WASHINGTON COUNTY CONSOLIDATED
COMMUNICATIONS AGENCY

AND

WASHINGTON COUNTY
DISPATCHERS ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

Effective: July 1, 2017 to June 30, 2020
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PREAMBLE

This contract is entered into by the Washington County Consolidated Communications Agency (hereinafter the “Agency”) and the Washington County Dispatchers Association (hereinafter the “Association”).

ARTICLE 1 – RECOGNITION

1.1 The Washington County Consolidated Communications Agency ("Agency") recognizes the Washington County Dispatchers Association, as affiliated with International Association of Fire Fighters Local 1660, or as it is defined in the most recent Employment Relations Board Order, ("Association") as the exclusive collective bargaining agent for anyone employed by the Agency in one of the following classifications:

Calltaker (CT)
Police Dispatcher (PD)
Fire Dispatcher (FD)
Multi-Discipline Dispatcher (MDD)
Lead Dispatcher (LD)
Lead Multi-Discipline Dispatcher (LMDD)

1.2 In the event that during the term of this Agreement the services provided by the Agency are expanded as the result of consolidation of other police, fire, ambulance or emergency dispatch services into the Agency, the Agency shall recognize the Association as the exclusive bargaining agent for all new employees employed in any of the classifications listed in Article 1.1.

1.3 Confidential and supervisory employees are excluded from the bargaining unit and not covered by this Agreement.

1.4 Nothing in this collective bargaining Agreement or in the bargaining unit description will be construed to require the Agency to employ part-time employees or to employ such employees at any level of employment, or to require the Agency to fill any position identified herein or to staff any such position at any particular level. Such matters are reserved to the exclusive discretion of the Agency. Nothing in this Agreement will be construed to limit the performance of bargaining unit work by supervisors for purposes of instruction, relief, assistance, transmitting information at shift changes, or as a result of lack of staff due to emergency.

1.5 The Agency shall notify the Association of its decision to implement any and all new classifications that pertain to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement, and the job duties are not significantly altered or changed, the new classification shall automatically become part of this Agreement.
ARTICLE 2 – DEFINITIONS

For the purpose of this Agreement, the following terms and words are hereby defined as follows:

2.1 The "Agency" or the "Employer" means the Washington County Consolidated Communications Agency.

2.2 "Agency Seniority" means the number of qualified calendar months a person has worked for the Agency, including time spent in classifications within and outside the bargaining unit. An employee’s agency seniority is calculated in whole month increments beginning with the first calendar month in which (s)he is hired.

2.3 "Agency Anniversary Date" is the first calendar day of the month closest to the date of initial appointment by the Agency.

2.4 The "Association" means the Washington County Dispatchers Association (WCDA).

2.5 "Call Back" is when an employee is required to work outside his/her normal work schedule (e.g. unscheduled or off-duty assignments such as emergency staffing special teams work).

2.6 "Calltaker" means an employee who is trained to work calltaking positions defined by the Agency operations.

2.7 "Calltaker Trainee" means an employee who is actively training in the calltaking discipline.

2.8 "Career Employee" means a bargaining unit employee employed by the Agency who has successfully completed the initial probationary period.

2.9 "Career Probationary Employee" means an employee who has achieved career employee status, but is serving an additional probationary period of twelve (12) qualified calendar months following promotion or transfer. This probationary period does not deprive the employee of rights under the Agreement. At any time during a career probationary period, an employee may be demoted or transferred to the employee's former position.

2.10 "Classification Anniversary Date" is the first calendar day of the month closest to the date on which an employee is promoted, demoted, reinstated or transferred to a job classification different from his/her current job classification.

2.11 "Classification Seniority" means the number of qualified calendar months of service with the Agency in an assigned job classification. An employee’s classification seniority is calculated in whole calendar month increments. An employee shall continue to accrue classification seniority for all previous classifications in which (s)he has worked until (s)he separates from agency service for reasons other than layoff, at which point (s)he loses all earned agency and classification seniority. In this sense, an
employee has a separate classification seniority for each job classification in which (s)he has worked with the agency.

2.11.1 Incorporation of classification seniority in the bargaining unit. Article 2.11, Classification Seniority, shall take effect on July 1, 2010. Article 2.11.1 shall apply to only those employees employed with the Agency on July 1, 2010, whether or not they are bargaining unit employees on July 1, 2010. For each job classification listed in Article 1.1 for which an employee has at some time during his/her current continuous period of employment with the Agency been qualified to work, effective July 1, 2010 his/her classification seniority shall start with the number of qualified calendar months during his/her current continuous period of employment with the Agency (also known as "Agency Seniority"). Thereafter, employees shall earn classification seniority in accordance with Article 2.11. For employees whose name appears on any promotional eligibility list between and inclusive of July 1, 2010 and June 30, 2011, should they be promoted from that eligibility list, their classification seniority in their promoted classification shall start with their Agency seniority.

2.12 "Domestic Partners" are those same-gender partners who are registered with a valid Oregon Domestic Partnership Agreement, or who are recognized as married by Oregon law or interstate compact.

2.13 "Emergency" means a weather event, natural disaster event, physical plant malfunction, equipment malfunction, civil unrest, epidemic, officer involved shooting or other similar situations beyond the control of the Agency and for which the Agency could not pre-plan; when normal Agency operations are suspended temporarily. Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by bargaining unit employees. Any disagreement between the Agency and the Association on whether or not a situation should have been declared an “emergency” shall be taken up at Step 2 of the grievance procedure.

2.14 "Employee" means any person employed by the Agency in a bargaining unit position.

2.15 “Fire Dispatcher (FD)” means an employee who is trained to work both call taking and all fire radio positions.

2.16 “Fire Dispatcher (FD) Trainee” means an employee who is actively training in the fire radio discipline.

2.17 “Full-Time Employee” means an employee who is employed by the Agency in a bargaining unit position on a work schedule of thirty-six (36) to forty (40) hours per workweek.

