that the Agency is not required to assign a supervisor or Lead Dispatcher to each shift. All Lead Dispatch assignments will be made at the discretion of the Agency and must be confirmed in writing by the Executive Director or designee.

ARTICLE 12 - HOURS OF WORK

1. WORKDAY:

A day is defined as a twenty-four (24)-hour period commencing with the start of the employee's scheduled shift day. A regular workday for employees shall consist of eight (8) hours per day on the basis of a five (5)-day work week schedule (5-8 plan) or ten (10) hours per day on the basis of a four (4)-day work week schedule (4-10 plan), or twelve (12) hours a day based on a three (3) or four (4)-day work week. A regular shift is a minimum of eight (8) consecutive hours. Employees shall receive at least eight (8) hours time off between regular assigned shifts or shift extensions before being required to return back to work. No employee shall be required to work more than sixteen (16) consecutive hours, unless mutually agreed upon.

A regular work schedule shall include a minimum of two (2) consecutive days off per workweek, except during shift rotations and scheduled mandatory training.

2. MEALS AND BREAKS:

Except for court days, training days, and days when traveling outside the Agency, employees shall be entitled to two ten (10) minute rest periods during each four (4) hour shift periods per workday, and one (1) thirty (30)-minute meal period during the workday. Rest and meal periods shall be taken in the dispatch center and shall be paid. During the employee's break and meal period, the employee shall remain on-duty status and shall be subject to call-to the dispatch console in cases of immediate need. An employee may be on break outside and in the immediate vicinity of the building if in contact with the Center by handheld radio. The employees on shift may agree in exceptional circumstances that an employee may leave the Center for a brief period as long as minimum staffing is maintained.

3. WORKWEEK:

A regular workweek shall consist of forty (40) hours of work during a seven-day (7-day) calendar period commencing midnight (0000:01) Sunday and ending midnight (2359:59) of the following Saturday.

4. TWELVE HOUR TURN-AROUND PREMIUM PAY:

A twelve (12) hour turn-around refers to the minimum number of hour's off-duty between shifts. Employees required to work without a twelve (12) hour turn-around will be paid the premium pay of one-half (1/2) their regular rate for hours worked during that period. Shift extensions, whether before or after an employee's scheduled shift, will be considered part of their shift for the purpose of determining entitlement to twelve (12) hour turn-arounds.

5. SHIFT CHANGES:

Employees will generally be given seven (7) days advance notice of shift changes. All shift change notifications shall be in writing. If the shift change notification occurs on the

employee's day off, the Agency shall contact the employee and confirm the change. The employee will sign and date the notification upon receipt.

Shift changes that occur without seven (7) calendar day's prior notification will be subject to the overtime requirements of Article 12. However, if a shift change without seven (7) days prior notification is the result of bereavement leave, administrative leave, holiday leave taken as a result of a personal emergency, resignation with less than seven (7) days (actually worked) notice, or treated as though seven (7) days prior notification had been given.

Seven (7) days advance notice of shift change shall not be required when an employee attends non-mandatory training or is directed to attend a meeting or complete a special assignment outside a regular scheduled shift. Employees shall be given at least eight (8) hours between either their ending shift and the required activity or the following shift, but not both.

An "emergency" means an unforeseen combination of circumstances that calls for immediate action requiring alternating of scheduled work hours, shifts or personnel for a limited period of time.

6. SHIFT TRADES:

Two employees may trade shifts for scheduled hours with prior approval of the Dispatch Supervisor or the Director or designee. All shift trades must be documented in writing within three (3) business days of the first trade. The documentation must specify both the initial and the reciprocal shifts that the two employees intend to substitute for one another. Trades are subject to supervisory approval and usually will be allowed, subject to the following:

- a. Generally trades are within the same pay period.
- b. Trades may be denied on a case-by-case basis due to operational needs, scheduling impacts Agency safety issues or where trades would cause the Agency to incur overtime that would not otherwise be incurred.
- c. No employee will work two shifts without at least eight (8) hours off between shifts, unless the employee trades shifts and specifically agrees to forfeit the premium pay rate for less than twelve (12) hours turn-around.
- d. The responsibility for reciprocation is between the employees. Once the trade is documented, the employees are accountable for attendance on the dates of the trade. If there is a change made to the reciprocal shift trade date/time, such change must be verbally approved by the Dispatch Supervisor or Director prior to the change and documented in writing within three (3) days of the first trades shift.

- e. In the event an employee leaves the Agency's employment without working the reciprocal trade shift, the employee's final paycheck will be reduced by the amount of wages that would have been earned if the reciprocal shift trade was completed before separation from employment.

In accordance with FLSA regulations, trades shall not affect payroll of the employees participating in the trade.

When a shift trade occurs, each employee will for pay purposes be treated as though he/she worked his/her schedule shift. However, in the event of a shift extension, the employee working the extra time will receive the pay for such time at his/her established overtime rate.

7. **SHIFT ROTATION FOR DISPATCHERS:**

a. **Shift Scheduling**

The regular shift rotation shall occur approximately every three (3) months and shall be scheduled so as to coincide with the academic quarter at the local community college. The shift scheduling process for dispatchers shall allow the employee to select the four (4) schedules that the employee is to work during the year, as follows:

1. On or about January 10th of each year, the Agency shall post a master schedule of the anticipated available shifts for each quarter of the year and the first quarter of the following year, which shall include days and hours to be worked for each position.
2. Each employee, starting with the employee who has the most seniority shall, in turn, indicate preference as to two (2) of the four (4) shift rotations that he or she wishes to work which remain available on the master schedule and have not been previously selected by more senior employees. For the third shift assignments, employees shall indicate their preference in opposite order of seniority. The fourth shift assignment will be selected based on seniority. The bargaining unit shall be allotted fourteen (14) days in which to complete the shift bidding process. If an employee fails to cooperate with an Association officer by exercising a bid within 12 hours of a request to do so, such employee forfeits the right to bid.

Employees shall be restricted from bidding more than three (3) consecutive shift tours of the same hours worked (i.e. day shift, swing shift, graveyard).

