

**COLLECTIVE BARGAINING
AGREEMENT**

between

**NORTH MARION COUNTY COMMUNICATIONS
(NORCOM)**

and

**NORTH MARION COUNTY DISPATCH
ASSOCIATION**

July 1, 2008 – June 30, 2011

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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, but may carry on other business activities of the Association, provided which do not involve meetings on the Dispatch Floor and do not, in the determination of the Agency, interfere with the work and duties of any Agency employee. Association officers may use the Agency's equipment (facsimiles, e-mails, telephones, etc.) for Association business, so long as such use does not interfere with the Agency's business, provided the Association discloses the use to the Agency and reimburses the Agency for any actual costs incurred.

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 pagers and 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.

For the purpose of this section, the term “dispatch floor” shall include the large open space in the Dispatch Center where dispatch operations and call taking functions occur, including all of the following areas: the large room where the consoles are located, the area surrounding the printers, the information desk and the supervisor’s work station. The dispatch floor does not include the area by the bathrooms, the quiet room, the lockers or break/lunch room.

Use of phones or pagers inconsistent with these restrictions may lead to counseling or discipline.

6. SURVEILLANCE CAMERAS AND ELECTRONIC DOOR MONITORING

The rules governing the use if surveillance cameras inside the Dispatch Center are as follows:

- a. There will be one camera located in the northwest corner of the Dispatch Center. This camera cannot be moved without approval of the Director and will be used to span the room or focus on individual employee(s).
- b. There will be no microphones or audio recordings of conversations in the Dispatch Center made in conjunction with the use of the camera. Dispatch calls will continue to be recorded and are not subject to this policy.
- c. The camera will be operated seven days a week and 24 hours a day and will electronically record and store data.
- d. The camera will be Internet protocol operated. The monitor for the camera will be located in the data room, along with the monitors for cameras in other areas of the facility.
- e. Routine access to the camera recordings will be limited to the IT Manager, the Chief of Police of the Woodburn Police Department, the Executive Director of NORCOM and other managerial employees as specifically designated for investigation of particular incidents. Additional access will

be granted on a need-to-know basis or as required, consistent with applicable law.

- f. Although NORCOM does not intend to regularly monitor camera or electronic door recordings, the Agency reserves the right to access, review and preserve recordings as incidents arise which raise questions or concerns regarding the operation of the Dispatch Center. Likewise, camera and electronic door recordings may be accessed, reviewed and preserved, as the Agency deems necessary to verify the safe and appropriate operation of the Center. Recordings will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific recording.
- g. Camera recordings will be maintained for a 14-day period and either recorded over or deleted on a continual basis at the conclusion of each successive 14-day period.
- h. In the event information revealed on camera or electronic door recordings raises concerns regarding employee conduct, the Agency will retain the recording that raises the concerns and agrees to provide a copy of the recording to the Association as part of the 48 hour advance notice requirements under Article 24 – Discipline and Discharge, Section 1 – Due Process, Subsection a – Disciplinary Interviews and Notice.
- i. The Agency understands that it has the burden of proving that “just cause” exists to support the discipline or discharge of any non-probationary employee. Consistent with that principle, whenever possible, conduct revealed on a camera and/or electronic door recording that is used as a basis for disciplining or discharging an employee will be accompanied by other corroborative evidence (i.e. call records, witness statements, etc.).

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.
- b. 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.
- c. 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.
- d. 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.

- e. 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, sexual orientation, 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 and meetings 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. If the employee continues to be absent from work due to on-the-job injury/illness for three (3) years after the date of his/her injury/illness or otherwise loses his/her reinstatement rights under ORS Chapter 659A; 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) calendar 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 or 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:

Except as provided for in the attached Memorandum of Understanding (Exhibit C), a workday 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 workweek 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 workweek. 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:

