

COLLECTIVE BARGAINING AGREEMENT

Between

COLUMBIA 911
COMMUNICATIONS DISTRICT

AND

COLUMBIA 9-1-1
DISPATCHERS' ASSOCIATION

July 1, 2023 – June 30, 2026

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PREAMBLE

This Agreement is entered into between Columbia 9-1-1 Communications District, a special district located within Columbia County, Oregon, hereinafter referred to as the "Employer" or "District," and Columbia 9-1-1 Dispatchers' Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and to establish a procedure for the resolution of disputes which arise under the administration of this Agreement.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all full-time and part-time employees of the Employer in classifications of Call taker, Communications Specialist and Lead Dispatcher. Newly hired employees are Association members from the date of hire.

ARTICLE 2 – ASSOCIATION/MANAGEMENT RELATIONS

Employees, management staff and representatives of each must act with responsibility and mutual respect, and in a spirit of cooperation.

ARTICLE 3 – MANAGEMENT RIGHTS

The Employer shall retain all the customary, usual, and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibility to manage the affairs of the District. The Employer shall have no obligation to bargain with the Association with respect to any subject or the exercise of discretion and decision-making authority which is not a mandatory subject of bargaining. However, the Association and the Employer shall meet during the term of this Agreement at the request of either party to bargain and attempt to resolve impacts of changes, grievances, or other problems, and to improve the relations between the parties.

Notwithstanding the foregoing, in the event the parties are unable to agree concerning impacts of a change made unilaterally by the District concerning a mandatory subject of bargaining, the matter shall be resolved in accordance with the PECBA dispute resolution process, any step of which the parties may waive if mutually agreed. Without limitation and by way of illustration, the exclusive prerogatives, functions, and the rights of the Employer shall include the following:

1. To determine the specific programs and services offered by the Employer, and the methods, means, and facilities by which they shall be put into force or operation.
2. To determine the nature of and qualifications of the workforce, to introduce and assign the duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and days off.
3. To hire, promote, train, and discipline or discharge employees for just cause, and to discharge probationary employees without just cause.

4. To implement new and to revise or discard, whether in whole or part, procedures, materials, equipment, facilities, and standards.
5. To eliminate, reorganize, or combine the work of the Employer.
6. To subcontract work beyond the capacity of the bargaining unit to perform.
7. The Employer shall not be limited, confined, or restricted by and will give consideration to past practice, rule, custom, or regulation in making changes in policies, procedures, rules, or regulations to carry out the mission of the District. No rule or practice may be adopted contrary to the provisions of this Agreement.

The District will provide the Association and each employee a handbook stating the District policies and practices in effect. The District will provide the Association fourteen (14) days' written notice of any changes which affect a mandatory subject of bargaining to provide the Association with an opportunity to demand to bargain; with regard to changes which concern mandatory subjects of bargaining, the parties shall bargain over impacts in accordance with this Article. It is understood that a decision will not be implemented prior to the completion of bargaining unless the Executive Director determines for sufficient cause that conditions require immediate change. In such event, any adjustment agreed upon or arbitrated shall be retroactive to the implementation date. In the event of bargaining, the parties shall meet within seven (7) days of notice of the proposed change; and, upon the request of either, shall advance to arbitration without mediation if an agreement cannot be reached.

ARTICLE 4 – NON-DISCRIMINATION

4.1 Employee Rights.

Employees shall have the right to join and participate in the activities of the Association for the purpose of representation in matters relating to wages, hours, and working conditions. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights. Rights of employees and the Association are those set forth in this Agreement and as provided by law.

4.2 Non-Discrimination.

The provisions of this Agreement shall be applied equally to all members of the bargaining unit without discrimination as to marital status, age, sex, sexual orientation, religion, race, color, national origin, union affiliation, political affiliation, or any disability which with reasonable accommodation permits the employee to perform the essential functions of the position.

ARTICLE 5 – DUES CHECK-OFF

5.1 Dues Deduction.

The Employer, when so authorized and directed in writing by an employee member of the Association on an appropriate authorization form will deduct regular Association dues from wages of the employee beginning on the first (1st) of the month following the month in which the employee is hired. Any authorization for payroll

deductions of dues may be canceled by the employee upon written notice to the Employer and the Association prior to the sixteenth (16th) day of each month, to be effective on the first (1st) day of the following month. The employer will not be held liable for check-off errors, and will make proper adjustments for errors as soon as practical upon notification of the error by the Association or employee member of the Association. The Employer shall deliver payments as directed by the Association.

5.2 Fair Share.

Any employee, who does not authorize dues deduction in accordance with Article 5.1 and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. The cost per bargaining unit member shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount shall be deducted monthly as a condition of employment from the compensation of each non-member and remitted monthly in the aggregate to the Association.

5.3 Religious Objections.

Any individual employee who objects to a payment in lieu of dues on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall inform the Employer and the Association of the objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular membership dues, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the Employer that such has been accomplished, as appropriate.

5.4 Indemnification.

The Association will indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer or persons acting on behalf of the Employer, whether for damages, compensation, reinstatement, or any combination thereof, arising from the application of this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any non-member, the Association and its members shall be solely responsible for such reimbursement.

ARTICLE 6 – NO STRIKE/LOCKOUT

6.1 No Strike.

The Association agrees that during the life of the Agreement, neither the Association nor its members shall engage in, initiate, sponsor, or direct a strike, secondary boycott, picket, “blue flu”, work slow-down, work stoppage, or work speedup directed at or affecting the District for the purposes of inducing, influencing, or coercing a change in the work conditions or compensation, or the rights, privileges, or obligations of employment. This Article does not restrict the right to informational picket by the Association and/or by a particular employee(s) during that employee’s off-duty time.

6.2 Picket Lines.

The employees covered by this Agreement will not honor any picket line if to do so would interfere in any way with the performance of their duties.

6.3 Association Cooperation and Control.

In the event of a violation of this Article and notification of such by the Employer, the Association shall immediately notify and instruct the employees orally if possible and in writing that such action is in violation of this Article and that they are to return to normal service immediately.

6.4 No Lockout Provision.

There will be no lockout of employees in the unit by the Employer as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7 – SALARY PLAN ADMINISTRATION

7.1 Rate of Pay.

Each employee will be paid in accordance with the Wage Plan Addendum and wage scale attached as Appendix A.

7.2 Last Benefit Date.

The last benefit date will be calculated as either the employee's anniversary of date of hire or anniversary of promotion whichever was the last to occur. An employee's anniversary date shall be the beginning of the calendar month closest to the date of hire or promotion.

7.3 Step Determinations.

Employees shall advance from step to step each twelve (12) months on the employee's last benefit date. A step increase may be withheld from an employee on a work improvement plan instituted as a requirement for continued employment, until the conditions of the plan have been met. Step increases may be defined by the District based on demonstrated and documented deficiencies in performance.

ARTICLE 8 – HOURS OF WORK

8.1 Regular Hours.

Full-time employees shall be scheduled to work a regular shift, and each shift shall have regular starting and ending times, except for emergency situations. "Regular shift" means a shift on the schedule during a shift rotation intended to be of continuing duration. The Employer will post the schedule and provide seven (7) days' written notice of a schedule change except in cases of emergency. Meal periods and rest periods are compensated as regular hours of work, and an employee shall not be entitled to additional compensation in the event such periods cannot be taken. A work week is defined as starting at 00:00 on Sunday and ending at 23:59 on the following Saturday.