4. Probationary employees will not be permitted to bid for shifts until the shift rotation following completion of probation.

b. **Exceptions**

With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the Agency's ability to provide the best and most cost-effective service to the public. By way of example therefor, the following exceptions to the above shift scheduling procedures are made. Probationary employees shall not be subject to the provisions of this Article.

Shifts may be adjusted in order to meet training needs; swing, graveyard and weekend day shifts may be allocated to supervisors.

c. Alternate Work Scheduling

In the event the Agency implements an alternative regular work schedule for all employees, the Association will either re-bid or slot employees to their shift rotation subject to the following:

1. Slotting will occur if a minimum of two (2) previously scheduled days off remain in tact for all members eligible to bid.
2. Re-bid shall occur when less than two (2) previously scheduled days off remain in tact for any members eligible to bid. Re-bid will be subject to the initial bid rotation based upon sequence of previously selected quarters. (Sequence of such selected quarters will be maintained by the Association.)
3. Re-bids are not subject to grievances with the Agency, however, can be challenged with the Association.

8. TRAUMATIC EVENTS:

Any employee directly involved in a traumatic event, (i.e., officer involved shooting or similar) shall be permitted up to 72 hours of paid administrative leave and given the opportunity to seek EAP or professional assistance, beyond a normal debriefing. The Agency will pay for the cost of counseling that is not covered by insurance.

ARTICLE 13 – OVERTIME

1. OVERTIME WORK:

Overtime shall be paid at the applicable rate for:

- a. Hours worked in excess of eight (8), ten (10) or twelve (12) hours in a workday and;
- b. Hours worked outside an employee's regularly scheduled shift, unless the employee has been given the required seven (7) days advance notice and;
- c. Hours worked in excess of forty (40) hours in a work week and;
- d. Any hours worked directly prior to the beginning of a shift or to work hours directly after a shift ("hold-over") and;
- e. As specifically defined in this Agreement or required by law.

The Agency has the unqualified right to require employees to work overtime. Overtime shall be computed to the nearest quarter hour. Paid leaves shall count as hours worked for computing overtime. Employees may elect to reinstate paid leaves if also working overtime worked during a specific shift. Employees shall only be paid overtime once for any qualifying event.

2. **CALL-OUT:**

A call-out occurs when an employee is called to respond to work that is not in conjunction with a regularly scheduled shift. Call-out minimum does not apply when an employee is "held-over" after a shift or is required to report early for a shift. Call-out shall be paid at a minimum of three (3) hours at the applicable overtime rate, except that call-out pay will not be paid for the following:

Call-out is not paid under the following exceptions:

- a. Department meetings when the employee has received not less than seven (7) days' advance notice;
- b. Joint labor/management committee meetings (i.e., Rules and Regulations, Safety Committee, QAP) when the employee's assignment to the committee is voluntary.

3. **DUTY-CONNECTED COURT APPEARANCE:**

A duty-connected court appearance shall be considered time worked and any expenses associated with such appearances shall be reimbursed.

All witness fees, mileage allowance and related remuneration paid to the employee for appearance in court proceedings shall be turned over to the Agency.

ARTICLE 14 - TIME OFF IN LIEU OF HOLIDAYS

1. ACCRUAL:

Employees will accrue eight (8) hours per month for time off in lieu of holidays. Time off in lieu of holiday which is taken by an employee will be charged to the nearest quarter (1/4) hour, to the employee's accumulated holiday time account. Employees with five (5) years of service shall accrue 8.67 hours per month. Employees may only accrue a maximum of

ninety-six (96) hours, or less, shall be allowed to carry over from year to year. The employee shall be compensated in cash on a monthly basis for all holiday time that is in excess of the ninety-six (96) hour maximum. Employees will be allowed to carry over time off in lieu of holidays to a maximum of ninety-six (96) hours from one fiscal year to another.

A “month” shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absences paid by the Agency. Time off in lieu of holiday benefits do not accrue during periods that an employee is on layoff or unpaid leave. Full-time employees who are actively employed or on paid leave for part of a month will have their benefits prorated, as will part-time employees who are regularly scheduled to work at least ninety (90) hours per month.

2. **UTILIZATION:**

a. **Preference Holidays**

Preference holiday requests shall be granted as follows:

Preference holiday requests shall be submitted by no later than 17:00, March 7th each year. Holiday preferences will be for the period from March 10th to March 9th of the next year. Such requests must be submitted to the holiday preference box on separate “Request for Time Off” forms for each holiday requested and must be prioritized in order of preference. (1st, 2nd, 3rd, etc.) Within three (3) business days of March 7th, the Director or designee, in the presence of an Association representative, will draw names from a lottery for each employee who has submitted preference holiday requests. The first name drawn will be granted their first available holiday request. Subsequently, a second name will be drawn and such employee will be granted their first available holiday request. Such process will be continued until all names and requests are accounted for.

b. **Non-Preferred or Remaining Holidays**

Requests for non-preferred or remaining holidays shall be approved or denied as soon as possible, but within three (3) business days (Monday through Friday, excluding holidays) of the date the request is submitted to the Director or designee on the “Request for Time Off” form.

The Agency shall not be required to approve a holiday time-off request if doing so would result in inadequate coverage or the payment of overtime to another employee.

3. **TERMINATION OF EMPLOYMENT:**

Upon the termination, resignation or other break in seniority of a regular employee, all earned but unused holiday time shall be paid at the employee’s current wage rate.

ARTICLE 15 – VACATIONS

1. ACCRUAL RATE:

The accrual of vacation shall be as follows:

Months of Service	Monthly Accrual in Hours	Number of days Accrued annually
0-36	6.67	10
37-60	8	12
61-120	10.67	15
121-132	11.33	17
133-144	12	18
145-156	12.67	19
157-168	13.33	20

Accrued vacation shall be credited as earned vacation for each month of service, in accordance with the schedule set forth above, except that vacation accrued during an employee's first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.