2.18 “Full time equivalent (FTE)” is a measurement of the level of employment. In particular, one (1.0) FTE is equal to a single employee who is scheduled and compensated to work forty (40) hours each workweek, fifty-two (52) weeks each year, for a total of 2,080 work hours each year.
2.19 "Hours Worked" means all compensable hours worked by an employee, including ancillary duties assigned by the Agency including, but not limited to training, jury duty, job-related witness leave, committees, bereavement leave, vacation leave, comp time, Association LWOP for negotiations pursuant to Article 16.7, and holiday leave. This definition does not apply to Attachment 3: Substance Abuse.

2.20 "Immediate Family" means an employee's spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis, sister, and brother. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner.

2.21 "Involuntary Work Schedule Assignment" means a mandate by the Agency to an employee that removes the employee from his/her voluntarily selected work schedule and assigns him/her to a different work schedule. This process is outlined in Article 6.5.

2.22 "Involuntary Work Schedule Adjustment" means a mandate by the Agency to an employee that adjusts the on-duty and corresponding off-duty times of the employee's normal work schedule by not more than two (2) hours. This process is outlined in Article 6.5.

2.23 "Lead Dispatcher" means an employee who is trained to work as a lead dispatcher.

2.24 "Lead Multi-Disciplinary Dispatcher (LMDD)" means an employee who is trained to work as a lead multi-disciplinary dispatcher.

2.25 "Multi-Discipline Dispatcher (MDD)" means an employee who is trained to work call taking positions, all police radio positions and all fire radio positions.

2.26 "Multi-Discipline Dispatcher (MDD) Trainee" means a Police Dispatcher or Fire Dispatcher who is actively training in a cross dispatch discipline.

2.27 "Non-Pay Status" means an employee who, for one or more of a variety of reasons, is not receiving compensation for an absence on an employee's regularly scheduled workday. This does not include an employee using accrued vacation, sick, holiday, or compensatory time off on a normally scheduled workday. This also does not include an employee using donated paid time off as per Agency directive 2.3.7 on a normally scheduled workday.

2.28 "Part Time Employee" means an employee who is employed by the Agency in a bargaining unit position, and who is scheduled part time work on a regular basis at a level of twenty (20) to thirty-six (36) hours per week. Part time employees are eligible for prorated benefits based on the normal work schedule of a full-time employee.
2.29 "Payroll Period" means the payroll period employed by the Agency on a uniform basis.

2.30 "Police Dispatcher (PD)" means an employee who is trained to work both call taking and all police radio positions.

2.31 "Police Dispatcher (PD) Trainee" means an employee who is actively training in the police radio discipline.

2.32 "Probationary Period" means a working test period that begins on the employee’s hire date and ends ninety (90) calendar days after completion of the WCCCA training program for the classification in which the employee was initially hired. During the probationary period the employee is required to demonstrate fitness for the position through actual performance of the duties as described in the employee’s assigned classification’s job description. The probationary period will be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer except as otherwise required by law or this CBA.

2.33 "Qualified Calendar Month" means a calendar month in which an employee has not had more than three (3) regular workdays in a non-pay status. A new employee will be credited with a qualified payroll period following initial appointment in the first half of the month even though having non-pay status in excess of three (3) regular workdays so long as the employee works all of the rest of the working days in the first calendar month.

2.34 "Retiring Employee" means an employee who has provided the Agency with written notice of his/her intent to retire from employment within one (1) year from the date of notice.

2.35 "Shift" means any of the following:

2.35.1 "Day shift" means a work schedule (as defined in Article 2.36) with an on-duty start time between 0400—0959 hrs.

2.35.2 "Swing shift" means a work schedule (as defined in Article 2.36) with an on-duty start time between 1000—1759 hrs.

2.35.3 "Graveyard shift" means a work schedule (as defined in Article 2.36) with an on-duty start time between 1800—0359 hrs.

2.36 "Work Schedule" means a work schedule repeating every seven (7) calendar days, which consists of four (4) consecutive days of work, with corresponding on-duty and off-duty times that provide for ten (10) consecutive hours of work on each of the four (4) workdays, followed by three (3) consecutive days off.

2.37 "Workday" means a period of twenty-four (24) consecutive hours. The first workday commences at the start of an employee’s regularly scheduled work week at the time at which an employee reports for duty.

2.38 "Workweek" begins on Monday at 12:01 a.m. and continues until midnight the following Sunday.
ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY

3.1 The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, sex, national origin, age or mental or physical disability, marital status, sexual orientation, gender, gender identity, disability, genetic information, or other protected status as defined by applicable federal and state law. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of their job which does not constitute an undue hardship for the Agency. Nor shall there be any discrimination against disabled veterans or veterans of the Vietnam era, as defined by federal law.

3.2 There shall be no discrimination because of juvenile record, on-the-job injury, the reporting of unsafe working conditions, and/or any status listed in Article 3.1 above. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, agency or classification seniority rights, legitimate employer business necessity.

3.3 The Association shares responsibility with the Agency for the administration of the Agreement in a manner which conforms to state and federal laws and regulations concerning unlawful discrimination. All references to employees in this Agreement designate employees of all genders. Whenever the male gender is used, it shall be construed to include all employees.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 It is recognized that an area of responsibility must be reserved to the employer if the Agency is to effectively serve the public. Except to the extent expressly abridged by any other provision contained within this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Agency and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

4.1.1 The determination of the services to be rendered to the citizens served by the Agency.

4.1.2 The determination of the employer’s financial, budgetary, accounting and organization policies and procedures.

4.1.3 The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the employer establishing personnel rules and regulations not inconsistent with any other term of this Agreement.

4.1.4 The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, transfer, demote in lieu of layoff or for non-disciplinary reasons, retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish
positions or reorganize the departments or divisions; the right to determine schedules of work (notwithstanding any other provision of this Agreement); the right to schedule employee vacations (notwithstanding any other provision of this Agreement); the right to purchase, dispose and assign equipment or supplies. The right to contract or subcontract any work shall be subject to impact bargaining.

