



# MARION AREA MULTI AGENCY EMERGENCY TELECOMMUNICATIONS

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Collective Bargaining Agreement

**Between Marion Area Multi Agency Emergency Telecommunications  
(METCOM)**

**and**

**North Marion County Dispatch Association (NMCDA)**

**JULY 1, 2022 – JUNE 30, 2025**

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## **PREAMBLE**

This Agreement is agreed to between the Marion Area Multi Agency Emergency Telecommunications (METCOM), 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. In the event that two employees in the same job classification desire to “job share”; said “job share” requests will be considered by the Agency provided at least 90% of budgeted bargaining unit FTE positions are filled and fully trained. Only two (2) employees in the same classification will share one full-time position. Employees interested in “job share” must provide a written request to the Director within ninety (90) days of their intent. The Agency agrees to re-open the provisions of this Agreement for the sole purpose of negotiating the application of this Agreement to “job share” employees.

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, and shall have no access to the grievance procedure in Article 28. 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.
3. Job Share employees must volunteer for the job-share as a “team” of two employees. The team must propose a work-hour split that equals 100% of a full-time work schedule. Each job-share team member must have at least three (3) years (36) months classification seniority to be eligible to participate in a job-share.

## **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. 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 may carry on occasional business activities of the Association (consistent with ORS 243.798), provided it does not involve meetings on the dispatch floor and do not, in the determination of the Agency, interfere with operations of the Agency. 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.

Association officers may use the Agency’s equipment (facsimiles, e-mails, telephones, etc.) for Association business, provided: such use does not interfere with the Agency’s business., the Association reimburses the Agency for any actual costs incurred consistent with a schedule of the charges.

The Association agrees to pay one hundred dollars annually to the Agency for related usage. The Agency agrees to provide the Association with a schedule of charges exceeding one hundred dollars. The Association agrees to pay the charges as identified by July 30<sup>th</sup> of each year, for the preceding fiscal year.

#### **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 prior to implementation and provide a copy of the most recent Policy Manual, either electronic or written, upon request. In the event the change imposes a duty to bargain under PECBA, the Agency will comply with its obligations. Association demands to bargain may be provided electronically. In the event changes in policy do not impose a duty to bargain, the Agency will only be obligated to provide notice of the final policy changes.

#### **5. SURVILLANCE 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 and a second camera located in the southeast corner of the Dispatch Center. These cameras 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. Routine access to the camera recordings will be limited to the IT Manager, the Chief of Police of the Woodburn Police Department, the Director of the Agency 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.
- e. The Agency does not intend to regularly monitor camera or electronic door recordings; however the Agency reserves the right to access, review and preserve recordings when investigating verbal or written complaints or other good faith concerns regarding the operation of the Dispatch Center that existed before the recordings were reviewed. The Agency shall notify the Association President via email before accessing and reviewing recordings for the purpose of investigating a complaint or concern. The notice shall include the general nature of the complaint or concern. 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.

f. Camera recordings will be maintained for at least seven (7) days, unless required otherwise by public records retention laws, and either recorded over or deleted on a continual basis at the conclusion of the retention period.

g. 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 notice requirements under Article 26.4. In the event the Agency fails to provide a copy to the Association, the recording and all evidence flowing from it will be excluded upon objection of the Association from any grievance or arbitration proceeding.

h. 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, conduct revealed on a camera and/or electronic door recording that is used as a basis for disciplining or discharging an employee will, whenever possible, be accompanied by other corroborative evidence (i.e. call records, witness statements, etc.).

## **6. DRIVER’S LICENSES**

Employees are required to maintain a valid driver’s license in accordance with agency policy and applicable state law.

## **7. REPORTING OF CRIMINAL CHARGES**

Employees are also required to report all criminal charges as soon as reasonably possible, including arrests, indictments, restraining orders and convictions against them to their Dispatch Supervisor.



### **ARTICLE 3 - ASSOCIATION SECURITY & DUES**

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

- 1.** The Association membership dues and assessments of those Association members who individually request such deductions in writing on a Dues Authorization Form for all members hired after June 26, 2018.
  
- 2.** The amounts to be deducted shall be certified to the Agency by the Treasurer of the Association, the aggregate deductions of all Association members shall be remitted, to the Treasurer of the Association by the 10<sup>th</sup> day of the succeeding month after deductions are made. The Association dues check shall be deposited or cashed within thirty (30) days of receipt. Notification of new hires shall take place within thirty (30) days of hire. Within the thirty (30) day period, the Association will have an opportunity to meet with the newly hired employee. The meeting shall take place on duty with pay but shall not last longer than one (1) hour.
  
- 3.** 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.

All gender references in this Agreement are intended to be gender neutral.

## **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, involving the Agency or the Agency's facilities. 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 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 reasonable time off without loss of pay for that purpose of representing employees in disciplinary interviews, attending grievance procedure meetings, and engaging in other union activities as defined in ORS 243.798, when such meetings occur during the employee's scheduled work hours and consistent with Article 2.

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. To the extent practical, negotiation sessions shall be scheduled during the employees' regular duty hours, not to incur agency overtime.

### **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.

## **ARTICLE 8 - CONTRACT DISTRIBUTION**

This Agreement and/or memoranda of understanding will be made available to all employees of the Agency in electronic and/or written form. The Association agrees not to print any copies of this Agreement and/or memoranda using Agency resources without express permission from management.

## 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 and METCOM.

### 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 (subject to 9.4.b.iii);
- b. Discharge of a regular employee for just cause or a probationary employee “at will;”
- c. Layoff or continuous absence from work for more than twelve (12) months duration; except as otherwise provided by subsection 2.f of this Article or required by law;
- 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 their injury/illness or otherwise loses their 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 inverse order of seniority, as defined in Section 1 above.

b. *Recall*

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

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

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

c. *Shift Scheduling*

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

d. *Paid Time-Off Preferences*

Employees are entitled to use their seniority to bid for paid time off in accordance with Article 18.

### **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:

- i. Employees who are transferred to casual part-time employees not covered by this Agreement who are continuously employed, and who are returned to the bargaining unit will have the seniority they had at the time of transfer from the bargaining unit reinstated and the Agency will provide the employee with an adjusted seniority date which takes into account the employee's reinstated seniority. (Example: Employee is hired into the bargaining unit on January 1, 2010. On January 1, 2020, employee transfers to casual part-time. At the time of transfer, the employee has ten years seniority. On July 1, 2021, employee returns to the bargaining unit. The employee will have their ten years seniority reinstated and will be provided an "adjusted" seniority date of July 1, 2011.)
- ii. Supervisors who are promoted and are returned to the bargaining unit will have the seniority they had at the time of promotion reinstated. Similarly, the Agency will provide the employee with an adjusted seniority date which takes into account the employee's reinstated seniority.
- iii. Employees who voluntarily leave the bargaining unit and full time employment with the Agency, and who subsequently return to a previously occupied position in the bargaining unit within six (6) months of their separation, will retain their original seniority date(s) of hire in the classifications in which they served while previously employed at the Agency. If the employee returns after six (6) months, their seniority will be defined as beginning on their most recent date of hire.

## **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. Employees who have a break in seniority, will be paid out any unused and accrued compensatory time and PTO benefits at the time their seniority is broken and employment is severed, consistent with applicable law.

## **ARTICLE 10 – OUTSIDE EMPLOYMENT**

Employees wishing to engage in off-duty employment including volunteer employment with another employer/agency or make material changes in the nature or hours of outside employment currently approved by the Agency must obtain approval from the Director 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 may 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. Authorization for an employee to engage in outside employment may be granted provided the Agency determines that all of the following conditions are met:

1. The employment must not conflict with the employee's work for the Agency.
2. The employment must not damage the reputation of the Agency.
3. The employment must not detract from the efficiency of the employee's duties for the Agency.
4. The employment may not take preference over extra duty required by the Agency or 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.
5. No employee shall perform any service or employment during Agency working hours for which the employee receives additional outside compensation.

If approved the employee shall schedule the outside employment in such a manner so as to have at least eight (8) hours off for rest during each regularly scheduled workday.

The Agency may withdraw authorization for the outside employment if the Agency determines the employee or the employment of the employee violates any of the conditions stated above.

## **ARTICLE 11 - WORK OUT OF CLASSIFICATION**

When in the Agency's sole discretion an employee is temporarily appointed to a supervisory classification, the employee shall receive out of class pay computed as ten percent (10%) 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. Likewise, when in the Agency's sole discretion, a Dispatcher is temporarily, or on an ongoing basis, given a special assignment that involves a significant contribution to operations, they shall receive a one percent (1%) premium on base wage rate during the period of the assignment.

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, troubleshooting equipment problems, approval of overtime, coaching, training, etc.) as assigned. Employees designated to act in the capacity of Lead Dispatchers shall receive a six percent (6%) pay increase for all time worked in such assignments.

Lead Dispatchers, while engaging in Communications Training Officer (CTO) activities, shall receive an additional 4% training pay (6% Lead plus an additional 4% CTO pay for a total of 10%). When Lead Dispatchers are not actively training a new employee they will revert back to the 6% Lead Dispatch pay. In order for a Lead Dispatcher to qualify for the additional CTO pay, they must have a trainee assigned to them. For clarification, the Lead Dispatcher will not receive the additional 4% CTO pay if they are answering questions or assisting another dispatcher or trainer/trainee.

It is expected that when a Lead Dispatcher is assigned a trainee, their work focus shall be on the trainee and training activities but will still be required to handle basic Lead Duties such as processing an employee who calls in sick, urgent scheduling or emergencies that arise within the center. Other Lead Duties shall be tabled or re-assigned while the Lead Dispatcher is assigned a trainee.

It is understood and agreed that in the event either Lead Dispatcher is absent for any reason, the Agency shall have no obligation to appoint a replacement.

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/WORKWEEK**

A workday is defined as a twenty-four (24)-hour period commencing with the start of the employee's scheduled shift day. A regular work schedule 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 workweek schedule (4-10 plan) or twelve (12) hours per day based on a three (3) or four (4) day workweek as set forth in Article 12, Sub-Section 3 - Workweek.

Employees shall receive at least eight (8) hours of time off between regular assigned shifts or shift extensions before being required to return back to work. Unless in emergency situations, no employee will be required to work more than sixteen (16) consecutive hours. For purposes of this section, an emergency includes natural disasters (e.g., fires, floods, and earthquakes), civil disobedience, a utility failure, or other acts of God, which would affect the Agency's ability to recall employees to work.