During Daylight Savings time changes, employees will be paid for actual hours worked. If an employee is required to work an additional hour due to the time change, the employee shall receive compensation at one and a half (1.5) times the employee's hourly rate. Employees who work less than a regularly scheduled work shift during Spring time change will be compensated for the hour not worked at the standard time rate.

8.2 Work Week.

Full-time employees may be scheduled to work a regular work week of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, or other schedule as mutually agreed to by the District and the Association. The regular work schedule for half-time employees may consist of any number of days or hours assigned, not to exceed sixteen (16) hours in a twenty-four (24) hour period or forty (40) hours in any seven (7) day period. The regular work schedule for a part-time employee shall consist of any number of days or hours assigned of at least eighty (80) hours per calendar month, but who do not meet the requirements to be considered a half-time employee as defined in Article 8.11. The Association and the Employer may, by mutual agreement, employ any other regular, flexible work schedule, either permanently or temporarily.

In the case of an emergency requiring a change in scheduling, the District may adopt for all full-time employees a regular work week of five (5) consecutive, eight (8) hour days. The District may also allow the Association Members a choice of options between a five (5)-eight (8) schedule and a four (4)-ten (10) schedule if there is not a difference in impact to staffing or budgetary considerations between the two. Such regular schedule modifications would last only for the duration of the emergency.

8.3 Emergency Alterations of Work Schedules.

An "emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action required alteration of scheduled work hours, shifts and/or personnel for a limited period of time as determined by the Executive Director or designee.

Under "emergency scheduling" no employee may be mandated to work more than sixteen (16) hours in a twenty-four (24) hour period, and must be scheduled eight (8) continuous hours off duty before being mandated to return to work. The twenty-four (24) hour period starts when the employee's duty shift begins.

8.4 Minimum Staffing.

The District is considered to be fully staffed when all budgeted Communication Specialists are fully trained.

The District's minimum staffing level when fully staffed is at least three (3) Communication Specialist on duty between the hours of 0800-2400.

If the District is not fully staffed, the minimum staffing level is at least three (3) fully trained Communications Specialist on duty between the hours of 1400-2400 and two (2) on duty between the hours of 2400-1400. The District will not allow a staffing level of only one (1) fully trained employee.

Any employee working below minimums shall be paid at one and one-half (1-1/2) their regular rate for those hours worked. Communication Specialist can work up to four (4) hours below minimum per shift. Any below minimum hours in excess of four (4) hours must be approved by administration and the association.

Administration and Management staff may be counted towards minimums if fully proficient in call talking and dispatching the user agencies.

8.5 Rest and Meal Periods.

The parties recognize the emergency needs and nature of work and limited ability to be away from the communications center. The employees will take a meal break of up to thirty (30) minutes at or near the midpoint

of the shift and a fifteen (15) minute break at or near the midpoint of each half shift, and to the extent operational needs make it possible to take such breaks.

8.6 Hours of Work.

Hours of work for purposes of computing overtime shall include all earned leave excluding sick leave.

8.7 Trade Time.

Two (2) employees may agree in writing, solely at their option and subject to District approval to substitute for another during scheduled work hours. Both employees must have the minimum qualifications for the traded time (example, a Call taker cannot cover a Communications Specialist shift, but a Communications Specialist can cover a Call taker shift).

Substitution may be denied on a case-by-case basis due to operational needs, overtime or other scheduling impacts. Each employee shall be paid as though the employee had worked the shift originally scheduled, as provided for in the FLSA regulations. In addition, any overtime hours annexed to a traded shift shall be paid at the overtime rate to the employee who actually works the hours. If the employee who agreed to work the traded shift is unable to do so and calls in sick, the sick leave balance of that employee (and not the regularly scheduled employee) shall be charged. If the employee who agreed to work the traded shift fails to report to work, that employee will have the equivalent number of hours not worked deducted from their earned leave (EL) accruals. Holiday premiums provided in Article 10, below minimum pay, etc. shall be paid as though the employee had worked the shift originally scheduled. Each agreement to substitute must be separately approved by the District, must be made for the convenience of the employees, and must not be required by the District. The District shall have no obligation to keep track of substitutions, or to ensure that a substitution is reciprocated.

8.8 Shift Slides and Flexing.

Periodically employees may be allowed to "slide" the start or end time of their regularly scheduled shift. The following guidelines will be in place when approving slides:

1. Shift slides will not be considered more than 30 days in advance and will be approved or denied within 5 days of when the request was made.
2. Shift slides are intended to be a singular event or in certain circumstances for a very short duration.
3. An approved slide will be considered scheduled work hours and will not be cancelled to accommodate a short notice leave request.
4. The slide may be initiated by either the District or Association member and must be mutually agreed upon by both parties.
5. The slide should not in itself incur any overtime.

"Flexing" is defined as changing an employee's days and/or hours to match what would reflect the mandatory hours needed for any mandatory or voluntary training. When an employee is scheduled for District-approved training, either mandatory or voluntary, the employee may be allowed to flex their work schedule and alter the starting and/or ending time of the workday, or flex the days they work that same week. Flexing must be mutually agreed upon by the employee(s) and the District's Operations Manager.

8.9 Shift Bid

The process of bidding for full-time and part-time shifts and requesting earned leave (EL) shall occur simultaneously by seniority.

Shift documents shall be posted no later than the 1st of the month in February, June and October. Instructions on how to submit an official bid will be included in the shift bid documents. Employees will be assigned a designated bid time and duration of time no less than two (2) hours, in which employees will be allowed to submit their shift and earned leave (EL) bid.

If an employee does not bid their shift and/or earned leave (EL) selection during their designated time, the employee next in seniority will be notified and allowed to move forward with their bid selection. If any employee misses their designated bid time, they will be allowed to re-enter the bid process but only after the currently scheduled employee has bid. The employee who misses their bid will need to contact the Operations Manager or designee to make their immediate shift and/or earned leave (EL) selection.

Additional Earned Leave (EL) will be made available to all employees at 14:00 hours on the fourteenth day after the conclusion of the bid. Earned Leave (EL) requests outside of the bidding process are open to all eligible staff and not based on or by seniority.

In the event an employee has an extended absence, greater than thirty (30) days consecutively, or the employee is terminated for any reason, the Administration shall have a deadline of up to fourteen (14) days from the time the employee's absence exceeds thirty (30) days or the employee's termination date, to issue a new shift bid for re-bid. A new shift bid may be issued earlier if the District believes an employee's absence is likely to exceed thirty (30) consecutive days. After the new shift bid is published, the District shall have seven (7) days after the date of publishing to allow employees to re-bid on the schedule. The re-bid will follow the same format as a standard shift bid. An employee who has not permanently left but has an extended absence greater than thirty (30) days consecutively shall be entitled to their original shift upon the employee's return to work. If another employee has bid on the absent employee's shift, that employee shall maintain their shift schedule prior to the employee's extended absence, and will act as additional coverage during their regular shift schedule until the next shift bid. In the event an employee's extended absence will have little or no effect on the employees remaining at work, then, if agreed upon between the Operations Manager and Association President, both parties can elect to not re-bid the schedule.

8.10 Administrative Staff Console Time.

Whenever a non-represented employee elects to work at a console to maintain skills and current DPSST EMD and telecommunicator certifications such "on console" time shall not displace scheduled over-time or reduce the work of a bargaining unit member without their approval. Qualified administrative or management employees may cover a console position to assist with staffing levels, during an emergency or under other circumstances deemed necessary by the District.