ARTICLE 5 – PAYROLL DEDUCTIONS - DUES AND FAIR SHARE

5.1 The Agency shall as a condition of employment deduct from the pay of the employees covered by this Agreement twice per month as follows:

5.1.1 Association membership dues for those members represented by the Association who individually authorize in writing that such deductions be made. The amount to be deducted shall be certified to the Agency by the Treasurer of the Association.

5.1.2 A service fee, in lieu of membership dues, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of becoming an employee, or who has joined within such time and subsequently withdrawn from membership. The service or fair share fee shall be in an amount equal to Association dues. This service fee or payment in lieu of dues shall be used by the Association to defray its costs for services rendered in negotiations, administration of the contract and improvement of employment relations.

5.1.3 The individual employee Dues or Fair Share deductions from their pay made pursuant to this Article shall be remitted to the official WCDA bank account as a direct deposit. WCDA shall provide the Agency with its bank name, routing, and account information necessary to establish the direct deposits. Thereafter, WCDA will receive employee dues in the form of direct deposit to its bank account. The Agency will provide an itemized statement to the Association or its designee on the first business day after payroll has been issued except for unforeseen processing difficulties or emergencies, in which case it will be remitted at the earliest possibility.

5.2 Any employee objecting to a payment in lieu of dues on bona fide religious tenets or teachings of a church or religious body of which the employee is a member will be allowed to make contribution to a non-religious charity or other charitable organization upon the following terms. The employee must present his objections in writing to the Association and if these objections are well founded, the Association and the employee will establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association.

5.3 If an improper deduction is made and remitted to the Association, the Association shall refund the overpayment to the employee.
5.4 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 good-faith enforcement of the above provisions.

5.5 Within five (5) business days of the date of hire of an employee employed in one of the classifications listed in Article 1.1, the Agency shall notify the Association in writing of that employee's name, position, mailing address and phone number(s).

5.6 Publication. The Agency shall maintain a copy of the current CBA and any effective memoranda of understanding, memoranda of agreement, and/or letters of agreement on both the intranet and the Agency's internet site under "HR Info."

**ARTICLE 6 – HOURS OF WORK**

6.1 The work schedule means hours of work as defined in Article 2.36 (Work Schedule); four (4) consecutive days of work (each of which is a "workday") followed by three (3) consecutive days off (also called a Regular Day Off, or RDO). The parties may establish an alternative schedule by mutual agreement.

6.1.1 The Agency may change an employee's work schedule for purposes of (1) training and (2) transitions between different work schedules if the employee is provided with not less than fourteen (14) calendar days' notice of the change in work schedule. Changes made by the Agency in an employee's work schedule will be in the form of an email sent to the employee's Agency email address. Previously mutually agreed upon documented schedule changes shall not require the fourteen (14) calendar days' notification set forth in this section. Announcements of mandatory training will be published in a Special Information Bulletin (SIB) not less than fourteen (14) calendar days prior to the first day of that particular training cycle. An employee may waive this notice per occasion; however, any waiver must be in writing via email.

6.1.2 In the event that the Agency fails to comply with the notice requirements set forth in Article 6.1.1 above, and if the employee, or the Association on behalf of the employee, gives written notification to an on-duty supervisor when the employee or the Association learns of the change in the employee's work schedule, the employee may be excused from that work schedule change. If the employee or the Association has given written notification about the Agency's non-compliance with Article 6.1.1 above, and the employee is still required to follow the work schedule change, the employee shall receive three (3) hours of pay at the rate of time and one-half in addition to any other paid hours due to the employee pursuant to this Agreement.

6.2 Breaks. All employees shall be relieved from their duty positions for breaks and meal periods based on actual consecutive hours worked rounded to the nearest 15-minute increment, and as follows:
<table>
<thead>
<tr>
<th>Time Range</th>
<th>Break Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 min to 3 hours 59 min</td>
<td>No break, no meal period.</td>
</tr>
<tr>
<td>4 hours to 4 hours 59 min</td>
<td>One 15-minute break.</td>
</tr>
<tr>
<td>5 hours to 5 hours 59 min</td>
<td>One 30-minute meal period.</td>
</tr>
<tr>
<td>6 hours to 7 hours 59 min</td>
<td>One 15-minute break and one 30-minute meal period.</td>
</tr>
<tr>
<td>8 hours to 11 hours 59 min</td>
<td>Two 15-minute breaks and one 30-minute meal period.</td>
</tr>
<tr>
<td>12 hours to 13 hours 59 min</td>
<td>Two 15-minute breaks and one 45-minute meal period, OR three 15-minute breaks and one 30-minute meal period. At the beginning of the workday, the employee shall note their selection on the lunch sign-up sheet, if possible.</td>
</tr>
<tr>
<td>14 hours to 15 hours 59 min</td>
<td>Three 15-minute breaks and two 30-minute meal period.</td>
</tr>
</tbody>
</table>

6.2.1 An employee required to work any length of time during a meal period will be paid at his/her applicable rate for an amount of time equal to the time missed during the meal period.

6.2.2 Employees attending training conducted at WCCCA by WCCCA employees and contractors will be provided with break and meal period time totaling not less than the sum of the meal and break periods listed in the corresponding number of hours worked in Article 6.2.

6.3 **Vacant Work Schedules:** In the event of a vacancy in a work schedule and the Agency does not deem the work schedule to be closed, a change of work schedule may be made on the basis of agency or classification seniority, whichever was used during the work schedule selection process for the then-current work schedule rotation, provided that such change does not create an imbalance as defined in Article 6.5. The work schedule will be open to all qualified employees. If three (3) or more months remain in the work schedule rotation, the work schedule will be subject to selection by volunteers. The employer will determine when a vacancy exists and, in such event, will post the vacancy for four (4) calendar days in a Special Information Bulletin (SIB) and send an email to employees' Agency email accounts. Should the most senior eligible employee advise the Agency of his/her desire to fill the vacant work schedule, the Agency need not keep the vacancy open for the four (4) calendar days. Where an employee voluntarily moves to another work schedule as the result of a vacant work schedule, his/her guaranteed vacation leave will be forfeited, unless the same vacation times are still available on the new work schedule.
6.3.1 Should the Agency or Association designee contact the employee and that employee declines the vacant work schedule, (s)he will be deemed to have waived his/her right to fill the vacant work schedule and the Agency or Association designee may contact the next most senior eligible employee and offer the vacant work schedule to him/her, and so on, until either the work schedule is filled, the four (4) calendar day period expires, or all eligible employees have been contacted and all have declined to fill the vacant work schedule.