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. Unless otherwise expressly provided, nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week, or of days of work per week. Full-time employees shall be scheduled to work forty (40) hours of work each workweek, except during shift changes.

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 fifteen (15) 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. Employees may be on break outside and in the immediate vicinity of the building, if they remains in contact with the Center by two-way communication. Normally, breaks and meal periods cannot be taken at the beginning or end of an employee's shift. Meal periods must be taken between the first and the eleventh hour worked, subject to emergency operational needs or approval from a supervisor or designee. 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.

Employees are not permitted to combine meal and/or break periods and are required to limit their meals and breaks to the time periods designated above, except as required by operational needs or if they have obtained prior supervisory approval. The provisions of this section regarding appropriate meal periods and rest periods are intended to modify state law concerning meal periods and rest periods as allowed under OAR 839-020-0050.

### **3. WORKWEEK**

A regular workweek shall consist of forty (40) hours of work during a seven (7) day calendar period commencing midnight (00:00:01) Sunday and ending midnight (23:59:59) of the following Saturday.

For the purpose of attending the required Basic Telecommunicator Academy at DPSST, the workweek will be observed as a “Daily Flexible Schedule” to total a forty (40) hour workweek. The specific hours to be worked daily shall be defined by the curriculum set forth by DPSST and is not subject to overtime, except for hours worked over forty (40) in a workweek.

If an employee’s workweek for overtime purposes is changed pursuant to this Article, overtime for the overlapping workweeks shall be calculated as outlined in the FLSA regulations.

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 (3) or four (4) day workweek. It is further understood and agreed that employees working these shift rotations shall be scheduled to work three (3) consecutive twelve (12) hour days followed by an eight (8) hour day followed by three (3) consecutive days off, followed by three (3) consecutive twelve (12) hour workdays followed by four (4) 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.

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.

There will be at least three (3) and up to four (4) shifts designated as relief shifts. In addition, during this period any employee who is designated to a relief shift 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.

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.

In the event staffing falls below sixteen (16), the Agency reserves the right to add two (2) additional relief (not red box) shifts.

#### **4. TWELVE HOUR TURN-AROUND PREMIUM PAY**

For the health, welfare, and safety of employees, the Agency and Association agree that turnaround time for all employees in all circumstances whenever possible will be no less than twelve (12) hours. The Association understands there are circumstances where twelve (12) hours is not operationally possible.

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 a twelve (12) hour turn-around. When attending scheduled trainings the Association agrees to a ten (10) hour turnaround if necessary.

#### **5. SHIFT CHANGES**

Employees who are not working a designated relief shift may be adjusted only when no other employees, including part-time employees and supervisors, are available on a non-overtime basis. Supervisory availability will be determined at the sole discretion of the supervisor.

Employees will generally be given seven (7) days advance notice of shift changes. All shift change notifications shall be delivered electronically. If the shift change notification occurs on the employee's day off, the Agency shall contact the employee, and communicate with them to confirm the change.

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 their regular rate plus a half (1/2) time premium rate. This premium rate shall not compound with overtime paid for the same hours worked.

Shift changes for employees who are not working a designated relief shift that occur without seven (7) calendar day's prior notification shall be paid at an additional half (1/2) time premium rate. However, if a shift change without seven (7) days prior notification is the result of an unexpected absence occurring within the seven (7) days, the seven (7) days prior notification is not required.

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.

**6. RELIEF SHIFT**

Employees working relief shifts may have the start and stop time of their shifts adjusted without penalty so long as the adjustment is no more than eight (8) hours from their previous shift.

## ARTICLE 13 - 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 (2) employees intend to substitute for one another. Trades must be approved by a Dispatch Supervisor or designee and are subject to the following:

1. 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.
2. 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 turn-arounds.
3. 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 electronically.
4. Approved priority vacations for entire shifts, as opposed to partial shifts, are not subject to shift trades. Priority vacation for part of a shift shall not be used as a reason to deny a shift trade.
5. An employee who is unable to make it to work on time may arrange a short-term shift trade, so long as the trade is no more than ½ hour and the Dispatch Supervisor is immediately notified and approves the trade at the time the trade is arranged. However, the Agency reserves its right to discipline employees for tardiness or failure to notify.
6. Communication Training Officer (CTO) pay and holiday premiums shall be paid to the employee actually performing the duties or working the holiday. The Association agrees to indemnify the Agency from any liability, including back wages, liquidated damages, attorney's fees and costs in the event that such payment is determined to be unlawful in an administrative or civil decision.
7. Failure to work any part of a trade twice in six (6) months shall result in termination of all trade privileges for the subsequent six (6) months, unless the employee is unable to report to work for one of the following reasons: death of an immediate family member as defined in Article 20, Section 4; a motor vehicle accident, the result of which requires the completion of a motor vehicle crash report; or medical treatment of the employee in an emergency room. The Agency reserves the right to require verification from employees, as necessary to enforce this Section.
8. If the employee who agreed to work the traded shift calls in sick and is unable to work, the sick leave balance (or applicable leave balance if the employee sick leave balance is depleted) of that employee (and not the regularly scheduled employee) shall be charged.



**9.** In the event of an approved shift trade, the employee who is actually working the shift (not the regularly scheduled employee) becomes subject to shift extension and is required to report to work early (i.e.: training, shift coverage). In this instance, the following shall apply:

a. If less than twelve (12) hour turnaround is involved, the premium pay shall be paid to the employee who is actually working the shift (not the regularly scheduled employee) in accordance with Article 12, Section 4. The regularly scheduled employee will not be paid the premium for less than twelve (12) hour turnaround resulting from a traded shift unless the regularly scheduled employee is required to report to work and worked a shift that qualified for less than twelve (12) hour turnaround in accordance with Article 12, Section 4.

b. If Call-out pay is involved, the employee working the traded shift would not qualify for Call-out pay as that employee is on duty working a trade shift and is subject to shift extension. If the regularly scheduled employee is required to report to work during their trades time off (i.e.: training, staff meeting), that employee will be paid at the applicable rate in accordance with Article 16, Section 2.

**10.** Employees who are on OFLA leave are prohibited from working their portion of a shift trade during such leaves.

In accordance with FLSA regulations, trades shall not affect any aspect of payroll of the employees participating in the trade, with the exception of Section 8, above.

When a shift trade occurs, each employee will for pay purposes be treated as though they worked their scheduled shift and assignment. However, in the event of a shift extension, the employee working the extra time will receive the pay for such time at their established overtime rate.

The Agency and Association expressly waive the application of ORS 653.268 for the purpose of shift trades.

## ARTICLE 14 - SHIFT SCHEDULING & SHIFT ROTATIONS

### 1. SHIFT SCHEDULING – GENERAL PROVISIONS

The regular shift rotation shall occur approximately every three (3) months and shall be scheduled so as to coincide with the eighth (8<sup>th</sup>) day of the start of each quarter except for the third (3<sup>rd</sup>) quarter (January 8<sup>th</sup>, April 8<sup>th</sup>, July 1<sup>st</sup>, October 8<sup>th</sup>).

At the discretion of the Association E-Board any of the following bid processes or combinations thereof may be used, to include but not limited to: single bid day, proxy voting, electronic bidding, paper bidding.

If an employee fails to cooperate with the Association Officer by exercising a bid with their designated shift bid choice within the time allotted for each bid as communicated by the Association in the bid kick-off email, such employee forfeits the right to bid.

Probationary employees' first shift assignment after completing all training phases shall be designated to an applicable red box shift for a period of one (1) quarter.

Probationary employees generally will not be permitted to bid for shifts until the shift rotation following completion of probation, exceptions shall be granted where a short overlap into a new quarter exists.

For each shift bid year, METCOM shall utilize the schedule identified in Appendix B, attachment A as a frame schedule. The schedule will be modified with four (4) additional shifts, four (4) red box shifts and up to four (4) relief shifts. Not all relief shifts may be designated at the same time dependent upon operational needs each quarter. Not all four (4) additional shifts (modified shifts) may have the same start/stop time or they may be not defined as the core shifts identified in the "frame schedule" of Appendix B – Schedule. Redbox and anticipated RTO shifts shall be designated prior to the October shift bidding each year.

Redbox and anticipated RTO shifts shall be designated prior to the October shift bidding each year.

### 2. SHIFT BID

#### a. *Communications Dispatchers*

The shift scheduling process for Communications Dispatchers shall allow the employee to select the four (4) schedules that the employee is to work during the year, as follows:

On or about October 5<sup>th</sup> of each year, but no later than October 20<sup>th</sup>, the Agency shall provide a master schedule of the anticipated available shifts to the Association for each

quarter of the upcoming calendar year, (January 1 through December 31) which shall include days and hours to be worked for each position.

The bargaining unit shall be allotted fourteen (14) days in which to complete the shift bidding process. The Association will determine the amount of time each employee shall have to bid before the employee forfeits their bid.

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.

If an employee leaves the Agency or is taken out of rotation for any reason and the Agency decides to fill the open shift, each employee in the classification will have an opportunity to re-bid the open shift. If an employee re-bids to the open shift, they will not be guaranteed any previously approved vacation or time-off requests. The Agency commits to work with the employee to accommodate previously approved vacation or time-off requests where reasonably possible. The employee would also be responsible to resolve any previously approved shift trades.

### **3. ALTERNATE WORK SCHEDULING**

In the event the Agency implements an alternative regular work schedule for all employees, the Association will re-bid.

Re-bids are not subject to grievances with the Agency, however, can be challenged with the Association.

### **4. RED BOX SHIFT ASSIGNMENTS**

The Agency will utilize “red box shift” assignments in establishing employee work schedules.

The bidding schedule shall contain identified red box assignments for each quarter. As vacancies occur, the red box assignment allows the Agency to determine which shifts will be removed and in what order.

Employees designated as in “solo training status” will be assigned to an applicable red box shift generally for period of one (1) quarter, to work protected from minimum staffing levels below four (4) employees.

In the event that a vacancy or prolonged leave of absence occurs where bumping is necessary, the following guidelines and provisions will apply:

a. For the purposes of this section a prolonged leave of absence shall be considered any leave of absence by an employee over two (2) weeks, and not including absences due to scheduled PTO leaves.

b. The red box 1 shift assignment will be the first assignment to be removed from the schedule upon any vacancy or prolonged leave of absence. 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.

b. 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.

c. Red box shifts adjusted to cover prolonged leaves of absence shall be moved back to their regular shift so long as the period of time worked on the covered shift does not exceed seven (7) weeks or fifty percent (50%) of the shifts in that quarter, whichever is greater. Otherwise in cases where a red box shift is used to cover a prolonged leave of absence over seven (7) weeks or fifty percent (50%) of the shifts in that quarter, the employee shall have the option of deciding whether they want to remain on their replacement shift or move back to their original red box shift, thus placing the employee who has been on a prolonged leave of absence on a shift not selected by them for the duration of the working quarter.