A "month" shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the Agency. Vacation benefits do not accrue during periods that an employee is on layoff or unpaid leave. Full-time employees who are actively employed or on paid leave for part of a month will have their benefits prorated, as will part-time employees who are regularly scheduled to work at least ninety (90) hours per month.

Vacation will not be accrued in excess of two (2) times an employee's annual accrual rate and will be forfeited, provided that in the event an employee is unable due to Agency operational needs to take a vacation, he or she may request and be granted a waiver in writing which allows for accrual beyond the maximum for a specified period. Such waiver period shall normally not exceed four (4) months in duration.

2. UTILIZATION AND SCHEDULING:

Vacation time off will be scheduled as either priority or non-priority vacations.

a. **Priority Vacations**

Between February 1st and March 1st of each year, employees shall be allowed to sign up for priority vacation time off for the upcoming vacation anniversary year as follows:

Employees will be eligible to sign up for a maximum of four (4) weeks of priority vacation time off to be taken in one or two blocks of time between the third Sunday of March and the same date the following year (the vacation anniversary year). Employees may request vacation time in excess of four (4) weeks, however, such time beyond four (4) weeks is non-priority vacation. The parties may mutually agree to special arrangements for longer vacations.

All employees requesting priority vacations must personally complete a Request for Time Off form. Sign-ups must be in increments of one (1) full workday to four (4) consecutive work weeks. Each eligible employee may designate a "first" and "second" bid for priority vacation. If an employee does not designate a second bid, it will be assumed that he/she has only one vacation request and that request will be treated as a "first choice". In order to assure proper consideration of priority vacation requests, first vacation bids and second vacation bids will be considered separately with all first vacation bids considered before any second bids, as follows:

“FIRST” Vacation Bid - Employees will have a minimum of ten calendar (10) days from the date the sign-up sheet is posted on the bulletin board (on or around February 1st) to sign up for their first choice of priority vacation. Only one choice is bid in this round.

Preference for all first bids of vacation will be granted to the most senior employee, the next most senior and continuing in that order through the least senior employee. Employees may not designate a choice which overlaps with a more senior employee’s first choice for a priority vacation. It is, however, understood that the parties may mutually agree to special arrangements in circumstances of low staffing and overlapping vacations for first and second bids.

“SECOND” Vacation Bid - After the Agency has reviewed and awarded first bid choices for priority vacations, as described above, second bids for priority vacations will be granted, subject to the maximum of four (4) weeks of priority vacation per vacation anniversary year. Only one choice is bid in this round.

Preference for all second vacation bids will also be granted to the most senior employee, the next most senior and continuing in that order through the least senior employee who designates a second vacation bid. Employees may not designate a vacation bid which overlaps with a more senior employee’s second choice for a priority vacation.

The Agency shall have seven (7) days after close of the vacation sign-up period in which to approve or deny the vacation requests.

b. **Non-Priority Vacations**

All vacations other than as specified in subsection a., above shall be granted in increments of one (1) shift or longer, and shall be requested not less than two (2) weeks prior to the first day of the requested vacation. In the event only a portion of a vacation request can be granted, the parties will mutually discuss options. Such vacation shall be approved or denied on a first-request-received-has-priority basis within three (3) business days of the day of receipt of the request, but not before the seniority bidding process has been completed for the period in question. An employee may combine his/her accumulated holiday time with vacation when scheduling vacation time off.

3. **CANCELLATION OF VACATION:**

In the event an employee is involuntarily required to work during his/her priority-bid vacation, he/she shall receive time-and-one-half for all time worked and shall have the option of receiving vacation pay for the time involved (for a total of two-and-one-half times the regular hourly rate) or the employee may choose to have his/her vacation time reinstated

to his/her vacation account for use at a later time.

In addition, if an employee's approved time off (holiday or vacation) is canceled by the Agency, and if the employee has incurred expenses that are not recoverable, he/she shall be eligible for reimbursement subject to the following. At the time notification of cancellation is received, the employee must advise the Agency of the fact that expenses have been incurred and the nature thereof. Within seventy-two (72) hours of receipt of the notice of vacation cancellation, the employee must submit appropriate documentation to verify any expenses claimed. The provisions of this section shall not prevent an employee from voluntarily canceling and/or rescheduling a vacation without the payment of a premium for the time involved.

4. **TERMINATION OF EMPLOYMENT:**

Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, earned but unused vacation time shall be paid at his/her current wage rate.

ARTICLE 16 – SICK LEAVE

1. **ACCRUAL:**

Sick leave with pay shall accrue at the rate of eight (8) hours per month of employment, to a maximum accrual of nine hundred sixty (960) hours.

A “month” shall be defined as including any month during which an employee is actively working or is on vacation, holiday or other leaves of absence paid by the Agency. Sick leave benefits do not accrue during periods that an employee is on layoff or unpaid leave. Full-time employees who are actively employed or on unpaid leave for part of a month will have their benefits prorated, as will part-time employees who are regularly scheduled to work at least ninety (90) hours per month.

2. **UTILIZATION:**

Sick leave shall be available for the following:

a. **Illness or Injury that is not Job-Related**

Sick leave will be allowed when an employee is unable to work because of illness or off-the-job injury.

b. **Workers' Compensation**

Any bona fide illness or injury sustained in connection with Agency employment shall qualify as cause for sick leave for the first three (3) calendar days of such illness or injury. Sick leave payments will also be made in coordination with weekly time-loss benefits for which the employee is eligible to receive from the Agency's workers' compensation carrier, as appropriate, so as to equal his or her regular net pay. When coordinated payments are made, the employee's sick leave account will be charged a pro rata amount based upon the relationship the payment bears to the employee's regular daily wage.

c. **Medical Appointments**

Sick leave shall be utilized for personal medical appointments or to drive or accompany any family member living within an employee's household to and from medical appointments where such appointments that cannot reasonably be scheduled during off-duty time on an hour-for-hour basis to the nearest quarter (1/4) hour.