8.11 Half-Time Employees

Half-time employee means an employee who is employed by the District in a bargaining unit position and who is scheduled part time work on a regular basis of at least twenty (20) hours per week. Half-time employees will

accrue earned leave (EL) and sick leave (SL) at half (1/2) the rate of a full-time employee. Half-time employees are eligible for benefits based on a twenty (20) hour a week schedule.

Employees must have a minimum of two (2) years' experience in a 9-1-1 PSAP in order to qualify to work a half-time position.

Half-time shifts will be determined based on the staffing needs of the District. Each half-time schedule will consist of at least two (2) ten (10) hour shifts weekly. Half-time employees will bid for available half-time shifts in seniority order during the bid selection process.

Half-time employees will be allowed to participate in the earned leave (EL) bid during the shift selection process and will follow the same process as full-time employees for any leave requests. Half-time employees are eligible to work trade time as outlined in Article 8.7 Trade Time.

8.12 Part-Time Employees

Part-time employee means an employee who is employed by the District in a bargaining unit position and who works at least eighty (80) hours per month, but who do not meet the requirements to qualify as a half-time employee. Part-time employees shall receive pay in lieu of benefits; except that part-time employees shall receive premium pay on holidays as designated in Article 10. Part-time employees shall receive DPSST certification pay and longevity pay, and are allowed to participate in EAP and PERS if eligible (eligibility determined by EAP and PERS).

Part-time employees will select hours by seniority to reach "at least eighty (80) hours" status from available hours and/or shifts per month to be paid at the employee's regular rate of pay. Part-time employees shall sign up for the required minimum hours, or as close to the minimum as possible if there is less than eighty (80) hours available for sign up. Part-time employees shall sign up for part-time hours and/or shifts at 12:00 on the 29th day of the month that is two (2) months in advance of the month of the work to be performed.

All hours above forty (40) hours per week or ten (10) hours in any twenty-four (24) hour period will be paid at the overtime rate of pay of one and a half (1.5) times regular rate of pay.

Employees must have a minimum of two (2) years' experience in a 9-1-1 PSAP in order to qualify to work a part-time position.

Part-time employees are eligible to work trade time as outlined in Article 8.7 Trade Time.

ARTICLE 9 - OVERTIME

9.1 Overtime Hours.

All work performed in a twenty-four (24) hour period by a full-time or part-time employee in excess of the hours of work scheduled for that day shall be paid at the overtime rate of time and one-half (1-1/2). All other work performed by a full-time or part-time employee in excess of ten (10) hours in a twenty-four (24) hour period, or forty (40) hours per week, shall be paid at the overtime rate. No overtime may be worked unless authorized by a Manager or designee.

9.2 Call-Back.

When an employee is called to report to work (including tactical dispatch duties) when work is not available upon arrival, the employee shall receive pay for travel time plus two (2) hours at the rate of time and one-half (1-1/2). When an employee is called to report to work from off-duty, the employee shall receive a minimum of two (2) hours' call-back pay at the overtime rate unless the time is annexed to and continuous with the regularly scheduled shift and in this event the time shall be compensated at the overtime rate for the actual overtime worked.

If an employee is called into work early or called back to work after their shift has ended for a critical incident, the employee shall be paid two (2) times their standard rate of pay for the duration of the mandate.

9.3 Mandatory Training and Meetings.

When an employee is required to report for work during scheduled off-duty time to attend mandatory training or meetings such as staff meetings, training or an event scheduled by the District, the employee shall be paid a minimum of two (2) hours of pay at the overtime rate regardless of the time actually spent on such activity. For meetings, events and training that are not required and are voluntary for the employee to attend, employees will be paid for the actual hours worked.

9.4 Filling Open Hours and Shifts in the Schedule.

Open hours will be offered to both full-time and part-time Communications Specialist in reverse order of seniority. After the initial sign-ups are completed, additional shifts or hours that are approved by management will be posted for sign-up on a first-come, first-serve basis.

If there is partial shift sign-up, another Communications Specialist can sign up for the entire shift, taking away the partial sign-up of the other Communications Specialist up to seventy-two (72) hours prior to the scheduled shift. It is the duty of the employee signing up for the entire shift to notify those that have partial shift sign-ups that they are being bumped.

Employees who are off on earned leave (EL) or on regular days off will not be forced to work overtime except for pre-planned meetings or training as defined in Article 9.3 Filling Open Hours and Shifts in the Schedule.

The assignment of open hours administered as described in this Article 9.4 is subject to the following limitations:

1. Eligible employees may voluntarily sign up for not more than fifty (50) hours of posted open shifts per calendar month.
2. Eligible employees shall not be permitted to work more than six (6) consecutive days when those days include working on-console. Employees will be permitted to work more than six (6) consecutive days if those days include off-console training, travel to/from training, public education events, or other off-console work. The Association member and District must mutually agree prior to scheduling more than six (6) consecutive days of work.
3. If an employee reaches sixty (60) hours of overtime in a calendar month, that employee shall be removed from the pool of employees who may be assigned mandatory overtime hours and shall be ineligible for further overtime assignment except in cases of no other option as determined by the Director or designee.

The following applies to employees that have bid their fifty (50) hours of voluntary overtime in a calendar month: Should that employee use earned leave (EL) on a day they have overtime scheduled, the overtime hours will be compensated as per Article 8.6 Hours of Work. However, any hours taken as earned leave (EL) will be deducted from the overtime hours scheduled that day and those hours will be added to the number of hours an employee can be mandated. Example: An employee has voluntarily signed up for fifty (50) open hours in the calendar month. Employee is scheduled to work 0800-1800 and overtime 1800-2000. Employee uses earned leave (EL) 0800-1000. Since the employee did not actually work a twelve (12) hour shift, (ten (10) regular and two (2) overtime), the employee cannot then sign up for an additional two (2) hours of voluntary overtime on another date. Those two (2) hours will now be credited to the number of hours the District can mandate the employee as long as the employee has not worked more than sixty (60) hours of overtime in the calendar month.

9.5 Distribution of Mandates.

When the District must mandate an employee to work unscheduled overtime due to open shifts/hours, the District may seek to evenly distribute the overtime among those available for the assignment. Employees mandated to work will be notified of the mandate as soon as possible. Mandates of hours to be worked may not exceed fourteen (14) hours of work in a twenty-four (24) hour period of time except in an emergency. Employees, by their choice, will be allowed to work up to sixteen (16) hours in a twenty-four (24) hour period of time, but must have eight (8) consecutive hours off duty before the commencement of the next scheduled shift. The twenty-four (24) hour period starts when the employee's duty shift begins.

Overtime mandates that are not known at least seventy-two (72) hours in advance will be offered in reverse order of seniority to all qualified employees who are off duty that day. If the hours available are not taken, the employees on duty or coming on duty will be offered the hours by the same process. If no one wants any/all hours available, mandates will be made as necessary. Notwithstanding the order of mandates described in this Section, the District may offer work or assign work on a callback or holdover basis not in excess of one-half (1/2) shift contiguous to a previously scheduled shift, before resorting to reverse seniority mandates.

Overtime mandates that are not known at least three (3) hours in advance will be immediately mandated as necessary. In an effort to expedite staffing the console during short notice, all staff shall be notified of available hours regardless of seniority or status. The preferred method of notification shall be the District's current mass notification system. Only eligible employees will be allowed to fill open hours. If employees, by their choice, fill the open hours then mandates for the same hours will immediately be cancelled.