Employees shall be entitled to one ten (10) minute paid rest period during each four (4) hour shift periods per workday, and one thirty (30)-minute paid meal period during each eight (8) or ten (10) hour shift and one forty-five (45) minute paid meal period during each twelve (12) hour shift. Except for court days, training days, and days when traveling outside the Agency, rest and meal periods shall be taken in the building or immediate vicinity. 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. To assure that employees receive proper break and meal periods, all employees are strongly encouraged to leave the console floor during such periods. An employee may be on break outside and in the immediate vicinity of the building, if he/she remains in contact with the Center by two way communication. 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 premium pay of one-half (1/2) their regular rate for actual hours worked during that period. In the event an employee takes paid leave during a twelve (12) hour turn-around, that employee will not be paid premium pay for any portion of the twelve (12) hour turn-around that is not worked. 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 turnarounds.

5. **SHIFT CHANGES:**

Employees who are not working a designated relief shift may be adjusted only when no other employees, including part-time employees, are available on a non-overtime basis.

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.

In the event a shift designated as other than relief shift is adjusted and/or the employee is expected to work hours outside their regularly scheduled shift, all hours assigned/adjusted outside the regularly scheduled shift shall be paid at an additional half (1/2) time premium rate. This premium rate shall not compound with overtime paid for the same hours worked.

Shift changes that occur without seven (7) calendar day's prior notification will be subject to the overtime requirements of Article 13 – Overtime. 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 or resignation with less than seven (7) days (actually worked) notice, it will be 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 will be 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 overtime 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. After all employees have selected their first two shifts, the remaining two of four (4) shifts shall be selected on the basis of 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.
3. 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 therefore, the following exceptions to the above shift scheduling procedures are made. Probationary employees shall not be subject to 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 intact for all members eligible to bid.
2. Re-bid shall occur when less than two (2) previously scheduled days off remain intact 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.

d. **Red Box Shift Assignments**

The Agency will utilize “red box shift” assignments in establishing employee work schedules. In the event that a vacancy occurs where bumping is necessary, the following guidelines and provisions will apply:

1. The bidding schedule will shall contain identified red box assignments for each quarter. As vacancies occur, the red box assignment allows employees to determine which shifts will be removed and in what order.
2. The red box 1 shift assignment will be the first assignment to be removed from the schedule upon any vacancy. The person working the red box 1 assignment will then be bumped to the vacant shift created by the vacancy, unless the person leaving is actually working the red box 1 assignment. Red box 2 will be the second removed; red box 3 will be the next removed and so forth, as further vacancies occur. All red box assignments shall be removed in ascending order.

3. The last red box assignment removed (for example, red box 4) will be the first shift assignment to be returned to the schedule as vacancies are filled and new employees assume their own positions. As each red box assignment is returned to the schedule, the person previously bumped from that red box shift shall have the option of deciding whether they want to remain on their replacement shift or bump back to their original red box shift, thus placing the new employee on the shift not selected by the person previously bumped. All red box shift assignments shall be returned to the schedule in descending order.

8. **TRAUMATIC EVENTS:**

Any employee who is directly involved in a traumatic event in the performance of his/her job duties, (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;
- b. Hours worked outside an employee's regularly scheduled shift, unless the employee has been given the required seven (7) days advance notice;
- c. Hours worked in excess of forty (40) hours in a workweek;
- 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:

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

Employees who are required to attend Department meetings on their day off will, however, be paid a minimum of two (2) hours overtime.

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.

4. **ASSIGNMENT OF OVERTIME**

If the Agency is unable to avoid calling in non-designated relief shift employees to perform work outside their regular work schedules by utilizing part-time employees or adjusting shifts, overtime will be offered to cover the work required as follows:

a. **Voluntary Overtime**

Scheduled overtime shall be offered first on a voluntary basis. Prior to the issuance of each monthly schedule, scheduled overtime will be posted for voluntary signup on a first come first serve basis.