d. **Family Medical Conditions**

When an employee must be away from the job because of the illness or injury of a member of his/her immediate family, time off shall be granted for such time that the employee's presence is actually required or reasonably necessary to care for or arrange care for the immediate family member. Employees have the obligation to make other arrangements for the care of an immediate family member within a reasonable amount of time. Generally, a maximum of one (1) workweek shall be considered a reasonable amount of time to arrange for alternative care. However, use of more time will be evaluated on a case-by-case basis. Immediate family is defined as husband, wife, mother, father, minor grandchildren, son, daughter, domestic partner, as defined in Article 21 of this Agreement, or other relative living in the employee's household.

e. **Parental Leave**

All employees may request up to seven (7) calendar days of sick leave for the birth, adoption or foster care placement of a child. (See also, Article 17.3)

3. **LIMITATIONS:**

Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.

a. **New Employees**

Sick leave shall not be available for utilization until after the first ninety (90) days of employment have been completed.

b. **Notification**

The employee shall notify his or her immediate supervisor in accordance with procedures that may be established by such supervisor of the need for sick leave as soon as possible after his or her knowledge of the need.

c. **Sick Leave Use and Misuse**

The Agency expects employees to utilize sick leave only for the purposes described in Section 2, above. Sick leave is intended to provide compensation to employees who are recuperating, except for visits to an attending physician, hospital, clinic, or pharmacy or other healthcare provider and as reasonably necessary to obtain treatment, transport an immediate family member to and from treatment or obtain medication for personal treatment or the treatment of an immediate family member. Misuse shall be considered grounds for disciplinary action.

Giving false information to obtain sick leave benefits for reasons other than those listed in Section 2 of this Article may be considered misuse of sick leave and will result in disciplinary action as determined appropriate.

4. **SHARED LEAVE:**

An employee may donate vacation and/or holiday leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to illness or injury. The vacation and/or holiday leave time will be valued at the donating employee's current rate of pay and then converted to an appropriate amount of time based on the donee's current rate of pay. The Agency may, but shall not be required to, adopt a policy for shared leave, which is equivalent to the above, but covers all Agency employees. So long as such an Agency-wide provision remains in effect, the above shared leave provision shall not apply.

5. **DOCTOR'S VERIFICATION:**

The Agency may require an employee to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional or other acceptable explanation of the need to be absent, whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the Agency can articulate a good faith concern (e.g. questionable patterns of absence, suspicious explanations, etc.) regarding the employee's eligibility to receive sick leave. Receipt of verification or other acceptable explanation may be required as a condition of sick leave usage.

6. **FITNESS FOR DUTY:**

A doctor's certificate verifying that the employee is able to perform his or her essential work duties in a manner that does not threaten his/her safety or the safety of others may be required before an employee is allowed to return from sick leave or other medical leave. In addition, the Agency reserves the right to require employees to submit verification of medical ability to safely perform their job duties, as well as confirmation of the precise nature of any limitations on an employee's ability to safely perform his/her job as necessary to determine whether an employee qualifies as disabled and, if so, to satisfy any reasonable accommodation obligations.

The Agency may accept a doctor's certificate from the employee's doctor or seek a second opinion. The Agency ordinarily will rely on the employee's treating physician. If the Agency questions the treating physician, the Agency will identify two medical experts, the employee may strike one and the other shall be the consulting physician. If the employee is not permitted to return to work, the employee shall be permitted to draw paid leave, in order of sick leave first, until questions are resolved regarding his/her medical conditions and/or limitations using the procedures described above. If the employee's attending physician (or a consulting physician or third doctor where such opinions are sought) determines that the employee was medically able to work during all or part of the time the employee was required to remain off work to verify fitness for duty, sick leave or other paid leave used

during that period will be reinstated.

In the event a doctor's verification is required, the Agency shall pay any cost of such doctor's verification, if not covered by insurance. If the Agency requires any other form or document or the Agency requires additional doctor's certificates, the Agency will also pay the cost of securing any such information.

If a third medical opinion is required because the doctor's opinions do not agree, the Agency and Association will name the third doctor. The third doctor's opinion shall be final.

The parties contemplate that Agency decisions will be made in compliance with state and federal law.

7. **SICK LEAVE INCENTIVE:**

Employees who do not use any sick leave during any individual shift rotation will be given the opportunity to convert four (4) hours sick leave for four (4) hours holiday accrual. It is the employee's obligation to request conversion at the conclusion of that shift rotation.

ARTICLE 17 - OTHER LEAVES

1. **JURY DUTY:**

An employee shall continue to receive his/her regular salary for the period of required services as a juror. All monies (excluding mileage reimbursement) received for jury duty will be surrendered to the Agency. Employees on jury duty shall be changed to a duty assignment commencing at 8:00 a.m. and ending at 5:00 p.m., the employee shall not be entitled to any overtime pay. Employees will report to the Dispatch Supervisor when less than a normal workday is required by such duty.

2. **LEAVE OF ABSENCE WITHOUT PAY:**

A regular, employee may be granted leave of absence without pay up to twelve (12) months subject to operational needs, at the discretion of the Agency. Requests for such leaves must be in writing and must establish reasonable justification for the approval by the Agency. Leaves of absence for longer than two (2) weeks must be approved or denied by the Agency Director.

3. **PARENTAL LEAVE:**

Employees are entitled for a leave of absence for the birth, adoption or foster care placement of a child. During the leave of absence, an employee will be entitled to receive sick leave benefits, if eligible, as well as accrued vacation and holidays. All employees may take up to seven (7) calendar day's sick leave at the initial time of the event.

4. **BEREAVEMENT LEAVE:**

In the event of a death in the employee's immediate family, the employee shall be granted a leave of absence of up to seven (7) calendar days per occurrence without loss of pay. The amount of bereavement leave granted, not to exceed the seven (7) calendar days per occurrence, shall be reasonably appropriate and necessary under all the circumstances.

Immediate family includes: spouse, children, step-children, parents, step-parents, grandchildren, siblings, grandparents, corresponding in-laws, domestic partner and any other person residing regularly in the employee's household. Leave may be allowed for other extended family members and friends, but shall be chargeable to vacation leave or holiday leave accruals.