## **ARTICLE 15 - TRAUMATIC EVENTS**

This Article recognizes that employees can be exposed to certain traumatic events in the performance of their duties that may cause significant critical incident stress. For the purposes of this Article, the critical incident is defined as anything that is so abnormal that it overwhelms the employee's normal coping skills and causes stress. Critical incidents include events where an employee of a user agency or an adjoining agency is critically injured or killed; serious incidents involving the death or critical injury of a family member of an Agency employee; and other forms of death or critical injury that occur while the employee is actively involved in contact with that person or persons.

When incidents involving the death or critical injury of an employee of a user agency or adjoining agency or a family member of an Agency employee occur, the employee will be relieved from their dispatch duties in as timely a manner as the Agency determines is operationally feasible. When incidents involving death or critical injury of another person occur while the employee is actively involved in contact with that person or persons, the employee will be relieved from their dispatch duties in as timely a manner as the Agency determines is operationally feasible, if they request to be relieved from duty. Employees who are relieved from duty may be placed on paid leave for up to 72 hours or assigned to non-dispatch duties. Employees who are placed on paid administrative leave will be required to seek EAP or professional psychological counseling, EAP or professional psychological counseling shall be in addition to critical incident debriefing.

In the event an employee who is placed on paid administrative leave does not undergo EAP or professional psychological counseling within a reasonable period of the incident, as determined by the Agency, their paid administrative leave time will be deducted from their accrued PTO. The Agency reserves the right to confirm that an employee underwent counseling, but will not require an employee to share information about discussions that occurred during counseling. When an employee returns from paid administrative leave, the Agency will provide staffing above the minimum level for the first day of the employees return to duty.

## ARTICLE 16 – 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 (“shift extended”); 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 substitute paid leaves if also working overtime during the same shift. Employees shall only be paid overtime once for any qualifying event.

For the purpose of this Article, when employees have the option of saying “no” to overtime, that overtime will be considered voluntary. When employees are directed by the Dispatch Supervisor or designee and do not have the option of declining overtime, that overtime will be considered mandatory. Employees mandated on the second day of three (3) consecutive days off will receive premium pay for hours worked on that day.

### 2. CALL-OUT

A call-out occurs when an employee is called to report to work that is not in conjunction with a regularly scheduled shift. Call-out minimum does not apply when a shift is extended 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 for annual recertification training or four (4) hours at the applicable overtime rate for other call-outs, except that call-out pay will not be paid for the following:

- a. Department meetings occurring on the employee’s regular scheduled workday or attached to the employee’s regular shift, when the employee has received not less than seven (7) days’ advance notice or has waived 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.
- c. Employees who receive telephone calls initiated from management which require the performance of work (excluding calls regarding time sheets, misplaced documents or

equipment, etc.) shall be paid a minimum of fifteen (15) minutes of time and one-half for each such telephone call. In the event the telephone call lasts longer than fifteen (15) minutes the employee should be paid for time and one-half for the duration of the call.

### **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 assigned to cover the work required as follows:

#### *a. Anticipated Overtime*

Prior to the issuance of each monthly schedule, anticipated overtime will be first filled through shift extensions by shift, relief shift adjustment, part-time employees or supervisors the Agency determines are available to work the overtime. Once that portion of the overtime has been scheduled, a listing of all remaining anticipated overtime shall be posted for voluntary sign up. Part-time employees shall be eligible for voluntary sign up. The overtime posting shall remain "open" for a period of up to ten (10) days, during which any employee may sign up for the vacant overtime slots. Those with higher seniority will be given preference.

Any remaining anticipated overtime hours will be mandated in inverse order of seniority by shift on a rotational basis, starting with the least senior employee on that shift being the first to be assigned mandatory overtime and continuing through the most senior employee on that shift, then repeating the process. (Days for days, mids for mids and graves for graves) Days are defined as 07:00 to 19:00; mids as 11:00 to 23:00 and 15:00 to 03:00 and graves as 19:00 to 07:00. If no mids are available 11:00 to 23:00 goes to days, 15:00 to 3:00 goes to nights. In the event of a shift change, employees will be added to the list for their new shift without regard to where they were placed on the rotational list for their former shift.

At the end of the posting period, the voluntary overtime selected by employees on the sign-up, as well as mandatory overtime, will be considered assigned hours and identified on the schedule. All employees will be held accountable for working those hours.

Anticipated overtime shifts that employees sign up for will be counted toward the quarterly mandatory overtime rotation.

b. *Unanticipated Overtime*

In the event overtime needs cannot be filled through shift extensions, the utilization of part-time employees, supervisors, as the Agency determines are available or voluntary signups, the Agency will utilize an electronic list containing the names of all employees being notified of the overtime in order to assure that employees receive the overtime on an equal basis. The overtime shall be filled in inverse order of seniority by shift, starting with the least senior employee on that shift being the first to be assigned mandatory overtime and continuing through the most senior employee on that shift, then repeating the process, as set forth for anticipated overtime. In the event the Agency cannot reach an employee for mandatory overtime (voice mail and texts will not be considered as reaching the employee unless responded to) or the employee is reached but cannot respond due to legitimate reasons (illness, consumption of alcohol, etc.), the Agency will proceed to contact other employees on that shift in order of inverse 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.

c. *Overtime Exception*

An exception to the procedure set forth under subsections a and b above, employees who are not trained in all disciplines, but are released for a single discipline solo shift and still in training, shall not be assigned more than forty-eight (48) hours of overtime per pay period.

d. *Protected Days Off*

During the course of the calendar year an employee may submit a request to designate up to eight (8) regularly scheduled days off as protected from mandatory overtime assignments. Employees must submit requests in writing and are limited to a total of eight (8) days per calendar year. Approval is subject to discretion of the Agency and may be denied based on actual, as well as anticipated staffing levels and other operational considerations. Once a day off is approved, utilizing "Time Off" request form and entered on the work schedule calendar, the employee shall not be subject to call for mandatory overtime on that day. Each calendar day shall be considered individually for the designation of a protected day. Between June 1-September 30 of every year, only one employee per day shall be approved for a protected day. In the event that more than one employee has requested a protected day off, the first employee to request the day off will be granted that day off. In the remaining months, up to two employee(s) per day may be approved for a protected day so long as the requesting employees' hours do not overlap with one another. Once an employee requests a regularly schedule day(s) be protected from mandatory overtime and that request(s) is approved, the protected day off is fixed. The employee may reschedule no more than two approved



protected days off, subject to the criteria for approval provided the employee has given at least 30 days' advance notice of the need to reschedule. Otherwise, an approved PDO cannot be changed by the employee.

The following refers specifically to protected days off slips submitted on the initial submission period described below, after the priority vacation processes have been completed and marked on the schedule.

Initial submission of protected days off slips for approval for up to eight (8) protected days off will begin on a designated date and time to be determined by the Association (NMCDCA) and the Agency. Association members are required to submit their protected days off requests prior to the date and time of the drawing.

The names of all persons choosing to submit for protected days off will be included in a random drawing of names to determine the order of the protected time off request approvals/denials. Names will be drawn by the Agency in the presence of an Association executive board member.

The same order of the names drawn will be used in the approval/denial process for non-priority PTO requests, referenced in Article 18.

Any subsequent requests submitted after the initial submission period will be approved/denied in accordance with Article 16, item #4, Protected Days Off.

In the event that an employee is required to work on their protected day off as a result of an emergency or otherwise, that employee will either be paid double time for all hours worked on the protected day off or will be paid time and one half on that protected day off and will be entitled to request a replacement day off during the same calendar day period. In addition, to the extent the employee has incurred non-reimbursable expenses, the Agency will reimburse the employee for verified expenses, provided the employee notifies the Agency of the nature and amount of the expenses before the cancellation of the protected day off has been made final to a maximum of two-hundred fifty dollars (\$250).

e. *Standby Time*

The Agency reserves the right to assign employees to standby time. The determination of when standby will be utilized is at the discretion of the Agency. Employees assigned to standby must remain available and accessible, so they can be on duty and at their workstations within one (1) hour of being called to duty. Employees are not permitted to consume alcohol during the period they are assigned to standby.

In December of each year, the Agency will post for voluntary sign-up, the standby schedule which identifies day(s) in the following calendar year on which the Agency expects to need employees on standby. The posting shall occur following the completion of priority vacation

bids, non-priority PTO and PDO drawings and no later than December 20 of each calendar year. Normally, standby slots will be posted in increments of one shift. The standby schedule posting shall remain "open" for a period of up to ten (10) days, during which time any employee may sign up for the standby slot(s). Employees who sign up for at least ten (10) standby slots will be given credit as if they were assigned standby time and will be rotated on the standby list accordingly. The standby schedule will be published no later than the end of the first full week of January. Employees who sign-up for the standby schedule and end up working standby shall be entitled to a payment of \$100.00 per shift, in addition to whatever overtime and other premiums entitled to per this Article.

The Agency may cancel a standby assignment upon written notice at any time prior to commencement of the assignment.

When an employee is required to be on standby (as an assignment or as a volunteer), the employee shall receive one (1) hour of pay at their regular base rate for each six (6) hours of standby time. Standby time is not considered "hours worked." However, when employees are called to duty during the period they are serving standby, their on-duty time will be considered "hours worked" and they will receive standby pay in addition to pay for their on-duty time.

When additional days of standby are needed beyond what is identified in the annual sign-up and the need is known sufficiently in advance, the Agency will post the additional days of needed standby time as soon as feasible. The standby posting shall remain "open" for a period of up to ten (10) days, during which time any employee may sign up for the standby slot(s). Standby will be assigned to employees in inverse order of seniority. Employees will be notified of such standby assignments in writing at least forty-eight (48) hours in advance of the assignment. The Agency may cancel a standby assignment upon written notice at any time prior to commencement of the assignment.

When the Agency determines there is a need to assign standby on short notice, the Agency will seek volunteers, utilizing an electronic list containing the names of all employees who have expressed an interest in serving standby. After volunteers are sought, standby will be assigned to employees in inverse order of seniority. The Agency will strive to assure that employees receive an opportunity to serve standby on an equal basis.

Employees who voluntarily sign up for standby time per this section will be given credit as if they were assigned standby time and will be rotated on the standby list accordingly.