To fill unscheduled overtime, the Agency shall maintain a monthly unscheduled overtime signup book. Employees shall select the days/shifts that they will be available to work overtime, along with a number at which they desire to be contacted. In the event an employee's availability changes, it is the employee's responsibility to make the changes in the signup book. When the Agency determines that unscheduled overtime is needed, employees who have indicated their willingness to work on that day/shift will be contacted in order of seniority. Employees will either accept or decline the overtime opportunity. A failure to answer the phone shall be considered a declination.

b. **Mandatory Overtime**

In the event overtime needs cannot be filled through shift extensions, the utilization of part-time employees or voluntary signups, the overtime shall be filled in inverse order of seniority by shift. In the event the Agency cannot reach an employee for mandatory overtime, it will proceed to contact other employees on that shift in order of seniority. In the unlikely event that overtime cannot be filled through that procedure, the Agency reserves the right to mandate overtime assignments for any employee.

5. **COMPENSATORY TIME REOPENER**

In the event a court of competent jurisdiction issues a decision declaring that public sector employers may deny compensatory time off requests where the granting of such requests would cause the employer to incur overtime, the Association shall have the right to reopen the Agreement for the limited purpose of determining whether employees should be given the option of receiving compensatory time in lieu of overtime. Notice of reopener must be made in writing and negotiations pursuant to the reopener shall be conducted in accordance with the expedited bargaining procedure set forth in ORS 243.698.

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 and carryover a maximum of one hundred six (106) hours, The employee shall be compensated in cash on a monthly basis for all holiday time that is in excess of the one hundred six (106) hour maximum.

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

Non-preferred or remaining holiday requests will be granted as follows:

Requests for non-preferred or remaining holidays may not be submitted prior to March 15th each year. Such requests will 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 to the employee or, in the event of death, to their decedent(s) consistent with applicable law.

4. PAY FOR WORKING HOLIDAYS

Employees working any hours between 000 and 2400 on Christmas Day, Thanksgiving and the 4th of July shall be paid at the rate of time-and-one-half (1 ½) for all such hours worked.

ARTICLE 15 – VACATIONS

1. ACCRUAL RATE:

The accrual of vacation shall be as follows:

<u>Months of Service</u>	<u>Monthly Accrual in Hours</u>	<u>Number Accrued Annually</u>
0-36	6.67	80
37-60	8	96
61-96	10.67	128
96-132	11.33	136
133-144	12	144
145-156	12.67	152
157-168	13.33	160
169 -239	14	168
240 and over	16.33	196

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. In the event an employee is approaching maximum vacation accrual, the Agency will notify the employee and, in cooperation with the employee, will schedule vacation time off to avoid accumulation of vacation accrual in excess of the maximum accrual. It is, however, understood that if 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 beginning and the end of the shift bid 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, unless the overlap does not exceed one workday; is not for the same or similar shift(s) and does not cause the Agency to incur overtime. 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 – Employees may designate a second bid for priority vacations on or around February 17th. 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 each vacation sign-up period in which to approve or deny the vacation requests.

If an employee fails to cooperate with the Association Officer by exercising a bid within twelve (12) hours of a request to do so, such employee forfeits the right to bid.

b. Non-Priority Vacations

All requests for vacations other than as specified in subsection a., e.g. non-priority vacations requests, may be submitted *after* March 15th. Such requests shall be granted in increments of one (1) shift or longer. 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.

An employee who becomes seriously ill or injured while on vacation may convert their vacation leave to sick leave, provided the nature of the illness or injury is substantiated by a health care provider.

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 to the employee or, in the event of a death, their estate.

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 paid leave and is in documented need of sick leave due to illness or injury. The vacation and/or holiday leave time donations will be exchanged hour for hour without regard to differences in the rates of pay between the donor and donee. 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, consistent with applicable law. 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 eight (8) hours sick leave for eight (8) 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 are required to promptly notify the Agency of any jury summons. The Agency reserves the right to adjust the work schedule of the employee called for jury duty as necessary to accommodate such jury service. 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. WAGE SCHEDULE

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 set forth in this Article and Appendix A.