6.4 Work Schedule Selection. Annual work schedule selection begins on the first Monday of August of each year for both six (6) month work schedule rotations and will be done by September 1 of each year. The actual work schedule rotations shall commence on or about October 7 and April 7. Employees will select work schedules in descending order of classification seniority, and the work schedule selection process will be according to classification if the Agency has at least twenty-nine (29) FTE FDs and/or MDDs as of the start of the annual Work Schedule Selection process; otherwise, employees will select work schedules in descending order of agency seniority. A number of factors drive this FTE requirement including budgetary considerations, required fire console staffing hours, required fire-trained minimum staffing, the APCO RETAINS algorithm and the Agency’s prerogative regarding a target number of FTE available work hours spent staffing a required fire console position.

6.4.1 Work schedules opened due to addition of qualified FTE. It is the Agency’s intention as soon as possible and practical after an employee completes his/her training as a Police, Fire, or Multi-Discipline Dispatcher to determine his/her work schedule assignment for the remainder of the current work schedule rotation, and if already completed for other employees, the following work schedule rotation. To that end, when a police or fire dispatcher trainee begins training at his/her final radio position, the Agency will analyze the dispatch staffing situation, and within fourteen (14) calendar days, the Agency will post for sign-up a vacant work schedule in accordance with Article 6.3. If there are fewer than ninety (90) calendar days remaining in the work schedule rotation, in lieu of posting a vacant work schedule the Agency may assign the trainee to a work schedule for the remainder of the current work schedule rotation.

6.4.2 When a trainee is nearing completion of dispatch training, the Supervisor who oversees scheduling and Association President will meet to determine a date or specified time when a trainee can participate in the work schedule selection process.

6.4.3 Agency Operations staff and Association E-Board members shall meet at a mutually determined date and time between April 15 and June 30 of each year to discuss the upcoming work schedule selection that takes place in August of each year. The purpose of this meeting is to discuss (1) the Agency’s proposed staffing plan, and (2) personnel who may complete dispatch training on or before November 30. By the Sunday before annual work schedule selection begins, these personnel along with any other additional personnel who are projected to complete dispatch training on or before November 30 will be notified.
by email to each individual employee’s Agency email and will participate in the
annual work schedule selection process. The Agency shall post the blank work
schedule by July 15 of each year. Minor modifications to the work schedule are
permitted after the work schedule is posted, but in no event later than the start of
the Work Schedule Selection process.

6.5 Imbalance. Should management determine that an imbalance exists by
reason of levels of experience, training, or competence on a particular work schedule,
employees from other work schedules may be assigned to such work schedule to
correct the situation, under the following conditions:

6.5.1 Qualified volunteers will be requested to fill an entire work
schedule.

6.5.2 Based on the Agency’s staffing needs, if no qualified volunteers fill
the entire work schedule then volunteers from “qualified” work schedules will be
asked to “flex” their work schedule to cover the identified imbalance hours; five
(5) calendar days will be allowed to complete this process. A “qualified” work
schedule is one where “flexing” will not create any additional staffing shortage.
Employees who voluntarily adjust their work schedule may return to their original
work schedule later in the work schedule rotation in the event that the imbalance
hours are filled by additional employees becoming qualified.

6.5.3 Involuntary Assignments. If any of the identified, qualified
volunteers choose not to flex/adjust their work schedule, an employee or
employees may be involuntarily assigned to a specific work schedule or
involuntarily mandated to flex their work schedule on-duty and off-duty times by
no more than two (2) hours on one or more work days to cover the identified shift
imbalance hours based on the needs of the Agency. An employee may consent
to an involuntary work schedule adjustment of more than two (2) hours. The
Involuntary assignment or flex is for a period up to six (6) months on an inverse
Agency seniority basis (the employee with the least Agency seniority who has not
previously been so assigned and whose involuntary assignment or flex will not
create another imbalance, before the list is exhausted), provided that no
individual will be assigned to such work schedule or required to flex for longer
than six (6) consecutive months. If an employee voluntarily adjusts (flexes)
his/her work schedule, (s)he is ineligible for an involuntary work schedule
assignment or involuntary work schedule adjustment in that same work schedule
rotation. When involuntarily assigned or mandated to flex, the Agency will grant
the employee’s original guaranteed vacation selection.

ARTICLE 7 – OVERTIME

7.1 In the case of a 4/10 workweek schedule overtime shall be all time worked
in excess of forty (40) hours in one workweek or ten (10) hours in one (1) workday.
Compensation shall not be paid twice for the same hours, nor for time not worked.
Compensation shall be in cash or compensatory time as provided below at the rate of
one and one-half (1 ½) times the employee’s regular rate of pay.
7.1.1 For employees whose normal work schedule has been modified by a mandated work schedule flex (pursuant to Article 6.5.3), the ten (10) hour threshold for overtime shall be adjusted to incorporate the number of normal work hours in a workday as adjusted by the flex.

7.1.2 The following example illustrates the intended effects of Article 7.1.1: An employee who selected a work schedule of 0600-1600 Monday through Thursday is mandated to flex each Tuesday from 0600-1600 to 0400-1400 due to a declared imbalance. The workweek begins Monday at 12:01 am. The employee’s first scheduled workday in the workweek is Monday at 0600. The mandated flex to work 0400-1400 on Tuesday results in a total of twelve (12) hours of work on the first workday, eight (8) hours of work on the second workday and ten (10) hours of work on both the third and fourth workdays. Because of the mandated flex, on the first workday of each workweek the ten (10)-hour threshold for overtime pay on the employee’s first workday of the workweek is modified to twelve (12) hours; on the second workday of each workweek the ten (10)-hour threshold for overtime pay is modified to eight (8) hours, while the ten (10)-hour threshold remains unchanged for the third and fourth workdays of each workweek.