## **ARTICLE 17 - COMPENSATORY TIME**

Compensatory time may be offered in lieu of overtime pay. Employees may accumulate up to one hundred (100) hours of compensatory time at any one time. Any time in excess of one hundred (100) hours shall be paid in cash in the employee's next paycheck.

Compensatory time shall be cashed out at the following triggering events:

1. Employees have the option to sell back up to eighty (80) hours of their accrued compensatory balance once a quarter, which shall be paid in the employee's next paycheck unless otherwise requested. Any such sell back must be requested in writing at the time of completing the employee's timesheet. The sell back shall be paid out at the employee's current regular hourly rate (i.e., excluding any shift differentials) subject to all payroll taxes and withholdings.
2. At separation of employment with the Agency.

An Employee may request all or part of a shift, or whole days off, using earned compensatory time. Compensatory time off will be used on a first come first served basis. Use of compensatory time will be within a reasonable period of time, as determined by the Agency, based on scheduled minimum staffing level.

Notwithstanding the above, the Agency shall not be required to approve a compensatory time off request if doing so would result in the Agency operating below minimum staffing.

In accordance with Fair Labor and Standards Act (FLSA) compensatory time shall be accrued and credited at time and one half. Compensatory time shall only be available for use after the time has been accrued. Employees will not be allowed to schedule time off in anticipation of upcoming compensatory time. The employee shall declare when submitting the overtime slip, their choice of either receiving compensatory time or overtime pay.

## ARTICLE 18 – PAID TIME OFF

### 1. PTO ACCRUAL RATE:

The accrual of paid time off [PTO] hours shall be as follows:

Months of Service	Pay Period Accrual (in hours)	Hours Accrued Annually
0-36	16.67	200
37-60	18.33	220
61-84	20	240
85-108	20.67	248
109-132	21.34	256
133-156	22	264
157-180	22.67	272
181-204	23.34	280
205-228	24.25	291
229 and over	25	300

Accrued PTO shall be earned and credited upon the completion of each pay period of service, in accordance with the schedule set forth above, except that PTO accrued during an employee's first three (3) months of continuous service shall not be credited as earned and cannot be used until the employee completes the first three (3) months of continuous service. All changes in PTO accrual rates will take place on the first day of the pay period following an employee's completion of the required full months of continuous employment.

A "pay period" shall be defined as the 21st day of a calendar month through the 20<sup>th</sup> day of the following calendar month. Employees shall be eligible to earn PTO benefits for any pay period during which an employee is actively working or is on PTO or paid sick leave. PTO 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 pay period will have their benefits prorated, as will part-time employees who are regularly scheduled to work at least ninety (90) hours per month.

### 2. MAXIMUM PTO ACCUMULATION

PTO will not be accrued in excess of two (2) times an employee's annual accrual rate. In the event an employee is approaching maximum accruals, the Agency will notify the employee and, in cooperation with the employee, will schedule PTO to avoid accumulation in excess of the maximum. It is, however, understood that if an employee is unable due to Agency operational needs to take PTO, they 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. The cash equivalent of accrued PTO hours accrued in excess of the maximum accrual shall be paid into the employee's VEBA account.

### **3. UTILIZATION AND SCHEDULING**

PTO for vacations/planned personal time off will be scheduled as either priority or non-priority PTO.

#### *a. Priority PTO*

Each year, once a completed schedule has been given to the Association, (about 2 weeks after shift bid) employees shall be allowed to sign up for priority PTO. Employees will have seven (7) calendar days to complete each round of the priority PTO process. The Agency shall have no more than seven (7) calendar days after the close of each round in which to approve or deny the priority PTO 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.

All employees requesting priority PTO must personally complete an "Overtime/Time Off Request" form. Priority PTO requests must be in increments of one (1) full workday up to 160 hours to be taken in the first and second priority PTO bids between the beginning and the end of the shift bid year. Employees must limit their combined requests for first and second priority PTO bids to 160 hours. The third round of priority PTO is not included in the 160-hour restriction. In order to assure proper consideration of priority PTO requests, second and third bids will be considered separately with all first bids considered before any second bids, and second bids before third bids as follows:

#### *"First" Priority PTO Bid:*

Preference for all first bids 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 submit a request which overlaps more than one workday with a more senior employee's first request for priority PTO. Outside of the one overlap day allowed, opposite shifts may bid the same day as long as the Agency does not incur overtime. It is, however, understood that the parties may mutually agree to special arrangements in circumstances of low staffing for first, second and third bids. One request per employee is bid in this round.

#### *"Second" Priority PTO Bid:*

Employees may submit a request for a second priority PTO bid after the Agency has approved or denied their first bid for priority PTO. As described above, second priority PTO bids will be approved or denied, subject to the maximum of 160 combined hours of priority PTO total for the year.

Preference for all second bids will be granted to the most senior employee, the next most senior employee and continuing in that order through the least senior employee. Employees may not request a choice which overlaps more than two (2) shifts with another employee's choice. Opposite shifts may request the same day as long as the Agency does not incur overtime.

If an employee's choice is denied and later becomes available due to a separation of employment or change in job status, the choice may be re-submitted, provided the separation or change in status occurs thirty (30) or more days prior to the denied PTO day(s). The employee may have thirty (30) days from the separation or change in status to re-submit the PTO day(s) that were denied. However, the granting of such a PTO request may not result in the employee exceeding the 160 hour priority PTO limit.

#### *Third "Lottery" PV3 PTO Bid:*

Employees may request a lottery bid PTO after the Agency has approved or denied second bid choices for priority PTO. This lottery bid for PTO replaces previous "Third Priority PTO Bid". This PTO shall not impact the total combined 160 hours ~~in~~ from the previous two (2) bids. Bids during this round will not be approved if the Agency must incur overtime. Approved bids will be treated as priority PTO and shall be subject to the cancellation and adjustment provisions set forth in section b, below. Bids during this round may be in any increment from one (1) hour to a full workday. There is a maximum of four (4) requests that may be granted. A separate "Overtime/Time Off Request" form must be filled out for each request. Each "Overtime/Time Off Request" form submitted must be prioritized in order of preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, etc.). The Director or Dispatch Supervisor, in the presence of an Association representative, will draw names from the lottery for each employee who has submitted a preference request. The first name drawn will be granted their first four available requests. Subsequently, a second name will be drawn, and such employee will be granted their first four available requests. Such process will continue until all names and requests are processed.

Lottery PTO bids that result in a split shift will not be approved, unless specifically requested.

#### *PRIORITY VACATION DAYS OFF*

The days off surrounding first priority and second priority PTO will be defined as priority vacation days off (PVDO) and are not to be confused with protected days off (PDO). An employee's regularly scheduled days off will be considered as PVDO, if any or all of their approved PV1/PV2 occurs on the first and/or last day of their regularly scheduled workweek.

b. *Cancellation and Adjustments of PTO*

In the event an employee is involuntarily required to work during their priority bid PTO, they shall receive time-and-one-half for all time worked and shall have the option of receiving 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 the PTO reinstated to their account for use at a later time.

An employee in a red box assignment who is bumped to a different shift shall be allowed to adjust their days off to coincide with their approved priority PTO bid. Adjustments will be allowed subject to the following:

The request must be in compliance with the guidelines and restrictions for granting priority PTO bids as set forth above and must be approved by the Agency.

In addition, if an employee's approved time off is canceled by the Agency, and if the employee has incurred expenses that are not recoverable, they 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 PTO 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 PTO without the payment of a premium for the time involved.

An employee who becomes ill or injured while on priority PTO may convert their time off from PTO to sick leave, provided the illness or injury is substantiated by a health care provider.

c. *Non-Priority PTO*

All requests for PTO for vacations and other personal time off other than for family leaves or other protected time off or for reasons as specified in previous subsections, e.g. non-priority PTO requests, may be submitted after the Agency has reviewed and scheduled the priority PTO. Such PTO requests shall be approved or denied on a first-request-received-has-priority basis within five (5) calendar days (12:00 a.m. midnight through 11:59 p.m.) of the date of receipt of the request, but not before the priority PTO process has been completed. Approval or denial of such PTO requests shall be based on the Agency minimum staffing requirements as known at the time the request is processed.

The Agency may, in consultation with the Association, designate certain days as RTO (Restricted Time Off) days. Any employee scheduled to work on an RTO day may not have non-priority PTO approved on that day. However, employees who work on that day may be released depending upon operational needs, in order of seniority.

The following refers specifically to Non-Priority PTO slips submitted on the initial submission period described below, after the priority vacation processes have been completed and marked on the schedule.

Initial submission of non-priority PTO will begin on a designated date and time to be determined by the Association (NMCDCA) and the Agency. Association members are requested to submit their non-priority PTO requests prior to the date and time of the drawing.

As described in Article 16, the same order of the names drawn for protected days off requests will be used for non-Priority PTO.

Any subsequent requests submitted after the initial submission period will be approved/denied in accordance with Article 18 item #3, non-Priority PTO.

Notwithstanding the above, the Agency reserves the right to adjust the work schedule to remove assignments of mandatory overtime based upon changes in the availability of part-time employees, hiring and completion of trainee training, or other changes in operational needs that the Agency determines reduces the need for mandatory overtime. The Agency also reserves the right to mandate additional overtime in accordance with Article 16 of the CBA and to make other scheduling changes in accordance with the provisions of the CBA. Nothing in this Agreement shall limit the Agency's right to establish and change minimum staffing requirements or otherwise determine the levels of service and methods of operations at its sole discretion.

Once denied, requests for non-Priority PTO shall not be reconsidered and shall no longer have priority over subsequent requests. In the event that the Agency's scheduling needs change such that any denied dates and/or times later become available (e.g. due to a change in minimum staffing requirements, availability of part-time employees, etc. that would allow approval of a non-priority PTO request), then employees wishing to use non-Priority PTO shall be solely responsible to monitor the schedule and submit a new request for the use of such benefits.

#### **4. PAYMENT OF PTO DURING EMPLOYMENT**

Except as provided below, employees are required to use any earned and unused PTO benefits, as applicable, for all absences from work before unpaid time off is granted except when mandatory use is otherwise prohibited by law (e.g. military leaves, jury duty, etc.). In such cases, employees shall be permitted to voluntarily elect the use of applicable benefits. Employees may not use PTO benefits that have not been earned.