This leave shall be separate from sick leave and shall not accumulate from year to year.

In the event of a death of a co-worker, employees may request and be granted vacation leave or other mutually agreeable time off to attend the funeral. In instances where the essential work of the Agency would be seriously handicapped by the temporary absence of a group of employees in a division, the Agency may set a reasonable limit on the number of employees that are to receive such leave.

5. **MILITARY LEAVE:**

Military leave shall be granted in accordance with Oregon and federal law.

ARTICLE 18 – SALARIES

1. **APPENDIX A:**

Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A, attached hereto and incorporated herein. Each employee shall be paid at one of the steps in the range prescribed for his/her classification as prescribed herein.

2. **NEW EMPLOYEES:**

A new employee who is Oregon DPSST certified will normally be hired at Step 1 of the range established for the classification to which he/she is assigned. Employees who do not have DPSST certification will be hired as a trainee. No employee will be retained at the trainee step for longer than twelve (12) months.

3. **STEP ADVANCEMENT:**

Employees are eligible for consideration for advancement to the next step of the salary range of his/her classification at the beginning of the next pay period following completion of twelve (12) months of service in the prior step until he/she reaches the top of his/her range.

4. **DENIAL OF STEP:**

If a step advancement as provided for in Section C of this Article is to be denied, the employee shall be given notice of such denial in writing. The notice of denial must also state the reason for the step denial and, where applicable, specify the standards that must be achieved before the step increase will be granted.

5. **COMMUNICATIONS TRAINING OFFICER (CTO) – 5%:**

Dispatchers performing the duties of Communications Training Officer (CTO) shall receive a premium of five percent (5%) of the employee's base wage in addition to his/her regular pay for hours spent in direct supervision of the trainee, not including overtime or educational incentive pay. CTO pay shall be effective only when the employee is spending the majority of his/her time in direct supervision of the trainee (i.e. working one console), and not for the remainder of the CTO assignment.

6. **LANGUAGE INCENTIVE – 5%:**

Any employee demonstrating written and oral proficiency in the Spanish or Russian languages shall receive, in addition to his/her regular pay, a five percent (5%) premium. The Agency is to determine the level of proficiency required and the manner of testing that proficiency.

7. **CERTIFICATION INCENTIVE:**

Any employee who possesses and maintains and Intermediate or Advanced Certification through DPSST shall receive, in addition to his/her regular pay, a three percent (3%) premium for each certificate. Employees may use mandatory training as credits towards certification requirements. It shall be the responsibility of the employee to complete an additional eight (8) (Intermediate) or sixteen (16) (Advanced) hours of job-related training at his/her own time and expense.

8. **PAY PERIODS:**

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Effective January 2006, pay periods will begin on the 21st and end on the 20th of each month. Employees will be paid by the last business day of the month for all hours worked during that pay period. Employees may request a draw or advance, up to six (6) times per year. The parties agree that upon request, termination or resignation, an employee may be given a full accounting of all the hours worked for the year.

ARTICLE 19 – EXPENSES

For out-of-town travel on Agency business, employees shall be eligible for reimbursement for their reasonable, actual receipted expenses to the extent provided for in the Agency expense reimbursement policy. When employees are required to use a personal vehicle in the performance of official duties, they shall be reimbursed at the current IRS rate.

ARTICLE 20 – TRAINING

1. **TRAINING DEFINED:**

The kinds of training that may be conducted pursuant to the provisions of this Article shall include by example such activities as DPSST-approved classes, college-level instruction, CPR, Emergency Medical Dispatch, First Aid, and instruction as to departmental methods or procedures

2. **COST OF TRAINING:**

The Agency shall pay all costs of mandatory training.

3. **SCHEDULING OF TRAINING:**

Mandatory training (training imposed by management): Employees required to attend mandatory training shall be given at least seven (7) days notice. The employer may adjust shifts to accommodate for the training. Employees attending the training shall be given at least eight (8) hours off-duty between the shifts and training

Non-mandatory training (training taken voluntarily by employee): Employees requesting non-mandatory training must have approval of the supervisor or Director. Employees requesting the non-mandatory training agree to waive the seven (7) day change of schedule notice and eight (8) hours off-duty between shift times.

ARTICLE 21 – HEALTH INSURANCE AND OTHER BENEFITS

1. **HEALTH INSURANCE COVERAGE:**

Effective November 1, 2005, the Agency shall pay 100% of the premium to provide coverage under Health Net PPO + P151597R1HCI/05 Medical Plan with the Well Net Preventative Care Benefit, Health Net Vision Elite 1010-1/05, Prescription Benefits PP/05 (no MAC) riders and PacificSource Dental Group Plan 8217217 or a substantially equivalent alternative plans. "Substantially equivalent" is determined by a review of the totality of the circumstances by the Insurance Review Committee as defined below. Summaries of the insurance plan benefits are set forth in Appendix B.

a. **Insurance Review Committee**

The Insurance Review Committee shall consist of two (2) members of the Association and two (2) members of the Agency. Upon notification to the Agency by the insurance carrier that a change in policy is occurring, the committee shall meet and determine, based on a totality of circumstances, whether the change constitutes a substantially equivalent benefit or not. A determination requires a three (3) out of four (4) person agreed vote. Upon a tie or lesser vote, the matter may be resolved through the grievance procedure. Should the arbitrator determine the change to not be "substantially equivalent," the parties will open for negotiations to resolve the change.