Wage rates shall be increased over the term of the Agreement as follows:

- a. Effective July 1, 2008, the wages of employees covered by this Agreement shall be increased by 4.1%.
- b. Effective July 1, 2009, the wages of employees covered by this Agreement shall be increased by an amount equal to the increase in the Portland CPI-W from December 2007 to December 2008, with a minimum of 3% and a maximum of 5%.
- c. Effective July 1, 2010, the wages of employees covered by this Agreement shall be increased by an amount equal to the increase in the Portland CPI-W from December 2008 to December 2009, with a minimum of 3% and a maximum of 5%.

In addition to the across-the-board increases set forth above, the Agency agrees to add an additional step to the Salary Schedule. The Agency further agrees to increase the wages paid to employees on this step of the Salary Schedule incrementally as follows:

1. Effective July 1, 2008, employees on this step will receive 3.5% more in base wages than employees on the prior step;
2. Effective July 1, 2009, employees on this step will receive 4% more in base wages than employees on the prior step; and
3. Effective July 1, 2010, employees on this step will receive 5% more in base wages than employees on the prior step.

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. Effective July 1, 2010, certification pay for employees who possess and maintain Intermediate Certification shall be increased to four percent (4%) and certification pay for employees who possess and maintain Advanced Certification shall be increased to seven percent (7%.) Employees may use mandatory training as credits towards certification requirements.

8. PAY PERIODS:

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 Agency may adjust shifts to accommodate for the training and may also, with agreement from the employee, adjust schedules to accommodate for 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, 2008, the Agency shall pay 100% of the premium to provide coverage under ODS PPO Co-pay Deductible Plan PPO 500/20 with Vision Care Benefits Plan V100 \$300 and Preferred Prescription Drug \$10/\$30/\$50 Plan and Pacific Source Dental Group Plan 8217217 or 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. Health Reimbursement Agreement/Voluntary Employee Benefit Account (HRA/VEBA)

Effective January 1, 2009 the Agency will provide an HRA/VEBA Plan available to full-time employees. Employees who leave the employment of the Agency prior to January 1, 2009 are not eligible to participate.

The Agency agrees to use the savings generated by the change from the medical insurance plans in effect on October 31, 2008 (Health Net PPO + P151597R1HCI/05 Medical Plan with the Well Net Preventative Care Benefit, Health Net Visions Elite 1010 1/05, Prescription Benefits PP/05 (no MAC) riders *and* the medical insurance plan in effect on November 1, 2008 to fund contributions to employee HRAs as follows:

1. For calendar year 2009, the contributions to be paid on behalf of eligible employees will be computed as follows:

\$136,100.88	Total gross premium paid by the Agency for medical insurance coverage for October 2008
- \$112,671.72	Minus the total gross premium paid by the Agency for medical insurance coverage for November 2008
= \$ 23,429.16	Gross Savings for the 2008-2009 insurance coverage year

This savings amount will be spread among employees with monthly contributions paid to individual employee HRA/VEBAs based on tier coverage level as follows:

Single Employee	-	\$ 63.34 per month
Employee + Child	-	\$ 120.35 per month
Employee + Spouse	-	\$ 136.12 per month
Full Family	-	\$ 177.35 per month

In order to remain entitled to receive the above contributions, employees must be actively employed or on paid leave. For any month an employee is not actively employed or on paid leave, his/her HRA/VEBA contribution will be prorated, unless the employee is paying his or her own health insurance premiums, in which case, the higher payment will be made.

Employees are required to promptly submit written notification of all events affecting the appropriate tier of coverage. In the event of such a tier change, employee HRA/VEBA contributions will be adjusted upward or downward to reflect the amount appropriate for the new tier of coverage, as set forth above. Such changes in contributions will become effective on the first day of the month following the date of the event necessitating a change in tier coverage, provided notice and submission of paperwork required to effectuate the change are timely submitted.

The Agency will not, however, adjust the amount of the HRA/VEBA contributions set forth above during an HRA/VEBA calendar year, based on changes in savings which occur as a result of staffing changes, vacancies and/or changes in contribution levels paid on behalf of current employees.