7.2 Overtime work performed in less than one (1)-hour increments shall be computed in fifteen (15)-minute increments as follows: Work performed:

   One (1) to five (5) minutes shall be considered time de minimis (not subject to compensation).

   Six (6) to fifteen (15) minutes shall be compensated at one-quarter (1/4) of an hour of overtime.

   Sixteen (16) to thirty (30) minutes shall be compensated as one-half (1/2) of an hour of overtime.

   Thirty-one (31) to forty-five (45) minutes shall be compensated at three-quarters (3/4) of an hour of overtime.

   Forty-six (46) to sixty (60) minutes shall be compensated at one (1) hour of overtime.

7.3 "Work performed" for the purposes of determining overtime shall not include hours spent away from the job on sick leave or leave without pay (LVOP) that is not related to Association business pursuant to Article 16.7; but it shall include hours spent away from the job on job-related witness leave, jury duty leave, bereavement leave, vacation leave, comp time, Association LWOP for negotiations pursuant to Article 16.7, and holiday leave.

7.4 Scheduled overtime, which is to provide coverage for calltaking and dispatch operations, will be posted in the scheduling program for pick-up by qualified employees on a first-come, first-served basis. Scheduled overtime for planned events such as the Tigard Balloon Festival, the Hillsboro Airshow, and the Washington County Fair and Rodeo shall be posted in the scheduling program and sent via text message to
all employees who have opted to receive text messages through the scheduling program one (1) hour prior to the scheduled overtime posting in the scheduling program.

7.5 Mandatory Overtime Work. The Employer reserves the right to fill overtime, scheduled or unscheduled, on a mandatory basis if there are insufficient volunteers and, subject to the Employer's right to avoid unnecessary overtime expense, will do so as follows.

7.5.1 Prior to assigning mandatory overtime work to an employee, the supervisor or in his/her absence, the on-duty lead dispatcher, must pursue all other reasonable means of shift coverage. The Agency shall keep and maintain a log of mandatory overtime assignments. All employees will have access to the log. The Association President shall notify the Agency Operations Manager if the Association decides to "reset" or otherwise change the number of mandatory overtime assignments with which each employee on the list is credited.

7.5.2 Mandatory overtime ("forces") shall be assigned to the qualified employee in accordance with this subsection. In no event will a mandatory overtime assignment cause an employee to work more than twelve (12) consecutive hours except in the case of emergency situations and as described in Article 7.7.2. The lead_supervisor will determine which employees work shift starts immediately after the block to be covered or ends immediately before the block to be covered. Employees who will have worked twelve hours will then be struck from the list. The remaining names will then be sorted in the following order: (1) least number of forces (If a tie, least seniority.); (2) staying late on their Friday or coming in early on their Monday (If a tie, least forces. If still a tie, least seniority.); (3) in on trade (If a tie, least forces based on the employee working the trade. If still a tie, least seniority.). When an employee is scheduled to attend a training session of six (6) hours or more in duration, the employee must be provided with a minimum of ten (10) hours off between the training and work shifts. Employees working trades who may be subject to mandatory overtime are to have their own mandatory overtime assignment history used for purposes of calculating the least number of forces and will receive credit for working mandatory overtime. Employees are subject to mandatory overtime assignments only for hours that either immediately precede or follow a full shift on the work schedule's regularly scheduled workday. This same provision applies to employees working any amount of trade time. For example, an employee working 0600-1600 on a given workday, whether or not it's trade time, may only be subject to mandatory overtime assignment from either 0400-0600 or 1600-1800.

7.5.3 The supervisor, or in his/her absence, the Lead Dispatcher shall provide a minimum of one (1) hour of notice to an employee who is up for a mandatory overtime work assignment, unless the Agency is notified of the need to fill a mandatory overtime work assignment ninety (90) minutes or less before the assignment is to start.
7.5.4 A Dispatcher Trainee shall not be placed on the list of eligible employees until: (1) the Police Dispatcher Trainee is certified to work solo at three (3) police radio positions, one of which must be SO1/SO2 or Beaverton, (2) the Fire Dispatcher Trainee is certified to work solo at all fire console positions, or (3) the Fire Dispatcher, as a Multi-Discipline Dispatcher Trainee, is certified to work solo at three (3) police radio positions, one of which must be SO1/SO2 or Beaverton, whichever applies.

7.5.4.1 A trainee may be deemed ineligible for overtime work, after the coach consults with the Training Coordinator and there is a belief that overtime (no distinction between mandatory or voluntary), will negatively impact the training progress.

7.5.5 The Agency utilizes the scheduling program to post available overtime. Employees who want to be contacted for voluntary overtime are to do so using the current notification system. Such notification will include the employee's cell phone number(s) and carrier at which the employee would like to receive text alerts of available overtime. Overtime pages may occur twenty-four (24) hours a day.

7.5.6 The Association President shall advise the Operations Manager of where on the list of employees eligible for mandatory overtime assignments a newly eligible employee shall be placed.

7.6 Compensatory time off may be accrued by full-time and part-time employees (as defined in Article 2.28) to a maximum of eighty (80) hours. Compensatory time off may be scheduled by mutual agreement between the Agency and the employee. Compensatory time off not taken by June 30 will be paid to employees on the first pay date in July. If a carry-over of accrued compensatory time has been requested by an employee and approved by the Agency prior to July 1, such amount of compensatory time may not be carried forward past September 15 without written authorization from the Agency Director.

7.7 Pacific Standard and Daylight time changes. In accordance with the Energy Policy Act of 2005, daylight time begins on the second Sunday in March and ends on the first Sunday in November. On the second Sunday in March, clocks are set ahead one (1) hour at 2:00 a.m. local standard time, which becomes 3:00 a.m. local daylight time. On the first Sunday in November, clocks are set back one (1) hour at 2:00 a.m. local daylight time, which becomes 1:00 a.m. local standard time.