Subject to an annual maximum cash-out of one hundred sixty (160) hours, an employee may request that up to eighty (80) hours of their accumulated earned PTO leave be paid in cash. Employees may make cash-out requests twice per calendar year. Cash-outs will be calculated at



the employee's current hourly rate and subject to all payroll taxes and withholdings. Approved PTO cash-outs will be paid on the Agency's regular paydays. Employees must submit their requests for PTO cash-out in writing to the Business Manager at least two weeks prior to the payday in which the payout is requested. In order to be approved for each regular PTO cash-out, the employee must have taken at least 40 hours of PTO prior to the requested payout in the calendar year in which it is requested. (i.e., An employee seeking to cash-out in June must show that they took forty (40) hours of PTO since January 1 of the current year. If the employee wishes to take a second cash-out in December, they must show that they took an additional forty (40) hours of PTO between the first cash-out and the second requested cash-out.)

Exceptional emergency requests for cash-outs may be made during other times of the year. All such requests must be submitted in writing to the Executive Director with the request clearly stating why the cash-out is necessary. Emergency requests for cash-outs are subject to approval by the Executive Director.

Regular or emergency cash-out requests will not be approved if approval would cause an employee's earned PTO bank to drop to less than eighty (80) hours, calculated as of the end of the month in which the request is submitted. Also, requests for PTO cash-outs will be evaluated on a case-by-case basis and requests will not be approved if, in the determination of the Agency, budgetary constraints make cash-outs imprudent.

## **5. PAYMENT OF PTO ON TERMINATION OF EMPLOYMENT**

Upon the termination, resignation or other break in seniority of a regular, non-probationary employee, earned but unused PTO shall be paid at their current wage rate to the employee or, in the event of a death, to their surviving spouse, dependent children or estate in accordance with applicable law.

## **6. VERIFICATION OF ABSENCES**

The Agency may require medical or other verification of the need for PTO time off for medical reasons, as well as medical releases to return to work as set forth in Article 20, Section 6.

## **7. CONCURRENT LEAVE**

Absences qualifying for PTO benefits under this Article may be covered by more than one type of leave (e.g. PTO, family leave, domestic violence leave, etc.) In such cases, all applicable types of leave run concurrently unless prohibited by law.

## **8. SHARED/DONATED LEAVE**

An employee may donate PTO and/or sick leave time to another employee who has exhausted all paid leave and is in documented need of time off for a pre-approved medical emergency that

requires a prolonged absence (including intermittent absences related to the same illness or condition) for themselves, their spouse/registered domestic partner or child, for parental leave consistent with Appendix B, Section 1 a-f of the CBA or if the employee needs extended time off following the death of a parent, spouse/registered domestic partner or child provided the transferring employee maintains a sick leave balance for their own use of at least 160 hours. The PTO leave time donations will be exchanged hour for hour without regard to differences in the rates of pay between the donor and donee. Donations of leave are entirely voluntary. However, once donated, donations of leave are irrevocable. However, in the event the receiving employee does not utilize the donated leave, the excess will be returned in the order of donation. Also, an employee will not be permitted to receive more donated leave than is necessary to cover their absence from regularly scheduled hours of work. If more than one employee seeks to donate leave, donations will be allocated on a first come, first serve basis. 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.

## **9. PAY FOR WORKING HOLIDAYS**

Employees working any hours between 1900 Christmas Eve and 2400 on Christmas Day, 1900 New Year's Eve and 2359 New Year's Day, Thanksgiving Day, Memorial Day, the 4<sup>th</sup> of July and Labor Day shall be paid at the rate of time-and-one-half (1 ½) for all such hours worked.

## ARTICLE 19 – SICK LEAVE

### 1. ACCRUAL

Sick leave with pay shall accrue at the rate of nine (9) hours per month of employment, to a maximum accrual of one thousand (1,000) hours. The cash values of sick leave hours in excess of one thousand (1,000) will be paid into the employee's VEBA account.

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 off-the-job injury or illness.

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 their 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 (as defined per applicable law) 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 their immediate family (as defined per applicable law), sick leave 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 in accordance with OFLA and other applicable law.

e. *Parental Leave*

Employees may utilize sick leave for the birth, adoption or foster care placement of a child in accordance with the Oregon Family Leave Act (OFLA).

f. *Other*

Sick leave benefits may be utilized for absences covered by the Agency's Domestic Violence Leaves and Accommodations policy and for any other reason in accordance with the Oregon Sick Leave statute and other applicable law.

### **3. LIMITATIONS**

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

a. *Notification*

When the need for an absence is foreseeable, employees shall notify the Dispatch Supervisor or designee as soon as possible after knowledge of the need to be absent, but no later than one (1) hour in advance of their assigned shift. When the need for an absence is unforeseeable (sudden emergency, illness or accident) employees shall notify the Dispatch Supervisor or designee as soon as practicable. Repeated failure to make notification as required may result in disciplinary action. Text messages are not an accepted means of notification for this purpose.

b. *Sick Leave Use and Misuse*

The Agency expects employees to utilize sick leave only for the purposes described in Section 2, above. Employees who have questions about their eligibility to use sick leave are expected to consult with their supervisor, the Executive Director or designee regarding their eligibility before utilizing sick leave in order to assure compliance. 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. CONCURRENT LEAVE**

Absences qualifying for leave under this Article may be covered by more than one type of leave (e.g. family leave, domestic violence leave, etc.) will run concurrently unless prohibited by law.

#### **5. VERIFICATION**

Misuse of sick leave is a major infraction under Article 26.

An employee may be required to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional, whenever the employee is absent for more than three (3) consecutive workdays for their own illness or injury; whenever the employee has been absent to care for a sick child for more than three (3) occurrences in a calendar year in accordance with OFLA; 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; and otherwise as the Agency determines is necessary to ensure compliance with applicable laws (e.g. properly designating leaves, evaluating reasonable accommodation options, evaluating workplace safety, etc.) Employees may be required to use and submit the Agency provided doctors verification form, receipt of verification or other acceptable explanation verification as a condition of sick leave payment.

The Agency will reimburse employees for any out-of-pocket costs incurred by the employee for obtaining medical verification. However, it is understood and agreed that employees will obtain verification via email, mail, or facsimile, whenever possible.

#### **6. FITNESS FOR DUTY**

A doctor's certificate verifying that the employee is able to perform their essential work duties in a manner that does not threaten their 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 their 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 their 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**

Except for the use of FMLA/OFLA leave, and the first forty (40) hours of sick leave protected annually under Oregon's Sick Leave Law, employees who use forty (40) or less hours of sick leave during a calendar year (and have a sick leave bank of at least 115 hours after the conversion) will be given the opportunity to convert a maximum of thirty-two (32) hours of sick leave accrual to PTO accrual. In order to be eligible to receive the incentive, employees must submit written notice that they qualify for and wish to receive the incentive to the Business Manager no later than January 15<sup>th</sup> of the following year. In the event an employee timely submits a written request, the Agency will transfer the sick leave the employee has requested be converted, up to a maximum of thirty-two (32) hours *or* the amount of sick leave the employee has in their bank as of December 31<sup>st</sup> to PTO accrual, whichever is less.

## **ARTICLE 20 - OTHER LEAVES**

### **1. JURY DUTY**

An employee shall continue to receive their regular salary, excluding the pay received for jury service, for the period of required services as a juror. All monies (excluding mileage and other expense reimbursements) received for jury duty will be surrendered to the Agency. The Agency will also maintain employee health insurance benefits during periods of jury service when required by applicable law.

The Agency reserves the right to adjust the work schedule of the employee called for jury duty as the Agency determines appropriate to accommodate such jury service. The Agency shall have also the right to adjust the work schedules of other employees as necessary to accommodate such jury service. Notwithstanding Article 14, Section 2, an employee called for jury service whose schedule is adjusted for the jury service shall be returned to their bid shift upon completion of the jury service.

Employees are required to promptly notify the Agency of any jury summons. Upon being released from jury duty, the employee shall promptly call their Supervisor to determine if they should report to work that day. If requested, the employee shall immediately return to work.

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

A regular, employee may be granted a 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. A leave will not be granted to work another job or to seek employment or career opportunities elsewhere. Leaves of absence must be approved or denied by the Agency Director. The employee is required to use any earned and unused PTO benefits during such leave before any unpaid time off is used.

### **3. FAMILY MEDICAL AND OTHER LEAVES**

The Agency will grant employees leaves of absence, reinstatement and/or reemployment when required by the Oregon Family Leave Act (OFLA) and/or other applicable laws. When required by law, OFLA leaves shall be granted pursuant to the provisions outlined in Appendix B Family Medical Leave, Parental and Pregnancy Leaves.

### **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 paid 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, step siblings, persons with whom the employee is or was in loco parentis, domestic partner and any other person residing regularly in the employee's household.

This leave shall be separate from sick leave and shall not accumulate from year to year. Leave taken pursuant to this section shall, however, run concurrently with OFLA bereavement leave when applicable.

Time off may be allowed for other extended family members and friends, but shall be chargeable to PTO accruals and will not be unreasonably withheld.

In the event of a death of a co-worker, employees may request and be granted PTO time off to attend the funeral. In instances where the essential work of the Agency would be seriously impaired 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.

## **6. VERIFICATION OF LEAVE**

Abuse of time off benefits, including but not limited to dishonesty in reporting the reasons for an absence or need to be absent, is considered a major infraction under Article 26. In the event that the Agency has a reason to suspect that an employee has been dishonest in reporting the reasons for an absence the Agency may require medical or other verification of the need for leave. The Agency will reimburse employees for any out-of-pocket costs incurred by the employee for obtaining the requested verification. However, it is understood and agreed that employees will obtain verification via email, mail, or facsimile, whenever possible.

Verification of the reasons for absence as well as the duration and other terms of the need for leave may also be required whenever an employee is absent for more than three (3) consecutive workdays for their own illness or injury and otherwise as the Agency determines necessary to ensure compliance with applicable laws (e.g. properly designating leaves, evaluating reasonable accommodation options, evaluating workplace safety, etc.). Such verification may include but is not limited to requiring a completed family leave medical certification form or other job related information from the employee's doctor/healthcare provider.

For extended absences of three (3) or more days due to illness or injury, a release from the employee's healthcare provider will generally also be required to ensure the employee can safely return to work.



## **7. CONCURRENT LEAVES**

An employee may be eligible for more than one type of leave for the same absence. In such cases, all leaves shall run concurrently unless prohibited by law.

## **ARTICLE 21 – 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 their classification as set forth in this Article and Appendix A.