All mandated work hours shall be paid at time and one-half of the current regular hourly rate.

ARTICLE 10 – HOLIDAYS

10.1 Holiday Pay.

Employees working any hours between 00:00 and 23:59 on the following federal holidays shall be compensated at the overtime rate of one and one half (1.5) times their standard rate of pay for their actual hours worked: Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, New Years' Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day.

Employees working any hours between 00:00 and 23:59 on the following days shall be compensated at the overtime rate of two (2) times their standard rate of pay for their actual hours worked: Christmas Day, Independence Day.

Employees working any hours between 14:00 and 23:59 on Christmas Eve shall be compensated at the overtime rate of one and one half (1.5) times their standard rate of pay for their actual hours worked.

Employees working any hours between 14:00 and 23:59 on New Years' Eve shall be compensated at the overtime rate of two (2) times their standard rate of pay for their actual hours worked.

10.2 Veterans Benefit.

Employees who are veterans of the Armed Forces of the United States of America are entitled to either Veterans Day off with pay, or if granting that day off is unreasonable, an acceptable replacement day may be chosen by mutual agreement between the veteran and the District. The request for the day off shall be submitted on the appropriate leave form with seven (7) days' notice. Employees must provide a copy of their honorable discharge or current reserve service status record to qualify as a veteran under this provision.

ARTICLE 11 – EARNED LEAVE

11.1 Accrual.

Earned Leave is accrued at the applicable monthly rate by eligible full-time employees and is expressed in hours. Accruals for each month are earned one-half at each paycheck (two paychecks per month).

Newly hired employees shall not be credited with Earned Leave (EL) until the close of their sixth (6th) month of employment, or the month the employee's training is successfully completed, whichever happens first. At that time, newly hired full-time employees will be credited with an Earned Leave bank balance equivalent to the earned leave accrual entitlement for the duration of the employment (date of hire to date of the initial earned leave accrual credit). Thereafter, the employee shall accrue and use Earned Leave in accordance with this Agreement and practice. If the employee or the Employer terminates the employment relationship after the employee has completed their trial service period, accrued earned leave will be cashed out at the employee's regular rate of pay. If the Employer or employee terminates the employment relationship before the employee has completed their trial service period, no Earned Leave is earned and none will be paid out upon termination.

Earned leave shall be accrued at the following rates:

| Months of Service | Hours Per Month |
|-------------------|-----------------|
| 0 – 60 | 18 |
| 61 – 120 | 20 |
| 121 – 180 | 22 |
| 181 – 240 | 24 |

11.2 Maximum Accrual.

An employee may accrue a maximum of two (2) times the applicable annual accrual rate. Once an employee has reached the maximum accrual level, no further earned leave shall be accrued until the total is reduced below the maximum by an amount equal to at least one (1) months' accrual rate.

In the event the employer is unable to grant an earned leave request when an employee has reached the maximum accrual leave, the employee shall be allowed to accrue in excess of the maximum for a time period not to exceed four (4) additional months. If operations requirements preclude scheduling of a time off after the four (4) additional months, the District shall compensate the employee for the accrual in excess of the maximum, at the employee's regular rate of pay, until such a time as operational requirements permit the scheduling of time off. If the employee fails to schedule earned leave once the maximum accrual is reached, the District shall schedule time off on behalf of the employee and notify the employee of the dates. Months of service shall be calculated from the employee's first day of work.

11.3 Use of Accrued Leave.

Earned Leave may be used in increments of one-quarter (1/4) hour or more, upon approval.

During the shift bid selection an earned leave (EL) bid shall occur simultaneously. During the shift and earned leave (EL) bid, employees may bid up to four (4) consecutive work shifts on a 4-10 schedule or five (5) consecutive work shifts on a 5-8 schedule, per rotation. During the bid, no more than one employee may take earned leave (EL) on any given date and leave may not be taken on dates blocked out by Management. It is each employee's responsibility to ensure they will have adequate leave accrued for the leave time requested. Earned leave (EL) selected shall be considered approved pending administrative review of the process.

After the earned leave (EL) bid process is complete, additional earned leave may be requested with no less than fourteen (14) days of the request. This notice provides time for administrative staff to post the hours, be reviewed by staff, and assign mandates if necessary, in order to comply with the seven (7) day mandate notice requirement in Article 8.1 Regular Hours. All leave request will be processed on a first come first serve basis. Management reserves the right to deny any earned leave (EL) request based on operational needs.

Employees may request earned leave (EL) dates with less than 14 days' notice or on a day where one (1) employee's earned leave (EL) has already been approved. The following parameters will be met prior to approval:

1. Staffing will not go below minimum levels.
2. Other than for earned leave (EL), there is no previously posted overtime for staffing coverage.
3. Any open hours for coverage will be posted as voluntary overtime and must be covered by sign-ups, the earned leave (EL) request will not generate mandated overtime.

Employees who wish to cancel any earned leave (EL) must notify the scheduler via email and advise any employee who may have been scheduled for coverage of the earned leave (EL) shift.

The District reserves the right in the event of an unforeseeable situation to cancel or change leave to ensure adequate staffing. An employee whose scheduled leave is canceled or changed by the District shall be reimbursed any expenses not refundable due to such cancellation or change. Employees must provide documentation of a non-

refundable expense to the Executive Director within twenty (20) days of leave cancellation to receive reimbursement.

11.4 Cash-Out of Earned Leave.

An employee may request that a certain amount of their accumulated earned leave be paid out in cash, twice per fiscal year, one in the second pay period in July and the first pay period in December. All requests will be evaluated on a case by case basis. Employees must submit their request for earned leave cash-out to the Chief Financial Officer (CFO) one week in advance of the requested pay date. The earned leave cash-out will be calculated at the employee's current hourly rate and will be subject to all payroll taxes and withholdings. The earned leave cash-out will be prepared during the regular payroll preparation period. Exceptional emergency requests for cash-outs to be processed at other times during the year must be approved by the Executive Director, with the request clearly stating the reason why the cash-out is required. Cash-out requests will not be approved if approval would cause the employee's earned leave bank to drop to less than eighty (80) hours, calculated as of the month ending of the date of the request. Requests may not be approved in cases of budgetary constraint.

11.5 Donation of Earned Leave.

An employee may donate a portion of the employee's accrued earned leave (EL) balance (in hours) to another employee whose paid time off hours are depleted or about to become depleted by submitting a written request to the Executive Director specifying the name of the recipient employee, the donor's earned leave (EL) accrual balance and the number of hours to be donated.

The Executive Director may approve or deny a request based on the following:

- A. The nature of the extended medical injury causing a prolonged absence from work and consequent substantial loss of income by the recipient who has depleted earned benefit hours.
- B. A history or pattern of sick leave use which the District determines as indicative of abuse of sick leave by the employee such that permitting donated additional leave would compromise the District's short-term disability program (sick leave); or when prolonging paid leave is inappropriate because the circumstances warrant retirement or long-term disability status rather than short-term disability as a bridge to recovery and the anticipated end date of the medical emergency.
- C. The donation will be on an earned leave (EL) hour-per-hour transfer basis and shall not be subject to any salary conversions. The additional earned leave (EL) shall be paid at the recipient employee's current rate of pay.
- D. The employee earned leave (EL) hours must maintain a bank of at least twelve (12) days total vacation accrual. Only the amount of available earned leave (EL) over twelve (12) days would be eligible for donation.
- E. Verification of an employee's "medical emergency" by a treating physician may be required.
- F. Employees donating earned leave (EL) lose all rights to the donated leave.
- G. Employees who have received donated earned leave (EL) hours will not receive payment for hours donated at the time of resignation or retirement; if at separation a donated balance remains, it shall be restored to

the donors based on a proration consistent with the total hours donated by each of the donors. (E.g.: the *aliquot* share of each donor).