The Insurance Review Committee shall also serve to discuss other related insurance issues such as costs, trends and options. The Committee will meet periodically, at least once per year, as scheduled by the Director.

b. **Increases and Re-Openers**

The Agency may reopen for bargaining insurance premium rates, as an aggregate of medical, dental and vision, effective for November 1, 2007 if such rates exceed the aggregate rates for November 1, 2006 by more than 14%. If the premium rate increases exceed 12%, the Agency will pay the first 12% of the rate increase, and the employees will pay up to the next 2% of the rate increase. Should rate increases exceed 14%, the employer will pay any additional increase over 14% until a settlement is reached. The Agency may reopen under this section within 15 days of notice to the Association of the declared November 1, 2007 rate increase, if any. In any circumstance that employees are obligated to pay all or part of the 2% portion of rate increases, the parties agree that this act does not set any precedent for future negotiated contracts, nor does the agreement of the Agency to pay the increase up to 12% and over 14% until agreement is reached set a precedent.

c. **Domestic Partners**

For the purpose of this Article, where insurance benefits are extended to "spouses," domestic partners shall be considered as spouse. A domestic partner is defined as an individual of the same sex as the employee who lives with the employee and has fulfilled the requirements

contained in and completed the “Affidavit of Domestic Partnership” form which is available for the Agency. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to “spouses” except as limited by carrier contracts. Employees are obligated to promptly notify the Director when the domestic relationships, as intended by the affidavit, begin and end.

2. LIFE INSURANCE:

For the duration of this Agreement, the Agency will provide the following:

A \$25,000, twenty-four (24) hour life policy with double indemnity and accidental death and dismemberment.

3. RETIREMENT:

The Agency agrees to continue participating in the Oregon Public Employees Retirement System (PERS) for the life of this Agreement, subject to the following:

- a. Each employee shall have six percent (6%) of gross earnings deducted from his/her pay and credited to his/her retirement plan account through December 31, 2005.
- b. Effective January 1, 2006, the Agency will pay the six percent (6%) employee contributions required by PERS.

The Agency is required by law to remain a member of PERS. In the event of an increase in the employer contribution rate after January 1, 2005, which is attributable to PERS under funding in the employer account, the parties will re-open this Agreement.

4. DISABILITY INSURANCE:

The Agency shall provide each employee with a group long-term disability plan to insure a minimum of sixty-six and two-thirds percent (66 2/3%) of the employee’s base monthly salary.

ARTICLE 22 - PERSONNEL FILE AND EMPLOYEE RECORD

1. FILE REVIEW:

Each employee shall have the right, upon request, to review and obtain at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received

prior to the date of his/her employment by the Agency. Employees may review the Supervisor's current working file or the employee's general file upon request.

2. REMOVAL FROM PERSONNEL FILE:

Written Reprimands, upon request of the employee, shall be removed from an employee's personnel file at the end of eighteen (18) months, provided there are not subsequent Letters of Warning or disciplinary action of a similar nature during the intervening period of time. Other disciplinary actions, upon request of the employee, shall be removed from an employee's personnel file at the end of thirty-six (36) months, provided there are no subsequent Letters of Warning or disciplinary action of a similar nature during the intervening period of time.

Documents removed from an employee's personnel file as a result of an employee request will not be destroyed at the end of the eighteen (18) or thirty-six (36) month periods. Instead, such documents will be placed in a confidential file maintained by the Director. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration and civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating circumstances and compliance with legal obligations.

3. FILE ADDITIONS:

Each employee shall have the right to read and sign any written material of an evaluative nature that is placed in his/her personnel file or the employee's general file, as maintained by the Director. This includes merit ratings, written reprimands, demotions, suspensions, or discharge. Any employee may respond in writing to any item placed in such personnel file, and said response shall become a part of said file. Prior to placing any document considered "negative" in any employee's personnel file, the employee will be given written notice of the document and may provide a rebuttal for the file.

4. REFERENCE CHECKS AND RELEASE OF INFORMATION:

In the event an employee applies for work with another employer, a prospective employer will be granted access to an employee's personnel file, the supervisor's current working file and the employee's general file, upon written consent of the employee.

ARTICLE 23 - PROBATIONARY PERIODS

Probation shall apply to new employees. The probation period shall be eighteen (18) months for all employees who are new to the Agency and do not have current DPSST certification or substantial equivalent certification, as determined by the Agency. The probationary period shall be twelve (12) months for laterals, promoted and transferred employees who have certification on levels as described above.

At, or prior to, the completion of the probationary period, a new employee may be discharged and a promoted employee may be restored to his/her former classification "at will," justification, or cause being shown, and without recourse to the grievance procedure, due process or appeal procedure, except as provided for lateral and transferred new employees.

Lateral hires and transferred employees who are evaluated as "not satisfactory" as part of the probation period may also be dismissed from Agency employment "at will." However, dismissal shall be subject to grievance through Step 2 to the Director and the decision of the Director shall be final.

New employees who are certified and have prior experience may be hired above the Step 1 rate. An employee so hired shall be eligible for advancement to the next step on the one-year anniversary of employment.

A probationary employee may not grieve any disciplinary action pursuant to Article 24. Probationary status does not preclude grievances related to non-disciplinary conditions of employment provided for in this Agreement.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

No regular employee shall be disciplined without just cause. Forms of discipline include, but are not limited to: written reprimand, suspension, transfers as a result of misconduct, reduction in salary demotion and termination. Discipline will normally be progressive, however, any level of discipline may be imposed, based on the totality of circumstances and just cause.

Forms of evaluation or counseling, including verbal warnings reduced to writing and Letters of Warning, are not considered to be discipline and are not subject to the grievance and arbitration procedures. These are less formal means of resolving issues related to daily operations, performance and compliance with Agency standards. Such forms of counseling may serve as evidence for future disciplines. They will not be placed in an employee's personnel file, however, may be maintained in supervisor's current working file to be retrieved and purged, if corrected. Nothing in this Article shall be construed to prevent or prohibit a superior from discussing operational matters informally with employees.

1. DUE PROCESS:

The Agency will follow the procedures outlined below if disciplinary action is being considered.

a. Disciplinary Interviews and Notice

The employee and Association representative will be given 48 hours notice of intent to interview the employee under investigation. The notice will include the nature of the allegations and sufficient information to enable the employee to understand the facts prompting the interview, as well as the policies or standards potentially violated and the level of discipline being considered. Prior to any interview, the employee will be notified of their right to have an Association representative or Association counsel and have such representative present during the interview.

b. Interview shall take place at Agency facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

c. The Agency shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

d. In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. In the event the employer reasonably believes the employee may have engaged in criminal conduct, the employer shall provide the "Garrity" warning.

e. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion.

f. The employee may request and be granted reasonable intermissions, as the employee shall request for personal necessities.

g. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident(s) which are the subject of the investigation.