Wage rates for Communications Specialist/Dispatcher shall be increased over the term of the Agreement as follows:

- a. Effective July 1, 2022 the wages of employees covered by this Agreement shall be increased by 3%.
- b. Effective January 1, 2023 the wages of employees covered by this Agreement shall be increased by 3%.
- c. Effective July 1, 2023, wages shall be increased by the yearly percentage change in the CPI-U Western Region Size B-C Index for the period of time ending December 2022, with a minimum of 3% and a maximum of 5%. The amount shall be carried to the first decimal point.
- d. Effective July 1, 2024, the wages of employees covered by this Agreement shall be increased by 3%.

The wage rates for Call Takers shall be as set forth in Appendix A – Wages.

### **2. STEP ADVANCEMENT**

Employees are eligible for advancement to the next step in their classification at the beginning of the next pay period following completion of twelve (12) months of service in the prior step until they reach the top of their range. Trainees will be advanced from Trainee A to Trainee B at the beginning of the pay period following release to partial solo status, i.e. release to one discipline after phone phase and completion of either Police or Fire dispatch.

### **3. COMMUNICATIONS TRAINING OFFICER (CTO) – 6%**

Dispatchers performing the duties of Communications Training Officer (CTO) shall receive a premium of six percent (6%) of the employee's base wage in addition to their regular pay for hours spent supervising the trainee, not including overtime or educational incentive pay. CTO pay shall not be effective for the training officer if the trainee is on time off.

Lead Dispatchers performing the duties of Communications Training Officer (CTO) should refer to Article 11.

#### **4. LANGUAGE INCENTIVE – 5%**

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

#### **5. CERTIFICATION INCENTIVE**

Any employee who possesses and maintains an Intermediate or Advanced Tele-Communicator Certification through DPSST shall receive, in addition to their regular pay, a premium for the certificate they possess and maintain. Certification pay for employees who possess and maintain Intermediate Certification shall be four percent (4%). Certification pay for employees who possess and maintain Advanced Certification shall be seven percent (7%). The two certification premiums do not compound.

Employees may use mandatory training as credits towards certification requirements.

#### **6. RELIEF SHIFT PREMIUM**

Employees assigned to the relief shift shall be paid an additional amount equal to 4% of their regular base wage rate.

#### **7. PAY PERIODS**

Pay periods will begin on the 21<sup>st</sup> and end on the 20<sup>th</sup> 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.

#### **8. 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 an Agency vehicle is available, employees are not eligible for IRS mileage reimbursement for using their personal vehicles for work-related activities. Employees are also expected to carpool. Employees are not eligible for IRS mileage reimbursement if they use their personal vehicle for work-related activities in lieu of carpooling. When the Agency vehicle is not available, and an employee cannot carpool, the employees shall be reimbursed at the current IRS mileage reimbursement rate for use of their personal vehicle with approval from their Dispatch Supervisor.

Reimbursement shall be paid at the employee's next payroll period or via separate check, provided the employee submitted the request for reimbursement at least five (5) calendar days before the payroll date.

## **9. LONGEVITY PAY**

Employees will be paid longevity pay as follows:

- a. Employees who have completed eight (8) years of continuous service with the Agency shall be paid \$75.00 per month for longevity pay.
- b. Employees who have completed thirteen (13) years of continuous service with the Agency shall be paid \$150.00 per month for longevity pay.
- c. Employees who have completed eighteen (18) years of continuous service with the Agency shall be paid \$225.00 per month for longevity pay.

Employees who become eligible for longevity pay or increased longevity pay mid-term in a month of service will be paid longevity pay at the highest rate for which they qualify for the entire month.

## **ARTICLE 22 – 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 training imposed by management or necessary to maintain DPSST Basic Level Certification as a Tele-communicator/ Emergency Medical Dispatcher.

### **3. SCHEDULING OF TRAINING**

Employees attending required training shall be given at least seven (7) days' notice. The Agency, with agreement from the employee, may adjust schedules to accommodate for training. Employees attending the training shall be given at least ten (10) hours off-duty between the shifts and training.

## ARTICLE 23 – HEALTH INSURANCE AND OTHER BENEFITS

### 1. HEALTH INSURANCE COVERAGE

The Agency will continue to provide health insurance coverage to full-time employees under the current medical insurance plans set forth below.

Effective July 1, 2022 through June 30, 2023, the Agency's contribution to provide such coverage will be increased to the following amounts for coverage under the Special Districts Association of Oregon plans listed below:

Single Employee	\$826.82/month
Employee + Children	\$1,399.12/month
Employee + Spouse	\$1,500.10/month
Full Family	\$2,072.38/month

SDAO Blue Plan III (\$500 deductible)  
SDAO Blue Plan IV (\$1000 deductible)  
SDAO Blue Plan V (\$1500 deductible)

For the Plan year effective July 1, 2023 – June 30, 2024, the Agency's contributions will be increased five percent (5%) to the following amounts for coverage under the Special Districts Association of Oregon plans listed below:

Single Employee	\$868.16/month
Employee + Children	\$1,469.08/month
Employee + Spouse	\$1575.10/month
Full Family	\$2,176.00/month

SDAO Blue Plan III (\$500 deductible)  
SDAO Blue Plan V (\$1500 deductible)

For the plan year July 1, 2024 – June 30, 2025, the Agency's contributions will be increased five percent (5%) to the following amounts unless otherwise required pursuant to subsections a or b, below.

Single Employee	\$911.57/month
Employee + Children	\$1,542.53/month
Employee + Spouse	\$1,653.86/month
Full Family	\$2,284.80/month

It is understood that the plans offered are subject to carrier modifications that are beyond the control of the Agency and shall not be subject to bargaining. Employees may change plans each plan year during the enrollment period.

The Agency will continue to make an HRA/VEBA Plan available to full-time employees. In the event a full-time employee selects a medical plan that costs less than the amounts specified above for their tier of coverage, that amount will be contributed to the employee's HRA/VEBA account. In the event an employee selects a medical plan that costs more than the above amounts, the excess cost will be deducted from the employee's wages.

The Agency shall continue to pay 100% of the premium to provide dental coverage under the dual option Delta Dental (MODA or Willamette Dental Plan Options), or substantially equivalent alternative plans.

a. *Insurance Review Committee*

In the event insurance premiums increase more than 5% but less than 8% for the plan years commencing July 1, 2023 and/or July 1, 2024, the Insurance Review Committee will meet to discuss the increase in premium cost to be paid by the Agency for those years. If the parties cannot agree on an amount of premium increases to be paid by the Agency (between 5% and 8%), the Agency shall pay a 5% increase.

The Insurance Review Committee shall consist of two (2) members of the Association and two (2) members of the Agency. The Agency commits to working with the Insurance Review Committee to evaluate medical and dental plans and to control employee healthcare costs. In the event a dental plan is no longer available, the Agency shall implement a substantially equivalent dental plan commencing at the beginning of the plan year. All selections shall be made and communicated in writing no later than thirty (30) days preceding the end of the plan year.

b. *Increases in Medical Insurance Costs*

In the event medical insurance premium costs increase more than eight percent (8%) in the plan year commencing July 1, 2023 through June 30, 2024 and/or the plan year commencing July 1, 2024 through June 30, 2025, the Agency will provide written notice of the rate increase for that plan year to the Association promptly upon receipt of the rate increase information from the broker. The Agency or Association may reopen the Agreement for the purpose of negotiating the amount of contributions to be paid by the Agency for that plan year. In order to reopen the Agreement, the party seeking to reopen must provide written notice to the other party within ten (10) days of the date the Association is provided written notice of the rate increase from the Agency. Email notice to the Executive Director or, in the event the Agency reopens to the Association President, will qualify as written notice.

c. The determination of whether medical insurance premiums have increased more than five percent (5%) or eight percent (8%) will be based on the increase in total aggregate cost of insurance for bargaining unit employees from one plan year to the next plan year.

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 or opposite 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.

e. *Opt Out*

METCOM will offer eligible employees the opportunity to “opt out” of medical, vision and dental benefits in exchange for receiving a five hundred dollar (\$500) monthly contribution into their HRA/VEBA account.

In order to be eligible for “opt out” payments, employees must satisfy the following eligibility requirements:

1. They must be eligible to receive insurance benefits under this Article.
2. They must sign an “opt out” request form drafted by METCOM.
3. They must provide proof that they have medical, vision and dental insurance coverage through another group insurance plan.

Should an employee experience a qualifying event, they may request to discontinue “opt out” payments and return to coverage under METCOM’s medical, vision and dental plans by notifying the Agency’s Business Manager of their desire to discontinue “opt out” payments in writing (or email). Otherwise, employees may elect to “opt out” or change their current “opt out” option at the annual open enrollment period by filling out the appropriate paperwork.

Continuation of the “opt out” option is contingent upon the terms and restrictions that may be implemented by the Agency’s insurance carrier. In the event “opt out” payments are no longer allowed by the carrier, opt out payments will automatically be discontinued and employees will be returned to coverage as provided in this Article.



## **2. LIFE INSURANCE**

For the duration of this Agreement, the Agency will provide full-time employees with the following: A life insurance policy equal to one and a half years' base pay with double indemnity and accidental death and dismemberment.

## **3. RETIREMENT**

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

- a. The Agency will pay the six percent (6%) employee contributions required by PERS.

Employees who retire from public safety after twenty (20) years of service with the Agency shall upon retirement receive the same health insurance contribution from the Agency that they were receiving prior to retirement. This obligation shall be limited to the first ninety (90) days after the effective date of the employee's retirement."

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 24 – PERSONNEL FILE AND EMPLOYEE RECORD**

### **1. FILE REVIEW**

Each employee shall have the right, upon request, to review and obtain at their own expense, copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the Agency. Employees may review the Supervisor's current working file and the employee's general file upon request. The right to review includes any such file, which is maintained electronically.

### **2. REMOVAL FROM FILES**

Corrective action and discipline documents shall be removed from the employee's files per the retention guidelines listed in Article 26. References to expired discipline in employee evaluations shall not be made and shall have no effect upon the employee for purposes of progressive discipline. Once disciplinary actions have been removed, the name(s) of the employee(s) shall be redacted and replaced with a number.

A separate confidential file is maintained by the Director. The Director shall also maintain a separate list of employee(s) corresponding with their numbers. Such documents will not be used against an employee for the purpose of establishing progressive discipline, but may be used in any arbitration, administrative and/or civil proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating circumstances, compliance with legal obligations and to defend against legal actions.

### **3. FILE ADDITIONS**

Each employee shall have the right to read and sign any written material of an evaluative nature, including notes which are relied upon for oral coaching, that is placed in their personnel file or working file, including electronic material. Each employee may respond in writing to any item placed in such personnel or working file, and said response shall become a part of said file.