H. The donor's hours will be reduced by the number of hours which corresponds to the gift.

The Executive Director or designee will notify each donor of the decision and will initiate the proper paperwork for the donation. The Executive Director will administer this donation program in a fashion that, to the extent reasonably possible, preserves medical confidentiality. The District reserves the right to restrict donations to the amount necessary to cover the recipient's current needs. Additional donated earned leave (EL) may be approved by the Executive Director subject to factors A-H above, and the Executive Director or designee may determine *aliquot* portions of donated leave to be restored to donors based on a change in circumstances or a reduced need.

11.6 Termination or Death.

Upon the termination of a non-trial service employee for any reason, including layoff, or in the event of the death of any employee, all accumulated earned leave (EL) shall be paid either to the employee or the employee's heirs.

11.7 Time Off Without Pay.

The Employer may grant or deny the following requests based upon operational needs: If the employee attends a pre-approved work-related activity, and the activity does not require enough time to cover the employee's assigned shift for the day, the employee may request to take the remainder of their shift hours in earned leave or time off without pay.

In addition, for reasons other than above, the employee may request up to one-half (1/2) shift of leave without pay to a maximum of ten (10) hours per pay period.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Leave of Absence Without Pay.

Leaves of absence without pay or accrual of any other benefits for a limited period, not to exceed six (6) months, may be granted for any purpose deemed reasonable by the Employer upon request by an employee. The Employer shall have discretion to decline a leave of absence. Parties contemplate that any leave of absence without pay in excess of one (1) week would be consistent with the needs of the Employer, as determined by the Employer. The Employer may place reasonable conditions on extended leave, which shall be specified in writing. Any leave of absence without pay may be extended for any reasonable period at the Employer's discretion.

12.2 Military Leave/Military Reserves.

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

12.3 Parental Leave.

An employee shall be allowed to utilize any combination of accrued sick leave, earned leave, compensatory leave, or leave without pay for OFLA and FMLA protected leave purposes.

12.4 Jury/Witness Duty.

The District reserves the right to adjust the work schedule of an employee called for jury duty as the District determines appropriate to accommodate such jury service. Employees will be provided a minimum of ten (10)

hours off between the end of their work shift and their scheduled time to report to jury service. Employees are expected to call the Operations Manager or designee after their jury service has been completed for the day. An employee called for jury duty or subpoenaed as a witness shall suffer no loss in regular compensation for such absence. However, the employee shall be required to remit to the Employer any compensation received for such duty, excluding compensation received for mileage.

12.5 Funeral Participation.

When an employee serves as a pallbearer, the employee shall be granted reasonable time without pay to permit such activity.

12.6 Bereavement Leave.

In the event of death in the immediate family, employees shall be granted bereavement leave with pay, not to exceed four (4) working days.

Such leave may be extended by requesting additional leave described in Article 13.2 and upon receiving approval. "Immediate family" shall be defined and applied to be consistent with Oregon and Federal leave law, and may be expanded case-by-case to apply more broadly in the discretion of the Executive Director based on individual circumstances.

12.7 Traumatic Incidents.

In the event of death or critical injury to an employee of a user agency or adjoining agency while on shift ("traumatic incident"), an employee shall be given the option to take at least seventy-two (72) hours of administrative leave or be assigned to non-dispatch duties in as timely a manner as the District determines is operationally feasible. Administration may allow the affected employee(s) to take additional leave at the District's discretion. If an employee's leave due to a traumatic incident exceeds thirty (30) days consecutively, the District shall follow state regulated guidelines regarding protected leave. An employee who is absent due to a traumatic incident shall have their shift available upon return to work.

Employees on shift when a traumatic incident occurs shall be given the opportunity to have a meeting with the Operations Manager and an active member of the Association, if requested, to discuss the traumatic incident, and shall have the CAD incident and the recordings of the incident upon request from the employee(s) affected. Such meeting shall not be disciplinary in nature; the meeting is to give the most information possible to those employees who were on shift during the time of the traumatic incident and will be treated like a "defuse." If all employees on shift when the traumatic incident occurred declines the right to such a meeting, then no such meeting will be held. Administration has sixty (60) days after a traumatic incident to hold this meeting, if the employees elect to have such a meeting. If an outside agency is conducting a debrief of the traumatic incident then employees may attend the debrief in lieu of the District holding this meeting, if all employees working at the time of the traumatic incident are available to attend the outside agency debrief.

ARTICLE 13 – SICK LEAVE

13.1 Accrual.

Full-time employees shall accrue sick leave at the rate of ten (10) hours for any month in which the employee is compensated for more than eighty (80) hours. This accrual begins upon date of hire and shall accumulate thereafter. The date of hire for purposes of this section is the same as described in Article 7.2.

The maximum accrual is one thousand forty (1040) hours.

Eligible employees shall accrue and be eligible to use sick leave from the date of hire. Employees shall have the option to request time off without pay for any hours taken above their sick leave balance, after all available paid leave options have been exhausted, not to exceed four (4) weeks of time off without pay. Requests for time off without pay must be approved by Administration.

13.2 Permitted Use of Sick Leave.

Employees may use accrued sick leave in one-quarter (1/4) hour increments for the following reasons:

1. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;
 - "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
2. If the employee, or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;
3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;
4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;
5. If the District is required by law to exclude the employee from work for health reasons; or
6. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

Sick leave is intended as a benefit for the limited purposes authorized in this section. The parties acknowledge that it is the responsibility of the employee to make every effort to schedule medical and dental appointments during off-duty hours to minimize interference with the 9-1-1 emergency communications center work schedule.

13.3 Employee Notification of Inability to Work.

Any employee who is unable to report to work for a foreseeable, planned sick leave purpose shall provide the Employer with at least ten (10) calendar days' notice prior to the date the leave will begin or as soon as practicable. Employees must make a reasonable effort to schedule sick time in a manner that is not unduly disruptive to

operations and the work schedule. Any employee who must use leave for an unforeseeable purpose must contact the Operations Manager or designee before the start of his or her scheduled work shift or as soon as practicable prior to commencement of the shift when possible, in order for the District to sufficiently plan for staffing during the employee's absence. The District may discipline an employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly disruptive to the business and operations. In cases of continuing illness, the employee shall inform the employer periodically, as requested, of the employee's continued inability to work, and provide such information relating to illness, progress, and medical care as the Employer may request. A rule of reason shall govern the application of this section.

13.4 Verification of Illness or Return to Work.

If an employee takes more than three (3) consecutively scheduled workdays as sick leave, the District may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If the District suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, the District may require reasonable documentation from a healthcare provider on a more frequent basis. If an employee fails to provide the required documentation, the District may withhold pay for the sick leave used until the employee provides the required documentation. Any uninsured expense associated therewith shall be paid by the employer.