7.7.1 Employees on-duty during the time change from Pacific Standard Time (PST) to Pacific Daylight Time (PDT) shall be paid for the actual hours worked plus one (1) hour of paid administrative leave. In this sense, employees are paid for their full regularly scheduled shift, even though the change from PST to PDT causes employees to actually work one (1) hour less than technically scheduled.

7.7.2 Employees on-duty during the time change from Pacific Daylight Time (PDT) to Pacific Standard Time (PST) shall be paid for all actual hours worked. The extra hour worked during the time change will be paid at one and
one-half (1½) of the employee’s hourly rate; however, it is not considered an assignment of mandatory overtime work. Where an employee is scheduled to go off-duty at 0200 hrs, that employee will be required to work the additional hour (when 0100-0200 repeats for a second time). Mandatory overtime during the transition to PST may cause employees to work thirteen (13) consecutive hours.

7.8 Mandatory training or voluntary committee assignments on RDOs. An employee required to attend mandatory training or who is a member of a chartered committee and performing authorized work outside of his/her normal work schedule will be paid at one and one-half (1½) times the employee’s regular rate, regardless of the number of hours worked by the employee during the same workweek.

7.9 Cancellation of overtime work assignments. The Agency will notify employees of the cancellation of an overtime work assignment a minimum of twelve (12) hours in advance of the scheduled (and subsequently cancelled) assignment. The exceptions to this obligation will be (1) in those instances where the Agency did not have thirty-six (36) hours of notice of the employee’s cancellation of his or her leave, which then eliminated the need for previously approved overtime work; and (2) in those instances in which the overtime work assignment is in conjunction with the end of a regular or overtime shift.

7.9.1 Employees are not required to check their WCCCA email account while off-duty, a non-WCCCA email account at any time, nor respond to any communication/notice during off-duty time. Employees may, at their option, acknowledge and/or respond to a cancellation notice while off-duty, however, the time spent performing this activity is considered time de minimis and not subject to compensation.

7.9.2 Cancellation of a middle portion(s) of a multiple-block overtime work assignment, regardless of the timeframe of such notice, requires mutual agreement between the employee and Agency. “Multiple-block overtime work assignment” means three (3) or more consecutive two (2)-hour blocks of time outside of an employee’s normal work schedule.

7.9.3 An employee must acknowledge receipt of a cancellation notice no later than as soon as reasonably possible during his/her next work shift following the cancellation.

7.9.4 Honoring Voluntary Overtime. An employee will not have voluntary overtime cancelled if the sole intent of such act is to assign him/her mandatory overtime at a different time.

ARTICLE 8 – ADMINISTRATION OF THE SALARY PLAN

8.1 Rates of Pay. Each employee shall be paid at one of the steps of the range prescribed for his/her assigned job classification, and as listed in Schedule A, attached hereto. New employees may, at Agency discretion, be hired at or moved to a classification and step which recognizes the employee’s prior experience and level of competence, but in no event above Step 3 of the corresponding salary range.
8.2 Continuous Service. In recognition of continuous regular full-time and part-time service, each full-time and part-time employee (as defined in Article 2.28) with the following years of continuous full-time and part-time service with the Agency as of November 30 of each year will be paid an annual longevity pay in a lump sum with his/her regular first paycheck in December as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent (%) of top Step Police Dispatcher Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 – 9.99</td>
<td>One percent (1%)</td>
</tr>
<tr>
<td>10-14.99</td>
<td>One and one-half percent (1.5%)</td>
</tr>
<tr>
<td>15-19.99</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>20 – 24.99</td>
<td>Two and one-half percent (2.5%)</td>
</tr>
<tr>
<td>25 – 29.99</td>
<td>Three percent (3%)</td>
</tr>
<tr>
<td>30 or more</td>
<td>Five percent (5%)</td>
</tr>
</tbody>
</table>

8.2.1 Where an employee moves from full-time to part-time or vice versa during the year (between December 1 and the following November 30), the longevity bonus will be pro-rated based on their hours worked as a full-time and part-time employee. Periods of work-related disability leave shall count towards this full year work requirement. Full-time and part-time employees who are employed by the Agency due to a consolidation with another dispatch agency shall receive one-hundred percent (100%) credit for continuous full-time or part-time years of service with the prior agency, provided there is no break in service between the consolidating agency and WCCCA.

8.3 Merit Step Increases. When an employee has performed satisfactorily, as determined by the Agency, the employee shall be granted a merit step increase at the completion of twelve (12) qualified calendar months from the employee's Agency anniversary date, and additionally, an increase to the next succeeding step of the range shall, on continued satisfactory performance, be granted upon completion of every twelve (12) qualified calendar months since the last in-range increase until the employee has reached the top of the salary range for his/her assigned classification. The failure to evaluate an employee's performance will not be the basis for withholding a merit step increase.

8.4 Promotions. A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. When an employee is promoted, demoted or reinstated, the action shall take place at the beginning of a payroll period, and the employee shall receive compensation at the same step in the new range beginning on the date of promotion.
8.4.1 Employees who, during the probationary period, fail to meet the requirements of a position to which they have been promoted or who request to return to their previous position shall be permitted to return to their previous position without loss of their original classification seniority or benefits. A request to demote during the probationary period under this provision requires Agency approval due to the impact an unanticipated request for voluntary demotion has on overall operations staffing. Generally, the Agency is unlikely to approve a request for a voluntary demotion to take effect between the time the Agency and Association meet to discuss the upcoming work schedule (Article 6.4.3), and the conclusion of the work schedule selection process (Article 6.4).

8.4.2 Promotions to bargaining unit positions shall be from within the Agency and shall be based on performance appraisals, test scores, and Agency seniority. Promotions to the position of Operations Supervisor shall be from within the bargaining unit or the Training Coordinator position unless there are insufficient qualified internal candidates, in which case the Agency may hire a qualified external candidate. The Agency will determine the duties, qualifications, and number of positions in its sole discretion. The process for conducting promotions will be jointly discussed between the Agency and WCDA.