However, nothing in this section shall prohibit the Agency from questioning the employee about information which is developed during the course of the investigation or information related to the employee's understanding of the rule or standard in question and mitigating or aggravating factors.

- h. If the Agency or Association tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to either party. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Agency, the employee shall be given a complimentary copy.

2. **PRE-DISCIPLINARY HEARING/LOUDERMILL:**

Prior to any discipline being imposed, the employee and Association representative, shall be notified in writing of the potential level of discipline being considered, the standards or rules violated and the facts supporting potential disciplinary action. The notice will also include a reminder of the employee's rights to have an Association representative or Association counsel at the interview to provide additional evidence or mitigating circumstances. The employer agrees not to decide on the discipline imposed until after such meeting.

3. **IMPOSING DISCIPLINE: WHEN AN INVESTIGATION RESULTS IN DISCIPLINE:**

Any employee being disciplined will be given written notice of discipline imposed, including a summary of the facts, the policy violations or misconduct occurred and an explanation of the discipline imposed. The Association representative will be given the same notice.

The employee or Association representative, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all witness statements, tape recordings and written documents and any other materials relied upon at no cost.

The Agency agrees to provide the employee and Association representative the status or outcome of the investigation within thirty (30) days of the preliminary interview. The Agency will notify the Association if more time is needed.

4. **LIE DETECTOR TESTS:**

No employee will be compelled to provide polygraph or voice stress tests.

All forms of discipline, as described above, may be grieved through the grievance process provided for within this Agreement and may be subject to arbitration as the final resolution.

ARTICLE 25 - SUBSTANCE ABUSE POLICY

NORCOM implements the following Substance Abuse Policy to become effective upon execution of the Agreement:

1. **PURPOSE:**

It is the mission of this Agency to enhance public safety through the use of a reasonable employee drug testing program and the enforcement of rules prohibiting the consumption of

alcohol or use of drugs which interferes with this mission.

To ensure the integrity of NORCOM and preserve public trust and confidence in a fit and alcohol/drug free service, the Agency has adopted the following rules and procedures:

2. APPLICANT DRUG TESTING:

- a. Applicants for employment in the Agency shall be required to take a drug test as a condition of employment during a post-offer/pre-work medical examination.
- b. Applicant shall be disqualified from further consideration for employment under the following circumstances:
 1. Refusal to submit to a required drug test, or
 2. A confirmed positive drug test indicating drug use prohibited by this Policy.

3. PROHIBITED CONDUCT:

The following conduct is strictly prohibited:

- a. Buying, selling, consuming, distributing or possessing drugs or alcohol during working hours, including rest and meal periods.
- b. Reporting for work or returning to duty under the influence of alcohol or drugs. For the purpose of this Policy, an employee is considered to be “under the influence” of alcohol or drugs, if the employee tests positive for having such substances present in his/her body.
- c. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Agency Director, irrespective of the jurisdiction where such action was taken.
- d. Failing to comply with Agency directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; giving false, diluted or altered samples; obstructing the testing process; failing to comply with rehabilitation conditions imposed by the Agency or rehabilitation counselors pursuant to Article VII of this Policy.
- e. Failure to disclose use of over-the-counter or prescribed medication containing controlled substance, as required by Section IV, below.

For the purpose of this Policy, “drugs” include, but is not limited to the following controlled substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines and barbiturates. However, “drugs” does not include prescription and over-the-

counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

4. **DISCLOSURE OF MEDICATIONS:**

Employees are responsible for consulting with their physicians and carefully reviewing medication warnings, including any warnings pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that could reasonably affect their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before reporting for work. Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue his/her job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which could reasonably impair the safe performance of essential job duties; illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

5. **EMPLOYEE TESTING:**

Employees will be required to undergo drug and/or alcohol testing as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

a. **Reasonable Suspicion**

A supervisor may order an employee to immediately submit to a urinalysis test for drugs and/or a breathalyzer test for alcohol whenever the Agency has reasonable suspicion to believe that the employee has violated the provisions of this Policy concerning reporting to work or being at work "under the influence" of drugs or alcohol.

"Reasonable suspicion" shall be defined as suspicion based on articulated observations concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this Policy.

b. **Rehabilitation Treatment**

Where testing is required pursuant to a Rehabilitation and Return to Work Agreement imposed by the Agency or an employee's rehabilitation counselors, individualized suspicionless testing may be required as outlined in that Agreement.

Urinalysis testing will be conducted for all types of drug testing and breathalyzer testing will be conducted for all types of alcohol testing.

6. TESTING PROCEDURES:

- a. The testing will be conducted at a laboratory certified by the federal DOT and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the NIDA. All drug tests will be conducted through collection of a split sample. All positive drug tests will be confirmed by a second cross confirmatory test from the same sample using GCMS testing methodology and reviewed by a Medical Review Officer before the test result is reported as positive. The Agency shall pay for such testing.
- b. The other sample shall remain at the facility in frozen storage for a minimum of 90 days from the date the test was conducted. This sample shall be made available to the employee or his attorney, should the original sample result in a legal dispute or the chain of custody be broken.
- c. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided or the initial test was not determinative, a second specimen may be obtained immediately, using testing procedures deemed appropriate by the testing laboratory personnel.
- d. If the confirmatory test is positive for the presence of a controlled substance, the employee will have the option of submitting the split untested sample to a qualified and certified laboratory of the employee's own choosing. The employee will pay for these types of tests.
- e. All records pertaining to Agency required drug and alcohol tests, as well as compliance with rehabilitation terms shall remain confidential, and shall not be released, except on a need to know basis, in accordance with applicable law. All documents pertaining to testing and test results will be maintained in employee medical, not personnel, files.

7. SEARCHES:

Employees have no expectation to be free of search of a locker, desk or contents of other Agency controlled spaces.