## **ARTICLE 25 - PROBATIONARY PERIODS**

### **1. PROBATION**

Probation shall apply to new employees. Newly hired employees will serve an initial probationary period beginning on date of hire into their new position and continuing for six (6) months following the completion of the required certification training, whether required by DPSST or the Agency. Newly hired laterals, promoted and transferred employees will serve an initial probationary period beginning on date of hire into their new position and continuing for six (6) months following the completion of any required certification training, whether required by DPSST and/or in-house by the Agency.

In no event will the initial ~~the~~ probationary period exceed 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 initial probationary period shall not exceed 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 their 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 as outlined below.

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 26. Probationary status does not preclude grievances related to non-disciplinary conditions of employment provided for in this Agreement.

### **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 they are assigned. Employees who do not have DPSST certification will be hired as a trainee. Generally, no employee will be retained at the trainee step for longer than twelve (12) months. However, employees who are not meeting the Agency's performance expectations may be retained at the trainee step for a maximum of eighteen (18) months.

## **ARTICLE 26 – CORRECTIVE ACTION, DISCIPLINE, AND DISCHARGE**

No regular employee shall be disciplined without just cause. Forms of counseling or corrective actions include, but are not limited to: records of coaching, level one (1) written warnings and work plans. These forms of corrective action are not considered discipline and are not subject to 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 or corrective actions may serve as evidence for future discipline. Such corrective action must be rendered within fourteen (14) calendar days of when the Agency determines the employee engaged in misconduct.

Forms of discipline include, but are not limited to, written reprimand, suspension, demotion, and termination. (The extension of probations for a new employee is not considered discipline.) Discipline has been put into 4 levels, each with different retention periods or attached actions.

The Agency shall determine whether an employment investigation shall be conducted. The investigation shall be commenced within a reasonable time after the Agency becomes aware of the alleged misconduct. Employment investigations shall be completed within one hundred twenty (120) calendar days of when the investigation is commenced. The Association shall be notified in writing of the commencement of such investigations. Investigations can be extended beyond the one hundred twenty (120) day time period only if the Agency notifies the Association in writing of the expected duration and provides an explanation of the reasons for the extension.

Discipline issued to regular employees shall normally be progressive; however, any level of discipline may be imposed based on the totality of circumstances and just cause. Nothing in this Article shall be construed to prevent or prohibit a superior from discussing operational matters informally with employees. Discipline levels 2 thru level 4, as described, may be grieved through the grievance process provided for with this Agreement and may be subject to arbitration as the final resolution. Work-plans and Records of Coaching shall not be subject to the grievance process.

### **1. REGULAR EMPLOYEES**

The Agency reserves the right to discipline, demote, suspend or discharge regular employees for just cause and probationary employees at will. Timelines listed below are counted from the date that the discipline is issued.

#### *a. Infractions*

For regular employees committing non-major infractions that are reasonable in nature, the Agency agrees to apply the following steps of discipline:

*i. Level 1 Written Warning*

Normally a first offense, retained in the working file for a period of twelve (12) months from the date issued.

*ii. Level 2 Written Reprimand*

Retained in the personnel file for a period of eighteen (18) months and other actions may be attached. These other actions may include but are not limited to: probation or suspension from special teams, projects or assignments.

*iii. Level 3 Suspension*

Retained in the employee's personnel file for a period of twenty four (24) months and other actions may be attached. These other actions include but are not limited to: probations or suspension from special teams, projects or assignments, demotion or reduction in step; as well as a "first and final warning/last chance agreement" made with employee.

*iv. Level 4 Termination*

In order for progression through the above steps of discipline to occur, the infraction(s) need not be for the same or similar offense. For example, work performance infractions can become progressive, even if they are dissimilar. Attendance infractions, for example, can become progressive if repeated.

## 2. MAJOR (NON-MINOR) INFRACTIONS

Employees committing a major infraction shall be subject to immediate discharge, subject to a suspension with pay pending discharge investigation without receiving a prior reminder/warning. Examples include but are not limited to:

- a. Violation of the Agency's Drug and Alcohol Policy in accordance with Section 7 of Article 27.
- b. Release of confidential information to persons who are not authorized to receive such information.
- c. Fighting (except for defensive fighting reasonably required for self-defense), threatening, assaulting, violating the workplace violence policy, or causing bodily harm toward another person when such activity has a nexus to employment with the Agency.

- d. Engaging in horseplay or roughhousing that results in injury or property damage that is not minor in nature.
- e. Intentionally falsifying any Agency documents, such as: time sheets, expense reports, or employment applications or misrepresenting hours worked.
- f. Intentionally or through gross negligent misconduct destroying or damaging property belonging to the Agency, a fellow worker, a customer, member of the public, or business associate.
- g. Insubordination, including refusal or knowing failure to obey a verbal or written work directive from a supervisor or person in a position of authority, or refusal or knowing failure to perform tasks or duties assigned by a supervisor or person in a position of authority. Employees must follow the accepted labor principle of “obey now and grieve later.”
- h. Committing a serious violation of safety rules, or safe working practices. Non-serious safety violations should be considered non major infractions.
- i. Serious violation of Article 4, Non-Discrimination policy including the Harassment in the Workplace policy.
- j. Dishonesty. Employees shall not lie, give half-truths or knowingly misleading information in any reports, statements, workplace investigations or other employment-related matters.
- k. Engaging in conduct on or off-duty, which consistent with just cause is so serious in nature as to justify termination without progressive discipline.

The Agency reserves the right to suspend, rather than terminate, a regular employee who commits a major infraction based on the existence of mitigating circumstances.

### **3. DUE PROCESS/CONDUCTING INVESTIGATIONS**

The Agency will follow due process if disciplinary action is being considered against a regular employee. Prior to any interview, the employee(s) investigated will be notified of their right to have an Association representative or Association counsel and have such representative present during the interview.

- a. The employee(s) being interviewed and Association president (fact-finding or disciplinary) shall be given 48-hour advance written notice of intent to interview. The notice will include the nature of the allegations against the employee 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.

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

c. 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.

d. Interviews shall be done under circumstances devoid of intimidation, abuse or coercion. The employee may request and be granted reasonable intermissions as the employee shall request for personal necessities.

e. 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.

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. 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. PRE-DISCIPLINARY HEARING/LOUDERMILL**

The employee and Association will be provided a Loudermill hearing notice whenever the Agency is contemplating termination, suspension, demotion or other economic sanction. The Loudermill hearing is an opportunity for the employee or employee's counsel to provide additional evidence or mitigating circumstances prior to any such discipline being imposed. The notice will include the potential level of discipline being considered and the standards or rules violated. The employer agrees not to decide on the discipline imposed until after the hearing takes place.

The employee and Association will 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 least five (5) days before this hearing.

## **5. NOTICE OF DISCIPLINE**

The employee and the Association will be given written (hard copy or electronic) notice of a meeting to inform the employee of disciplinary action. At the meeting, the employee will receive a document summarizing the facts; the policy violations or misconduct that occurred; and an explanation of the discipline imposed. Employees may choose to respond to this disciplinary notice in person or in writing during the meeting or at a later time.

## **6. LIE DETECTOR TESTS**

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



## ARTICLE 27 - SUBSTANCE ABUSE

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 the Agency and preserve public trust and confidence in a fit and alcohol/drug free service, the Agency implements the following rules and procedures:

### 1. 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 any detectable level of such substances in their body.
- c. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Executive 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 the 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 3, below.

For the purpose of this article, “drugs” include, but is not limited to the following controlled substances: opiates, cocaine, marijuana (THC), phencyclidine (PCP), amphetamines/methamphetamines, barbiturates and hydrocodone, hydromorphone, oxycodone and oxymorphone. 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, medication warnings and disclosure obligations.

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

## **2. MEDICAL AND RECREATIONAL MARIJUANA**

It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the “prohibited conduct” listed above will be considered a violation of this article, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act or is using marijuana in a manner consistent with Oregon laws governing recreational marijuana. Reporting for work with any detectable level of marijuana in their system is prohibited. Employees who have been prescribed may contact the Executive Director to discuss whether there are other available options besides on or off duty use of marijuana that would allow the employee to perform their essential duties and comply with this article.

## **3. DISCLOSURE OF MEDICATIONS**

Employees are responsible for consulting with their physicians or pharmacist and carefully reviewing medication warnings to determine whether there are any side effects that could affect their ability to safely and competently perform job duties. If employees or their doctor feels that the employee is experiencing any of these side effects, employees must promptly notify their Dispatch Supervisor or the Director before performing or continuing to perform those job duties. The employee need not disclose the medical condition for which the medication is being taken unless the Agency determines that this is necessary to comply with its legal obligations (such as properly designating leaves, evaluating reasonable accommodation options, evaluating workplace safety, etc.). Medical verification of ability to safely perform job duties may be required before the employee is allowed to continue their job assignment. Employees are eligible to utilize their accrued PTO 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 or illegally obtaining the substance or use which is inconsistent with prescriptions or labels will subject an employee to disciplinary action.

## **4. 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 Dispatch Supervisor or the Director 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. Although a work related accident or injury will not in and of itself be sufficient to constitute “reasonable suspicion”, the occurrence of an accident or injury may, in conjunction with other reliable indicators, be sufficient to support a reasonable suspicion for testing. Employees may, however, be asked to voluntarily consent to drug and/or alcohol testing following an accident or injury in order to eliminate questions or concerns about compliance.

“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 article.

*b. Rehabilitation Treatment*

Where testing is required pursuant to a rehabilitation return to work agreement imposed by the Agency or an employee’s rehabilitation counselors, individualized suspicion-less 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.

**5. TESTING PROCEDURES**

The testing will be conducted at a certified laboratory and shall be conducted in accordance with the standards for procedural safeguards and testing integrity disseminated by the National Institute on Drug Abuse (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.

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 their attorney, should the original sample result in a legal dispute or the chain of custody be broken.

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.

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.

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.

## **6. SEARCHES**

Employees have no expectation of privacy and should 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, computers, 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.

## **7. 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 their designee and seeks assistance before violating this article, 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 that the employee:

- i. Has been evaluated by a Substance Abuse Professional (SAP); and
- ii. If recommended by the SAP, has complied with all rehabilitation/after-care prescribed; and
- iii. 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 from their unused, accumulated sick leave, or accrued PTO banks. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits through the end of the month in which their paid leave is depleted.

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

Employees who notify the Executive Director or their designee of drug or alcohol dependencies after violating this article 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 7 a, 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 cause for discharge.