8.5 Demotions.

8.5.1 A demotion is an appointment to a classification which has a lower maximum salary rate than the employee's present classification or a reduction in pay. When a classification demotion occurs, the Agency shall appoint the demoted employee to a salary within the salary range of the lower classification which is less than or equal to the employee's present salary.

8.5.1.1 In any demotion, the employee shall retain their Agency seniority.

8.5.1.2 If the demotion is due to performance or corrective action, the employee will not retain classification seniority if the employee is later repromoted back into same position.

8.5.1.3 If demotion is in lieu of layoff or Agency downsize, the employee will retain classification seniority in previous position when repromoted.

8.5.2 Demotion during Career Probation. At any time during a career probationary period, an employee may be demoted or transferred to the employee's former classification without loss of former classification seniority but without right of appeal under Article 21 (Grievance Procedure) or to the Oregon Employment Relations Board (ERB). The Agency shall notify the employee, in writing, of the reasons for the demotion. The incumbent of the former position shall be returned to the appropriate list and/or to the incumbent's former position in like manner. This includes an appointment of a career employee out of the Association to an Operations Supervisor position who then demotes and returns to the Association-represented work group during their twelve (12)-month probationary period.
8.5.3 Voluntary Demotions outside of career probation are subject to Agency staffing minimums and the Agency will retain sole discretion. Due to the impact an unanticipated request for voluntary demotion has on overall operations staffing, generally, the Agency is unlikely to approve a request for a voluntary demotion to take effect between the time the Agency and Association meet to discuss the upcoming work schedule (Article 6.4.3), and the conclusion of the work schedule selection process (Article 6.4). If the voluntary demotion is allowed, the employee will retain the classification seniority (s)he earned in the previous classification when (s)he demotes to that classification. An employee who desires to voluntarily demote must submit his/her request in writing to the Agency Director. This request must include the reason for the request to voluntarily demote, the classification to which the employee desires to voluntarily demote, and the employee’s desired effective date of the demotion. The Agency Director, or his/her designee, shall advise the employee, in writing, of approval or denial within thirty (30) calendar days of receipt of the written request. This deadline may be extended by written mutual agreement between the employee and Agency.

8.6 Payment of Salary

8.6.1 Unless indicated otherwise in Schedule "A," compensation shall be deemed to mean compensation per hour. All employees shall be paid on the basis of actual number of hours worked, including authorized leave with pay.

8.6.2 Payday. Payday shall be semi-monthly and shall occur on the seventh (7th) and the twenty-second (22nd) of each month. In the event that either of these dates falls on a Saturday, Sunday or holiday on which banking institutions will be closed, the payday shall be moved forward to the first business working day preceding the holiday. In the event of a change in this payroll system, the Association will be notified at least sixty (60) calendar days in advance of the proposed change and the payroll system will not be changed on less than fourteen (14) calendar days’ notice to the employees. Employees will be allowed to participate in a direct deposit system.

8.6.3 Overpayment. Should the Agency determine it overpaid an employee, the Agency shall advise the employee of the overpayment in writing. The overpayment shall be repaid by the employee using one of the following repayment options, as selected by the employee: employee may elect to have entire overpayment recouped on the next available payroll check following discovery of the overpayment; or the employee and the Agency may agree on a payment schedule. The repayment schedule will generally not exceed the same number of pay periods in that the overpayment occurred; the Agency Director may elect to extend the repayment period under special circumstances. An employee may opt to pay off the amount of overpayment ahead of the agreed upon repayment schedule. Any such accelerated payment shall be documented in writing. In the event a separating employee has been overpaid, this overpayment may be recovered from the employee’s final payroll check in accordance with state law.
8.6.4 Underpayment. When the Agency has notice that an employee has not been paid the full amount the employee is owed on a regular payday and there is no dispute between the Agency and the employee regarding the amount of the unpaid wages:

If the unpaid amount is less than five percent (5%) of the employee’s gross wages due on the regular payday, the employer shall pay the employee the unpaid amount within seven (7) calendar days, but in no event later than the next regular payday; or

If the unpaid amount is five percent (5%) or more of the employee’s gross wages due on the regular payday, the employer shall pay the employee the unpaid amount within three (3) calendar days after the employer has notice of the unpaid amount, excluding Saturdays, Sundays and holidays.

8.7 Personnel Action Form (PAF)

8.7.1 Any time there is a change in an employee’s classification, rate(s) of pay, agency or classification seniority (except for on-going qualified calendar month credit), salary anniversary date or any action that will impact the employee’s current rate of pay or future rate of pay, a personnel action form (PAF) shall be completed by the Agency.

8.7.2 Employees who receive PAFs have an obligation and a responsibility to review them and ensure their accuracy. If an employee notes errors, omissions or inaccuracies with a PAF, the employee shall notify Payroll via email or written correspondence of the errors, omissions or inaccuracies as soon as the employee is aware of them. This correspondence shall serve as documentation that the employee notified the Agency of a problem.

8.7.3 Once the Agency has been notified, in writing, about a problem, it shall be obligated to review, investigate and, as necessary, remediate the error without unreasonable delay.

8.8 Rate of Pay on Appointment from Layoff List. When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the employee shall be paid at the same salary step at which such employee was being paid at the time of the layoff. There will be no break in service if recall occurs within eighteen (18) months from the date of layoff. In no event will time spent on layoff be counted as time worked for Agency or classification seniority, pay, or benefit purposes. Upon recall within eighteen (18) months of layoff, the employee shall begin to accrue benefits and status toward merit step increases as if there had been no break in service.

8.9 Loss of Qualified Calendar Month Credit. A career employee, other than one laid off, who is separated from Agency service and within six (6) months of this separation, subsequently returns to Agency employment, shall regain previously accrued agency seniority, classification seniority, and benefits.
8.10 **Deferred Compensation.** The Agency will match an employee's payroll contributions to one of the Agency's deferred compensation plans to a maximum of one percent (1%) of the employee's gross wages for each pay period. Agency contributions will be to a plan qualified under Section 401(a) of the Internal Revenue Code. Employer matching contributions will begin in the first pay period after an employee's successful completion of his/her initial six (6) months of employment. Employer matching contributions will vest immediately.