Effective January 1, 2010 the Agency will implement a program which requires employees to roll over their unused HRA/VEBA contributions from the preceding calendar year into an HRA/VEBA account.

2. For calendar year 2010, the contributions to be paid on behalf of eligible employees will be computed as follows:

$$\begin{aligned} & \$ \text{_____} \quad \text{Total gross premium paid by the Agency for} \\ & \quad \text{medical insurance coverage for October 2008.} \\ & \quad \text{plus the cost of any premium increase for} \\ & \quad \text{2009, not to exceed } \$152,432.98 \text{ (12\%} \\ & \quad \text{Agency contribution)} \\ & - \$ \quad \text{Minus the total gross premium paid by the} \\ & \quad \text{Agency for medical insurance coverage for} \\ & \quad \text{November 2009, not to exceed } \$131,725.84 \\ & \quad \text{(12\% Agency contribution/2\% employee} \\ & \quad \text{contribution)} \\ & = \$ \quad \text{Gross Savings from the 2009-2010 insurance} \\ & \quad \text{coverage year} \end{aligned}$$

In the event there continues to be a savings, the gross savings amount will be spread among employees with monthly contributions paid to individual employee HRA/VEBAs using the same method for computing contributions for each tier of coverage as was used for calendar year 2009. In addition, all other terms and conditions set forth in subsection 1, above will continue to apply.

The Agency will also continue the HRA/VEBA rollover plan in effect on the same terms as described in subsection 1.

3. For calendar year 2011, the contributions to be paid on behalf of eligible employees will be computed as follows:

$$\begin{aligned} & \$ \text{_____} \quad \text{Total gross premium, paid by the Agency for} \\ & \quad \text{medical insurance coverage for October} \\ & \quad \text{2008, plus the cost of any premium increase} \\ & \quad \text{for 2010, not to exceed } \$152,432.98 \text{ (12\%} \\ & \quad \text{Agency contribution)} \end{aligned}$$

- \$	Minus the total gross premium paid by the Agency for medical insurance coverage for November 2010, not to exceed \$131,725.84 (12% Agency contribution/2% employee contribution)
= \$	Gross Savings from the 2010-2011 insurance coverage year

In the event there continues to be a savings, the gross savings amount will be spread among employees with monthly contributions paid to individual employee HRA/VEBAs using the same method for computing contributions for each tier of coverage as was used for calendar years 2009 and 2010. In addition, all other terms and conditions set forth in subsection 1, above will continue to apply.

The Agency will also continue the HRA/VEBA rollover plan in effect on the same terms as described in subsection 1.

c. Increases and Re-Openers

In the event medical insurance premium costs increase more than 14% over October 2008 costs, either party may reopen this section upon written notice within fourteen (14) days of the date the party receives notice of the increased costs. The Agency shall pay the premium increase over 14% until the parties have reached agreement or an interest arbitration award is issued.

In the event dental insurance premiums increase more than 15% for the dental insurance year December 1, 2009 through November 30, 2010, or

any subsequent dental insurance year, employees participating in the dental insurance program will be required to begin paying the amount the increase exceeds 15% up to 10% of the dental premium for their coverage. Employee contributions to dental insurance will be deducted from employee paychecks.

d. 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. 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 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.

5. VOLUNTARY WELLNESS PROGRAM

During the term of this Agreement, the Agency reserves the right to institute a voluntary wellness program.

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 and written documentation of Verbal 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 supersede "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

Except as set forth below, this Agreement shall be effective upon execution and shall remain in full force and effect through June 30, 2011, 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.

The across-the-board wage increases and increases for employees who are eligible for the added step increase set forth in Article 18, as well as vacation increases, shall be effective retroactively to July 1, 2008.