The Agency reserves the right to conduct searches of Agency equipment or facilities generally, and may search any area or item of Agency property, directly connected to the Agency's operation (such as desks, files, lockers, cabinets, etc.), consistent with applicable law.

The search of an employee's personal possessions, including but not limited to purses, bags, briefcases, backpacks, automobiles, etc. is strictly prohibited for purposes of this Article.

Prior to a search, notice will be given to the employee. The employee shall be present during the search and may elect to have an Association representative present, if such presence does not delay the search in excess of one (1) hour.

8. CONSEQUENCES OF VIOLATIONS:

a. **Employees who Report Dependencies and seek Assistance *before* Committing a Policy Violation – Rehabilitation.**

The Agency encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency to the Executive Director or his/her designee and seeks assistance before violating this Policy, that employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment as recommended by a Substance Abuse Professional (SAP).

The employee will not be permitted to work until such time as a Substance Abuse Professional agrees he/she:

1. Has been evaluated by a Substance Abuse Professional (SAP); and
2. If recommended by the SAP, has complied with all-rehabilitation/after-care prescribed; and
3. Has a verified negative drug or alcohol test (as applicable).

In order to return to work for the Agency, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written Rehabilitation and Return to Work Agreement required by the Agency. Any employee who violates the terms of the Agreement is subject to immediate termination.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave, vacation pay or holiday pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which his/her paid leave is depleted.

b. **Employees who Report Dependencies and Seek Treatment after Committing a Policy Violation.**

Employees who notify the Executive Director or his/her designee of drug or alcohol dependencies *after* violating this Policy are subject to discharge, irrespective of such dependencies.

The Agency may however, at its discretion, allow an employee to undergo evaluation and rehabilitation in lieu of discipline and discharge, provided the employee promptly complies with the terms and conditions set forth in Section C.1., above. The Agency will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the consequences of the violation; any other circumstances offered by the employee that mitigates against discharge.

It is understood and agreed that the references to discipline and discharge set forth in this Policy and the Rehabilitation and Return to Work Agreement are not intended to supercede "just cause" requirements.

ARTICLE 26 - GRIEVANCE PROCEDURE

1. DEFINITION:

A grievance for the purpose of this Agreement is defined as an alleged violation of this Agreement.

2. TIME LIMITS:

The time limits set forth herein shall be modified only by written agreement. Failure by the Agency to respond within a specified time limit shall constitute rejection of the grievance at that step and thereby allow the Association to proceed to the next step within the applicable time limit. Failure by the Association to file a grievance or proceed to the next step within the applicable time limit specified in each step shall constitute a withdrawal of the grievance

by the Association. Reference to days means calendar days, the parties may agree to the extension of any time limit, which shall be in writing.

3. **PROCEDURE:**

In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1 - Immediate Supervisor

The employee or the Association shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence thereof, or the employee's knowledge thereof. The written grievance shall include: (1) a statement of the specific Agency action or lack of action which is the cause of the grievance; (2) specific provision(s) of the contract (by Article and Section(s) violated); and (3) remedy sought. After the grievance is filed, the grieving employee and an Association representative shall meet with the supervisor to attempt to resolve the grievance. If the grievance is not resolved at this meeting, the supervisor shall make a written response to the grievance within fourteen (14) days of the meeting, or within fourteen (14) days of the receipt of the written grievance, whichever occurs later. Any resolution reached shall be reduced to writing by the parties.

Step 2 - Agency Director

If the grievance remains unresolved, the grievance shall be submitted within fourteen (14) days of the date of the response was received, or within fourteen (14) days of the date that the response was due if no timely response is received, to the Director by forwarding a copy of all materials submitted or received at all prior steps to the Director with a cover letter specifying that the matter is being pursued to the second step. The Agency Director or his/her designee shall meet with the Association within thirty (30) days of receipt of the grievance and shall respond in writing to the grievance within thirty (30) days of the meeting.

Step 3 – Mediation (Optional)

If the grievance is not resolved at Step 2, the parties may upon mutual agreement submit the grievance to a mediator designated by ERB, within thirty (30) days of response from Step 2. The parties agree that mediation costs shall be shared equally, unless otherwise resolved at mediation.

Step 4 – Arbitration

If the grievance is not resolved through Step 2 or 3, the Association may submit the grievance within thirty (30) days of the date the response was received, or due from the Director or mediation, whichever is later, to the arbitrator in the following manner:

The Association shall serve notice to the Agency Director of intent to arbitrate and on the same date request a list of seven (7) names from the State Mediation and Conciliation Service of the ERB. If the parties are unable to agree on an arbitrator, then the parties shall alternately strike one (1) name from the list, until only one (1) is left. The one (1) remaining shall be the arbitrator.

The arbitrator shall render a written decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall be without authority to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator, provided it is within the scope of this Agreement, shall be final and binding on both parties.

Expenses for the arbitrator's services and the proceedings shall be paid by the losing party, as determined by the Arbitrator. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

ARTICLE 27 - SAVINGS CLAUSE

Should any Article, or section of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article or provision directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute, if possible, for the invalidated language in accordance with PECBA.

ARTICLE 28 - TERM OF AGREEMENT

1. This Agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2008, or until a successor Agreement is reached. This Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

FOR THE AGENCY:

FOR THE ASSOCIATION:

Signature

Signature

Title

Title

Date

Date

APPENDIX A – WAGES

Effective July 1, 2005

Step:	Trainee	1	2	3	4	5
Dispatcher	2400	2669	2797	2951	3095	3251

Effective July 1, 2006 through June 30, 2007

Step:	Trainee	1	2	3	4	5
Dispatcher	2472	2749	2881	3040	3188	3349

Effective July 1, 2007 through June 30, 2008

Step:	Trainee	1	2	3	4	5
Dispatcher	2546	2831	2967	3131	3284	3449

APPENDIX B - INSURANCE PLANS

Summaries of the health insurance benefits provided to employees pursuant to Article 22 of this Agreement are attached. Employees will also receive benefits in accordance with the Pacific Source dental insurance program currently in effect.