ARTICLE 14 – WORKERS' COMPENSATION

14.1 Income Loss Supplement.

The Employer shall pay to an injured worker the difference between what the employee receives from the Workers' Compensation insurer and the employee's regular salary after taxes. The dollar value paid by the Employer shall be converted to the employee's hourly wage rate and charge on an hourly basis against the employee's sick leave and earned leave in the order designated by the employee. Upon exhaustion of the employee's sick leave and earned leave, the supplemental payments shall cease. Following the exhaustion of the employee's supplemental benefit under this Article, the employee shall receive Workers' Compensation benefits as provided under State Law.

14.2 Administrative Separation.

If an employee is disabled from returning to work after twelve (12) weeks of disability or after the employee has exhausted the supplemental benefits provided for in Section 16.1 of this Article, the employee is eligible for administrative separation subject to the employee's right to reappointment provided by law. Any employee subject to administrative separation shall retain all medical benefits in accordance with the terms of the policy and applicable federal law (COBRA). If an employee is disabled to the extent that it is unlikely that the employee will return to work, the employee may be administratively separated any time and shall receive a lump sum payment of accrued and unused sick leave and earned leave as a supplemental disability payment.

ARTICLE 15 – INSURANCE

15.1 Insurance Coverage.

During the life of this Agreement and during bargaining of a successor agreement, for eligible employees and their eligible dependents, commencing after two (2) months of employment, the Employer shall provide the following health related benefits on the following first (1st) of the month:

A long-term disability plan (LTD), life insurance and an accidental death and dismemberment (AD&D) benefit. The life insurance benefit for each employee shall be \$50,000. The employer shall pay one hundred percent (100%) of the cost of LTD, life insurance and the AD&D benefit.

The Employer and employee shall share in the premium cost of health insurance for medical, dental, vision, prescription and other medical insurance plan options with the employer paying ninety-five percent (95%) of the premium amount, and the employee paying five percent (5%) of the premium amount for the insurance elected by the employee, for the CIS BCBS Co-Pay Plan B or Kaiser \$250 Deductible Plan.

All benefits are provided subject to the requirements and plan documents of the benefit carrier as amended periodically. In the event the insurer exercises its prerogative to modify the insurance plan design, the Association waives its right to demand to bargain over changes which are *de minimis* and changes which do not materially affect the total value of the benefit received by the employee. The value of certain enhancements may offset reduction in other aspects of coverage, and increased costs to either party as a result of a change in plan design of less than five percent (5%) of premium on average shall be considered *de minimis*.

The District will provide part-time employees who work at least eighty (80) regularly scheduled hours per calendar month health insurance coverage for the employee and dependents, if the Employee elects to participate in such coverage. The Employee who so elects shall pay one half (1/2) of the premium for the District health insurance plan for the benefit elected. Employees who opt out of health insurance coverage may be eligible for a cash payment as outlined in the CIS rules and deposited into their VEBA account.

15.2 Employee Assistance.

The employees may participate in such Employee Assistance plan(s) as the Employer may enroll in periodically.

15.3 Changes.

A change in the requirements of the insurers shall not constitute a unilateral change in benefits. In the event the Employer's changes benefit provider, the Association may bargain concerning the impacts, if any.

15.4 Flexible Spending Account.

The Employer shall make available an IRC Section 125 plan selected by the Employer to receive voluntary contributions in accordance with the Internal Revenue Code and the Plan.

ARTICLE 16 – SENIORITY

16.1 Definition.

Seniority is defined as the length of service by an employee within the bargaining unit following the most recent date of hire or rehire for that employee. If more than one (1) employee is hired on the same date, the employee

who begins training first shall be senior. If two employees are hired on the same date and begin training the same date, the one who received an official job offer first shall be senior.

"Continuous service," as defined in this Article is service unbroken by separation from employment with the Employer, other than breaks occasioned by military active duty for training, earned leave, sick leave, or authorized leave of up to sixty (60) days, family leave or parental leave up to twelve (12) weeks. Time spent on other types of authorized unpaid leave will not count as time of continuous service, except that, employees returning from such leave, or employees who were laid-off, shall be entitled to credit for service prior to the unpaid leave or layoff.

If an employee resigns after a minimum of five (5) years of continuous full-time employment, and is rehired within two (2) years of their separation date, the employee will be credited for their prior service minus their time separated from the District for purposes of calculations related to seniority and length of service, after their probationary period is complete.

If an employee resigns from a position within the bargaining unit but maintains employment with the District that employee shall not lose any seniority if they return to a bargaining unit position. The employee will be considered as to have maintained continuous service.

16.2 Seniority List.

Employer will periodically update the District seniority list and provide the Association a copy whenever it changes.

16.3 Loss/Restoration of Prior Seniority.

An employee shall lose all seniority in the event of a voluntary quit or discharge for just cause, except as otherwise provided for in Article 16.1 related to continuous service.

16.4 Leaves and Calculation of Seniority.

After hire, time spent on military leave of absence, authorized leaves with pay, family medical leave, parental leave, and time loss due to work-related disability shall be included in the length of service. Leaves without pay in excess of sixty (60) calendar days shall not apply to calculate seniority.

16.5 Vacancies and Promotions.

Announcements of vacancies and new positions shall be posted by the employer to the association members as soon as possible after a decision is made to fill the position, and not less than two (2) weeks prior to the closing date.

ARTICLE 17 – LAYOFF AND RECALL

17.1 Layoff.

In the event of layoff for any reason, employees shall be laid off by classification in inverse order of seniority. No new employee shall be hired until all employees on layoff status have had an opportunity to return to work. In the event an employee is laid off, the employee shall retain recall rights for a period of twenty-four (24) months. If an employee is recalled within twenty-four (24) months, all seniority shall be reinstated including the period on layoff status.

17.2 Bumping.

A laid-off employee may displace the employee with least seniority in a lower classification based on seniority.

17.3 Recall.

Employees shall be called back from lay-off according to seniority in the classification. It shall be the responsibility of the employee to provide the employer with the employee's current mailing address and respond to a recall notice sent to that address within five (5) days of the receipt, or ten (10) days from the date of mailing. Upon recall, the employee shall return to work as soon as possible, and in any event, if the employee fails to return to work within fourteen (14) days of receipt of a recall notice, the employee's employment shall be deemed terminated and the employee shall have no further rights to employment.

17.4 Notice.

In case of lay-off, employer agrees to give employees at least sixty (60) days' written notice.

ARTICLE 18 – RETIREMENT

The employer shall enroll employees in the Public Employee's Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) when and as required by the PERS retirement plans and laws. For each employee enrolled in PERS plan(s), the employee shall pay the employee's contribution to the retirement plan by payroll deduction, utilizing pretax dollars. The employer agrees to supplement retirement benefits by providing the sick leave credits as provided by the PERS for members of the bargaining unit.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

19.1 Just Cause.

No employee who has completed the initial trial service period shall be disciplined or discharged without just cause, or without benefit of due process procedures established by the employer as required by State and Federal law. The parties recognize the tenets of progressive discipline, and acknowledge that they may not always apply based upon the severity of or repetitive nature of the misconduct involved. The District may suspend an employee with pay, administratively and not as discipline when warranted by operational need.

19.2 Discipline.

Disciplinary actions include written reprimand, suspension without pay, demotion, and discharge, or in lieu thereof with the consent of the employee and the Association, loss of earned leave. Coaching, counseling, verbal and written reprimands are not grievable under this contract.