FOR NORCOM:

Signature

Date

FOR THE ASSOCIATION:

Signature

Date

Signature

Date

APPENDIX A - WAGES

Effective July 1, 2008

COMMUNICATION SPECIALIST/DISPATCHER

Step:	Trainee	1	2	3	4	5	6
Monthly:	\$ 2,650	\$2,947	\$3,089	\$3,259	\$3,419	\$3,590	\$3,716
Hourly:	\$15.29	\$17.00	\$17.82	\$18.80	\$19.73	\$20.71	\$21.44

Effective July 1, 2009

COMMUNICATION SPECIALIST/DISPATCHER

Step:	Trainee	1	2	3	4	5	6
Monthly:	\$2,730	\$3,035	\$3,182	\$3,357	\$3,522	\$3,698	\$3,847
Hourly:	\$ 15.75	\$17.51	\$18.36	\$19.37	\$20.32	\$21.33	\$22.19

CPI Adjustments for FY 2009-2010 and FY 2010-2011

Effective July 1, 2009 (FY 2009-2010) the wage rates identified above shall be adjusted by an amount equal to the CPI-W Portland, with a minimum of 3% and a maximum of 5%, pursuant to Article 18.

COMMUNICATION SPECIALIST/DISPATCHER

Step:

Monthly:

Hourly:

Effective July 1, 2010 (FY 2009-2010) the wage rates identified above shall be adjusted by an amount equal to the CPI-W Portland with a minimum of 3% and a maximum of 5%, pursuant to Article 18.

APPENDIX B

INSURANCE

Summaries of the health insurance benefits provided to employees pursuant to Article 21 of this Agreement are available upon request.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will confirm the agreement between North Marion County Communications (NORCOM) and the North Marion County Dispatch Association (Association) with regard to alternative schedules.

For the 2009 shift bid year the Agency agrees to implement the shift schedules attached as Attachment A (for twelve [12] or less employees) and Attachment B (for thirteen [13] or more employees).

During the period the shift schedules attached as Appendices A and B are in effect, the following provisions will apply:

1. Except as designated in Appendices A and B, the regular workday for all employees, excluding employees assigned to relief shifts, shall consist of eight (8) or twelve (12) consecutive hours based on a three or four (4) day workweek. It is further understood and agreed that employees working these shift rotations shall be scheduled to work three consecutive twelve (12) hour days followed by an eight (8) hour day followed by three consecutive days off, followed by three consecutive twelve (12) hour workdays followed by four consecutive days off. The workweek for such employees shall commence in the middle of the fourth consecutive workday and shall repeat in cycles of seven (7) consecutive twenty-four (24) hour periods.
2. Each twelve (12) hour workday shall have the same start/stop time as all other workdays in the workweek. Each eight (8) hour workday may have different start/stop times.
3. There will be four (4) shifts designated relief/red box shifts. In addition, during this period any employee who is designated to relief shifts shall be subject to an eight (8) hour turn-around, rather than the twelve (12) hour turn-around set forth in Article 12- Hours of Work, Section 4.
4. The regular workday for relief shift employees shall consist of eight (8), ten (10) or twelve (12) consecutive hours of work. Relief shift employees may be scheduled to workdays with different start/stop times, provided their start/stop times are not adjusted by more than eight (8) hours from the preceding day's schedule.

Relief shift employees will be paid a premium of 5% over their base wage rate.

5. In the event staffing falls below thirteen (13), the Agency reserves the right to add two (2) additional relief (not red box) shifts.

In the event either the Agency or the Association determines that it is not in their best interest to continue the shift schedules attached as Attachments A and B, that party may, during the month of July 2009, notify the other party of its intent to reopen the subject of shift schedules. Notification must be made in writing. Upon receipt of such notice the parties agree to promptly commence bargaining in an effort to reach agreement on alternative shift schedules.

If the parties are unable to reach agreement on alternative shift scheduling on or before August 20, 2009, the Agency reserves the right to unilaterally implement alternative shift schedules commencing with the 2010 bid year.

This Memorandum of Understanding supersedes inconsistent provisions set forth in Article 12- Hours of Work of the current Agreement. All provisions of Article 12 – Hours of Work which are not inconsistent with this Memorandum of Understanding shall remain in full force and effect.

FOR NORCOM:

Signature

Date

FOR THE ASSOCIATION:

Signature

Date

Signature

Date