It is understood and agreed that the references to discipline and discharge set forth in this article and the rehabilitation and agreement for return to work are not intended to supersede "just cause" requirements.

## **ARTICLE 28 - 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 for resolving disputes over the interpretation or application of this Agreement.

#### *Step 1 - Dispatch Supervisor*

The employee or the Association shall submit the grievance in writing to a Dispatch Supervisor within twenty-one (21) days from the occurrence of the action alleged to be a violation or the employee's knowledge of that action, whichever occurs later. 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. Within fourteen (14) days of the grievance being filed, the grieving employee and an Association representative and involved employee shall meet with the Dispatch Supervisor to attempt to resolve the grievance. If the grievance is not resolved at this meeting, the Dispatch Supervisor shall make a written response to the grievance within fourteen (14) days of the meeting. Any resolution reached shall be reduced to writing by the parties. In the case of a grievance filed by an employee, the Agency shall notify the Association of the grievance and the date and time of all grievance meetings. An Association representative shall be allowed to attend, unless the employee objects. If the grievance is resolved the Association shall be provided a copy of the resolution.

### *Step 2 - Agency Director*

If the grievance remains unresolved, the grievance shall be submitted within twenty-one (21) days of the date the response was received, or within twenty-one (21) 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 Director or designee shall meet with the Association within thirty (30) days of receipt of the materials and letter specifying the matter is being pursued to the second step and shall respond in writing to the grievance within thirty (30) days of the meeting.

### *Step 3 – Arbitration*

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

The Association shall serve notice to the Director of intent to arbitrate. The parties may mutually agree upon an arbitrator. In the event no mutual agreement is reached, the Association shall submit a request for a list of seven (7) Oregon and/or Washington arbitrators 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 with the party who loses a coin flip striking first. The one (1) remaining shall be the arbitrator.

A non-member of the Association may submit a discipline grievance to arbitration within the time frame set forth above. A non-member may be required to pay in advance a reasonable sum as determined by the Agency to cover the cost of arbitration. Failure to pay the required sum shall constitute a forfeiture of the non-member's right to arbitrate their discipline grievance.

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. In the event the Arbitrator does not declare a losing party (i.e. a split decision); the parties shall share equally in expenses for the Arbitrator's services. 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 29 - SAVINGS CLAUSE**

Should any article, section or provision of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or be in violation of the law, such decision of the court or law shall apply only to the specific invalid Article or provision directly specified in the decision. Upon the issuance of such a decision or enactment of such a law, the parties agree to negotiate substitute language if possible, for the invalidated language in accordance with PECBA. Nothing in this Article constitutes a waiver of the right of either party to assert that the Article, Section or provision in question is not unlawful or unenforceable.



## **ARTICLE 30 – MERGER AND CONSOLIDATION**

If, during the life of the Agreement, a consolidation, merger, acquisition, or transfer of the operations covered by this Agreement is effectuated, thereby affecting the identity of the Agency and/or the exclusive bargaining representative, the terms of the Agreement shall continue for those employees covered by this Agreement until a new bargaining representative is selected or certified by the Employment Relations Board. Thereafter, the Agency will engage in bargaining. If the Agency remains the Employer after the consolidation, merger, acquisition or transfer of operations, the Agency will abide by applicable law, consistent with PECBA and its obligations of the transfer statute, ORS 236 et. Seq.

**ARTICLE 31 - 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, 2025, or until a successor Agreement is reached. This Agreement shall not be modified in whole or in part by the parties except in writing, duly executed by both parties.

Unless the parties agree otherwise in writing, this Agreement shall automatically reopen on February 1, 2025, for negotiation of a successor Agreement and the parties will meet for their first bargaining meeting for a successor CBA on or before March 1, 2025.

FOR METCOM:

\_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE ASSOCIATION:

\_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A – WAGES

Effective July 1, 2022 a 3% increase as follows:

### COMMUNICATION SPECIALIST/DISPATCHER

STEP	TRAINEE	1	2	3	4	5	6
Hourly	\$21.90	\$23.10	\$24.34	\$25.52	\$26.93	\$29.64	\$31.15

### CALL TAKER / PART TIME

STEP	TRAINEE	1	2	3	4	5	6
Hourly	\$20.17	\$22.01	\$23.10	\$24.26	\$25.47	\$26.75	\$28.10

Effective January 1, 2023 a 3% increase as follows:

### COMMUNICATION SPECIALIST/DISPATCHER

STEP	TRAINEE	1	2	3	4	5	6
Hourly	\$22.56	\$23.79	\$25.07	\$26.29	\$29.10	\$30.53	\$32.08

### CALL TAKER / PART TIME

STEP	TRAINEE	1	2	3	4	5	6
Hourly	\$20.78	\$22.67	\$23.79	\$24.99	\$26.23	\$27.55	\$28.94

## **APPENDIX B - FAMILY MEDICAL LEAVE, PARENTAL OR PREGNANCY LEAVE**

The provisions of this Appendix C will apply only when the Agency is a covered employer under the Oregon Family Medical Leave Act (OFLA).

### **1. ELIGIBILITY AND AMOUNT OF LEAVE**

An employee who has been employed for at least 180 days immediately preceding the date their family leave would begin and has worked an average of 25 hours per week during that time period, is eligible for family leave of up to 12 weeks in any leave year measured forward from the date the employee first uses any OFLA leave in accordance with applicable law. OFLA leave may be taken for the following purposes:

- a. To care for a newborn child or a newly adopted or newly placed foster child under age 18, or adult "child" who is incapable of self-care because of a disability. This leave applies to both fathers and mothers of the child and the 25-hour per week minimum average does not apply to this type of leave. However, if both parents work for the Agency, leave generally cannot be taken at the same time unless approved by the Agency. Also, leave must be completed within 12 months after birth or placement.
- b. To care for a family member with a serious health condition. For the purpose of this leave, "family member" includes an employee's spouse or registered same-sex domestic partner; biological, adoptive or foster parent; parent-in-law; parent of the employee's same-sex domestic partner; grandparent or grandchild; and any person with whom the employee has a loco parentis, (i.e., in place of parents), relationship. It also includes the employee's biological, adoptive, foster or step-child, or the child of the employee's same-sex domestic partner.
- c. To recover or seek treatment for a serious health condition that renders the Employee unable to perform one or more of the essential functions of their regular position. "Serious health condition" has the same definition as described below or as otherwise modified by applicable law, which shall be controlling.
- d. To care for the employee's child if that child is suffering from an illness, injury or condition that is not a serious health condition (sick child leave). The availability of another family member to provide home care for the child may be considered by the Agency in determining whether the employee is eligible for this leave.
- e. To deal with the death of a family member (as defined in Section 1.b., above), including attending the funeral/bereavement events, making arrangements necessitated by the death and/or grieving the family member. OFLA for bereavement purposes is limited to two (2) weeks per death (up to 12 weeks per leave year) and must be completed within 60 days after the date on which the employee receives notice of the death.

- f. For any other reason, as required by applicable law.

An eligible female employee may take an additional 12 weeks off within any year if she took pregnancy disability leave. Also, any eligible employee, male or female, who takes an entire 12 weeks of parental leave, may take up to an additional 12 weeks of leave within the one-year period for sick child leave. When two family members work for the Agency, both employees may not take family leave at the same time unless both family members are suffering from a serious health condition, one employee needs to care for the other employee who is suffering from a serious health condition, or one employee needs to care for a child who has a serious health condition while the other employee is also suffering from a serious health condition.

Employees may take leave intermittently (taking leave in blocks of time or reducing their normal weekly or daily work schedule) whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. If leave is for a birth or placement for adoption or foster care, use of intermittent leave is subject to the Agency's approval except that intermittent leave is permitted to effectuate an adoption or foster placement.

## **2. SERIOUS HEALTH CONDITION**

“Serious health condition” means an illness, injury, impairment or physical or mental condition of an employee or family member that:

- a. Requires inpatient care in a medical care facility such as a hospital, hospice, or residential facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
- b. Poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
- c. Requires constant or continuing care such as home care administered by a healthcare professional;
- d. Involves a period of incapacity of more than three days that involves two or more treatments by a healthcare provider or one treatment, plus a regimen of continuing care;
- e. Involves any period of incapacity or treatment for a chronic serious health condition;
- f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer’s disease, a severe stroke or terminal stages of a disease;

g. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days;

h. Involves any period of disability due to pregnancy or childbirth or period of absence for prenatal care.

### **3. REQUESTING OFLA**

Request for family leave must be made in writing. If the need for the leave is known to the employee in advance, they must give 30 days' advance notice. If the leave is not known in advance, the Employee must give notice as soon as possible prior to the beginning of the leave and should follow the Agency's normal attendance reporting policies. If notice is not possible prior to beginning leave, then verbal notice is required within 24 hours of the beginning of the leave, followed by confirmation in writing within 3 working days after the Employee returns to work. Medical certification supporting the need for leave due to the serious health condition of an employee or immediate family member, or the need to provide home care to a child, is required. However, medical verification will not be required to substantiate the need to be absent to provide "home care" for child (sick child leave) unless the employee is absent for more than 3 workdays in the leave year.

### **4. WAGES AND BENEFITS DURING FAMILY LEAVE**

A family leave is without payment of wages. The employee must utilize sick leave first, followed by compensatory time or PTO at the employee's choice. After compensatory time and PTO is exhausted, family leave will be unpaid. The Agency will maintain employee health insurance premiums during OFLA leaves under the same conditions as if the employee had continued to work.

Absences covered by OFLA may be eligible for more than one type of leave. In such cases, OFLA runs concurrently with all other applicable types of leave for the absence. OFLA leave does not, however, run concurrently with workers' compensation leave as provided by applicable law.

### **5. REINSTATEMENT OF EMPLOYMENT FOLLOWING FAMILY LEAVE**

In order for an employee to have reinstatement rights pursuant to OFLA, when they are returning from family leave, the employee must request reinstatement during or immediately upon the expiration of leave. An employee who is absent due to their own serious health condition(s) is required to provide a written release from their healthcare provider verifying that they are able to perform the essential duties of the job before they are permitted to return to work. If the employee makes a timely request for reinstatement and complies with other requirements, they will be reinstated to their former position in accordance with applicable law. Employees who cannot be reinstated to their former position because that position no longer exists, will be reinstated to an available position in accordance with applicable law.

Employees on leave must keep the Agency apprised of their anticipated date of return to work, changes in medical status, address or telephone number, and any other reporting obligations directed by the Agency.