19.3 Pay Reduction in Lieu of Suspension Without Pay.

In lieu of imposing a specified suspension without pay, the employer with the employee's and Association's consent, may permit an employee to remain on the job and may reduce the employee's hourly rate of pay for a period of up to sixty (60) business days. The reduction in hourly pay shall be an amount necessary so that the total loss of pay suffered by the employee equals the loss which would have resulted had the suspension been imposed. The employer must declare the duration of the suspension relied upon to set the hourly pay reduction. This

declaration shall be deemed the basis for challenging the discipline. The overtime rate shall not be affected by the reduction in the employee's hourly rate of pay.

19.4 Imposition of Suspension Without Pay, Demotion and Discharge.

The employer shall not administer a written reprimand, suspend without pay, demote or dismiss any regular employee covered by this Agreement without just cause. A supervisor intending to take disciplinary action involving loss of pay or dismissal will, prior to taking such action:

- A. Notify the employee and the Association President in writing of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules and regulations which appear to have been violated, and provide a copy of the investigation and all documentation upon which the intent to discipline is based, provided that the employer need not provide duplicate documentation;
- B. State the maximum range of discipline that is being considered; and
- C. Provide the affected employee and the Association an informal opportunity to respond to the charges verbally or in writing, normally within five (5) business days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the Executive Director or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline. The employee shall be entitled to Association representation at all meetings attended by the employee when discipline is being considered. The Executive Director or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate. A copy of the decision shall be provided to the employee and the Association. Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Grievance and Grievance Procedure Defined.

Upon timely filing of a written grievance in accordance with this Agreement, the Association shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure, or reject the grievance and shall not advance it. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or any alleged violation of this Agreement. The following procedure shall be followed to resolve the dispute:

Step 1. Executive Director: The Association must submit a grievance of dispute in writing to the Executive Director within ten (10) business days (8:00 a.m. to 4:30 p.m.) of the date upon which the violation is alleged to have occurred, or following the day the employee or the Association first became aware or reasonably could have been expected to be aware of the violation. The grievance shall set forth a clear statement of the facts giving rise to the grievance, the provisions of the Agreement alleged to have been violated, and the remedy sought. The Executive

Director shall respond in writing to the employee within ten (10) business days of receipt and notification of the grievance.

Step 2. Mediation: If by mutual agreement between the Association and the Employer, prior to Step 3, the grievance may be submitted to mediation utilizing the State Mediation Service. Recommendations of the mediator shall not be binding on the parties unless mutually agreed.

Step 3. Board of Directors: If the grievance remains unresolved beyond the time the Executive Director's response is due, it may be submitted by the Association to the Board of Directors. Submission to the Board of Directors may occur within ten (10) business days of the date upon which the Executive Director's response is due. The Board of Directors or a subcommittee shall investigate the grievance and issue its findings and decision within fifteen (15) business days of receipt provided, however, that if the Board of Directors or the subcommittee elects to hold an informal hearing for the purpose of interviewing witnesses or receiving evidence from the grievant and the Association, it may do so prior to the issuance of its decision, and in such event the Board of Directors may notify the parties that up to ten (10) additional business days is required in which to conduct the hearing and issue its written response to the aggrieved employee.

Step 4. Arbitration: The Association may notify the Executive Director in writing of its intent to arbitrate the dispute within ten (10) business days after the reply of the Board of Directors is received by the Association. Request for binding arbitration shall be submitted in writing. The Executive Director or the Association may singularly or jointly request the Employment Relations Board for a list of thirteen (13) arbitrators who are on the FMCS list. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator, or by alternatively striking names from the list with the Employer striking the first name, the Association striking the second, and so forth until one (1) name remains. The last remaining name on the list shall serve as the arbitrator. The arbitrator's decision shall be final and binding and shall be within the scope and terms of the Agreement and shall not alter, modify, add to or subtract from the terms of this Agreement. The arbitrator shall be asked to submit the written award within thirty (30) calendar days from the date on which the hearing is completed.

20.2 Timeliness and Waiver.

Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. If the Employer fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance shall automatically advance to the next step. Failure by the employee or the Association to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance. The grievance may be withdrawn at any time up on receipt of a signed statement from the Association. Any aspect of the grievance process may be modified by mutual agreement of the parties. Any agreement or modification of time limits specified in this Agreement must be agreed to in writing and shall become a part of the grievance record.

20.3 Arbitration Expenses.

Each party shall be responsible for paying the cost of presenting its case in arbitration, including the payment of witness fees, if any. The cost of a court reporter, if any, shall be shared equally if both parties request the record. If only one (1) party desires a record, the cost shall be borne by the party requesting it, unless the other party

requests a copy (which is deemed to include the employee involved) of the record at any time. Such costs shall include the cost of furnishing a copy to the arbitrator.

20.4 Business Day.

Business day means Monday through Friday, excluding holidays.

ARTICLE 21 – PERSONNEL RECORD

21.1 Personnel Record.

Personnel records of the Employer shall be referred to as the employee's personnel record. The records shall constitute the official personnel records of the Employer and shall serve as the repository for the original documents and copies of official reports, memoranda, correspondence, personnel actions and other documents regarded by the Employer as relevant to the employee's performance of employment.

21.2 Inspection of Records.

An employee or person who presents a release and waiver of confidentiality in a form acceptable to the Employer, signed by the employee, may inspect the contents of the employee's personnel record. If the personnel record contains confidential reports from previous Employers, or psychological screening evaluations, or entrance or promotional tests or selection notes, such records need not be disclosed.

21.3 Adverse Entries.

No information reflecting adversely upon an employee shall be placed in the employee's personnel record unless a copy is delivered to the employee and the employee initials the file document. The employee may be required by the Employer to initial the material to be placed in the employee's personnel record.

The employee's initials shall be construed only to confirm receipt and shall not be interpreted to indicate agreement or disagreement with the content.

If an employee is not available within five (5) business days or if the employee refuses to initial the material, the Employer may place the material in the personnel record providing a copy of the document is mailed to the employee at the employee's address of record. That fact, together with the circumstances relating to the employee's failure to initial will be noted on the document and initialed by the person placing the document in the personnel record.

All adverse entries related to discipline will be reviewed by management at the written request of an employee or the Association. If there are no additional disciplinary occurrences, non-economic discipline shall be removed after three (3) years from the last disciplinary occurrence and economic discipline shall be removed after six (6) years from the last disciplinary occurrence. Provided however, that the District may retain any records required by law, removed from an individual personnel file in a separate system of records which shall not be considered in evaluation of performance or in the process of making any personnel decision.

21.4 Rebuttal Material.

If an employee believes a document in the employee's personnel record is incorrect or derogatory, and the Employer does not agree to satisfactorily correct with the record, the employee may deliver writing addressed to the employee's own personnel records which explains the employee's point of view with respect to the facts in

question. The writing shall be included as part of the personnel record, provided the writing is relevant to the challenged documents. In order to be placed in the personnel record, any such writing shall be relevant to and restricted to facts stated in the document at issue.

ARTICLE 22 – ASSOCIATION REPRESENTATIVES

22.1 Appointed Representatives.

The Association shall certify and select to the Employer not more than two (2) employee(s) to serve as Association Representative(s). The Association shall certify the Representative(s) to the Employer in writing. The Representatives(s) shall have the authority to engage and to investigate grievances and, on behalf of the Association, resolve grievances. Activities of Association Representative(s) shall not interfere with the Association Representatives' work or the efficient operation of the Communications Center. Appointment of Association Representative(s) shall not impair the Employer's ability to contact officers of the Association with respect to any grievance and other matters of mutual concern, to the exclusion of the Representative(s).

22.2 Negotiation Representation.

The District shall allow one (1) Association representative to participate in negotiations without loss of pay. It is understood by the parties that an on-duty Association representative participating in negotiations may be called to duty in the event of an emergency. The Association shall arrange any necessary shift coverage and/or the District shall mandate coverage as needed.

ARTICLE 23 – BULLETIN BOARD

The Employer agrees to authorize the installation of a suitable bulletin board for use by the Association to communicate with employees, to be installed at a location designated by the Employer at the Association's expense. The bulletin board shall be installed in a location which is accessible to employees of the bargaining unit.

ARTICLE 24 – SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by final order of any court competent jurisdiction, or administrative agency having jurisdiction over the subject matter, or by legislation in the State of Oregon or the Federal Government, such decision or legislation shall apply only if the specific Article, Section, portion thereof is directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate and substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruptions for the term.

ARTICLE 25 – TERM OF AGREEMENT

25.1 Term.

This Agreement shall be effective and retroactive to July 1, 2023, and shall remain in full force and effect through June 30, 2026.

25.2 Renewal & Future Negotiations.


This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other between November 15 and December 31, 2025 that they wish to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than January 15, 2026. The *status quo* under Agreement shall remain in full force and effect during the period of negotiations.


25.3 Modification by Agreement.


This Agreement shall not be modified in whole or part by the parties except by instrument, in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 22nd day of September, 2023.

FOR THE ASSOCIATION:


Dahnrae Duran, President



Frank Wilson, Vice President

 9/13/23
Approved as to Form by:
Elizabeth Lemoine, Atty for Association

FOR THE EMPLOYER:


Rob Anderson, Board President


Mike Fletcher, Executive Director


Approved as to Form by:
Heather Van Meter, Atty. for District

APPENDIX A
WAGE SCALES

| Wage Scales | | | | | | |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| COMMUNICATIONS STAFF | | | | | | |
| 7/1/23 – 6/30/24 (↑7.0%) | | | | | | |
| STEPS (Hourly) | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
| Com. Spec. Trainee 1 | 23.81 | | | | | |
| Com. Spec. Trainee 2 (↑5.0%) | 25.00 | | | | | |
| Communications Specialist | 26.24 | 27.55 | 28.93 | 30.38 | 31.90 | 33.97 |
| Lead Dispatcher | 28.93 | 30.38 | 31.90 | 33.49 | 35.16 | 37.45 |
| Half-time Com. Spec | 26.24 | 27.55 | 28.93 | 30.38 | 31.90 | 33.97 |
| Part-time Com. Spec. | 28.65 | 30.10 | 31.61 | 33.18 | 34.84 | 37.11 |
| PART TIME: Hourly rate + “pay in lieu of benefits” PAY IN LIEU OF BENEFITS: Hourly rate x 16 x 12 divided by 2080 CTO: 3.00% CTO while assigned a Trainee: 8.00% | | | | | | |
| 5.0% between Trainee step 1 and 2, and between Communications Specialist and Lead Dispatchers steps 1-5, 6.5% between step 5-6 (1.5% longevity for 5 years service) Trainee Step 1 wages will be effective upon hiring an untrained Communications Specialist, with a step increase to Trainee Step 2 when proficiency has been demonstrated in call taking Communications Specialist Step 1 will be authorized upon a Trainee obtaining solo status Sick leave roll-in to PERS is capped at 1040 hours credit 3.0% for DPSST Intermediate plus 3% for DPSST Advanced certification Longevity incentive of 2.5% of base wage at completion of years service: 10 years 2.5%, 15 years 5.0%, 20 years 7.5%; and 25, 30, 35 years continuous employment will receive a paid one month sabbatical HRA/VEBA contribution of 2.5% of top step Communications Specialist wage scale plus \$20/month Deferred Compensation employer-paid match of up to 2 % of monthly base salary plus incentives | | | | | | |

- i. Effective July 1, 2024, employees shall receive a cost of living increase equal to the percentage increase in the June 2024 U.S. Consumer Price Index, CPI-W: Urban Wage Earners and Clerical Workers Annual Average, as reported by the U.S. Department of Labor (minimum of 3% and maximum of 6%).
- ii. Effective July 1, 2025, employees shall receive a cost of living increase equal to the percentage increase in the June 2025 U.S. Consumer Price Index, CPI-W: Urban Wage Earners and Clerical Workers Annual Average, as reported by the U.S. Department of Labor (minimum of 2.5% and maximum of 6%).

APPENDIX B

WAGE PLAN ADDENDUM

1. Hourly Rate of Pay and Hourly Payment.

The hourly rate of pay is computed by dividing the monthly rate by 173.334 (work hours per month). Employees will be paid on an hourly basis, one hour worked = one hour of pay.

2. DPSST Certification Premium.

Employees who hold certification at the intermediate level will receive a premium of three percent (3%) of the employee's current monthly base wage. Employees who hold certification at the advanced level will receive an additional three percent (3%) or a total of six percent (6%) of the employee's current monthly base wage.

3. Longevity Recognition Premium.

Employees in good standing will receive a premium for continuous employment. The premium will be in addition to the employee's current monthly base wage and paid based on hire date anniversaries reflected below:

Ten Years 2.5%

Fifteen Years 5%

Twenty Years 7.5%

Employees who have completed twenty-five (25), thirty (30), and thirty-five (35) years of continuous employment and are in good standing may take a paid sabbatical. The sabbatical is four (4) forty (40) hour work weeks (sixteen (16) consecutive shifts). The employee must schedule their leave with a minimum of six (6) months' notice.

4. Wage Increases.

Wage increases will take effect during the term of this Agreement only as provided for under Article 25.2 related to "Reopener Renewal" or as provided for in this Wage Plan Addendum and the Appendix A Wage Scale.

5. Deferred Compensation.

The Employer shall make available an IRS approved deferred compensation plan selected by the Employer to receive contributions for the benefit of employees who elect to participate. The Employer shall provide a two percent (2%) employer paid match to employee deposits made for the District deferred comp plan. This two percent (2%) contribution shall be up to 2% of employee base salary + earned incentives.

6. Incentives.

- (a) 3% premium for all certified Communications Training Officers (CTO) and additional 5% premium for hours while training Trainees or Dispatch staff. The District will allow six (6) Communication Specialist to be certified as CTO's and who qualify to receive the training premium.
- (b) Lead Dispatchers will complete the CTO program to become certified and will receive a one (1) time increase of one and one-half percent (1.5%) to their base wages. Lead Dispatchers will not receive the additional coaching premiums as listed above (3% & 5%).
- (c) HRA/VEBA contribution of 2.5% of top step CS wage scale + \$20/month.
- (d) Deferred Compensation Employer-paid match of up to 2% of monthly base salary plus incentives, as set forth in Appendix B, section 5.

- (e) Trainee step 1 wages will be effective upon hiring an untrained Communications Specialist or Call Taker, with a step increase to Trainee step 2 when moved to position qualified status.
Communications Specialist step 1 or Call Taker step 1 will be authorized upon a Trainee obtaining solo status within their designated position.
- (f) Leads will receive a five percent (5%) compensation for their regular work hours while on-call.
- (g) Health incentive: Employees who maintain their current sick leave balance plus at least seventy-five (75) percent of their annual sick leave accrual will be awarded five (5) hours of earned leave each six (6) months. These incentive hours shall be added to the employee's earned leave balance.