8.11 **Wage Rates for New Classifications.** When any classification not listed in Schedule A is established, or when an existing classification is substantially revised, the Agency will notify the Association and the parties will bargain to establish a wage range.

8.12 **Utilization of a trainee to meet floor operations minimum staffing.** If a Dispatcher trainee is utilized to staff a working position that would otherwise be posted for overtime coverage, the Dispatcher trainee shall be compensated for that time worked at step one (1) of the position into which (s)he is working up.

8.13 **Change in employment status.** A full-time employee may submit to the Agency Director a written request to reduce to a part-time employment status. Likewise, a part-time employee may submit a written request to increase to full-time employment based on the following process:

8.13.1 The written request must identify a date on which the change in employment status is requested to be effective and the notice must be submitted at least ninety (90) calendar days before the requested effective date. The Agency shall advise the employee, in writing, of approval or denial within thirty (30) calendar days of receipt of the written request. This deadline may be extended by written mutual agreement between the employee and Agency.

8.13.2 A submitted written request to change from full-time to part-time employment level begins a twenty-four (24) month period in which any future request by the employee to change from full-time to part-time status would be denied by the Agency. However, the Agency may make an exception on a case-by-case basis due to mitigating, extreme or exigent circumstances.

**ARTICLE 9 – SPECIAL WAGE PROVISIONS**

9.1 **Higher Classification Work.** Whenever staffing levels dictate or an emergency situation arises where an employee is required to perform any work in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the first step in the higher classification, or at five percent (5%) above the employee's regular rate, whichever is greater. An employee must work at the higher classification for at least one (1) hour in his/her shift to be paid higher classification pay for that hour. This Article does not apply to on-the-job training.

9.2 **Call Back.** Any employee required to report to work outside his/her normal work schedule for reasons other than scheduled training or committee related work (both of which are covered under Article 7.8) shall be compensated at the rate of time and one-half (1½) for actual time worked or three (3) hours of work, whichever is higher. This section shall apply to members of the Agency Tactical Dispatch Team (TDT) called
back outside the employee's normal work schedule, including scheduled warrant service callouts, and excluding those instances when the employee agrees to flex their regular schedule to accommodate the warrant service.

9.3 **Workers’ Compensation Provision.** Employees are insured under the provisions of the Oregon State Workers’ Compensation Act for injuries received while at work for the Agency. The day of injury shall be considered a workday and employee will receive his normal salary for that day. The employee who sustains an injury which is compensable, under the workers’ compensation law, in addition to compensation received from workers’ compensation shall, upon the employee’s request, receive from the Agency, in lieu of wages, the difference between the workers’ compensation payments and the amount of the employee’s regular straight-time wages, less the amounts ordinarily withheld from the employee's straight-time wages for state and federal income taxes and social security contributions, for a period not to exceed thirty (30) days from the date upon which such workers' compensation payments commence, which additional payment in lieu of wages shall be charged against the employee’s accrued leave.

9.4 **Coach Premium Pay.** Employees who are designated as a Coach, in addition to their regular duties, will receive an eight percent (8%) premium in addition to their regular salary for all hours worked, including overtime hours, and paid leave. In addition to coaching assigned trainees, Coach duties may include preparing classroom training material, instructing Agency training, assisting the Training Coordinator in the Performance Management Division and other training related duties. Coaches are recognized as primary Agency Instructors.

9.4.1 The Coach designation is a specialty assignment, and the Agency and Association recognize the need to have the most qualified employees perform as Coaches. A review of each Coach will be conducted at the time of his/her annual performance evaluation with consideration to compliance with both performance and behavioral expectations as a Coach. An employee shall be removed from the Coaching Program at his/her own written request. If the Agency determines that an employee designated as a Coach is not meeting coach performance and/or behavioral expectations, the Agency’s first remedy shall be to notify the employee of his/her performance or behavioral issues and/or deficiencies and give the employee an opportunity to correct such issues and/or deficiencies by placing the employee on a Performance Improvement Plan (PIP) for a minimum of one (1) month and a maximum of three (3) months. Failure to successfully complete the PIP will result in removal of the coach from the Coaching Program. While the coach must still be afforded due process and just cause for any discipline or corrective action against him/her, the Agency does not need to meet the progressive discipline requirement of just cause in matters related to the employee's performance and behavior as a Coach. Removal from the Coaching Program under the foregoing provisions is subject to the dispute resolution processes outlined in Article 21; however, such removal, if performance related, shall not reflect discredit on the employee.

9.4.2 Use of Temp-up Coaches from a list of Eligible Coach Candidates. Employees having been successful in the Coach selection process
are placed on a list of eligible candidates for assignment to the Coach position. For the duration of their placement on this list, those employees will be eligible to participate in training opportunities available to the Coach Team. In order to maintain the skills learned in training and to afford opportunities for self-development in preparation for the position of Coach, and to ensure continuity in trainee development, each of these employees may be utilized as a Temp-up Coach as short-term needs arise. Employees who are designated as a Temp-up Coach, in addition to their regular duties, will be utilized for short-term coaching assignments lasting no more than seventeen (17) calendar days in succession. Such employees will receive an eight percent (8%) premium in addition to their regular salary for all hours worked, including overtime hours and paid leave, but only during the period assigned as a Temp-up Coach.

9.4.3 The Agency, at its sole discretion, may utilize both non-bargaining unit staff and bargaining unit members to instruct in calltaker academies as needed on a relatively equal ratio basis (one-on-one basis or equal time involvement defined as less than a ten percent \(<10\%\) margin of difference in total paid hours between non-bargaining unit personnel and bargaining unit employees). The Agency, at its sole discretion, will choose the bargaining unit member(s) that will participate in the call taking academy instruction. The Agency, at its sole discretion, shall determine whether it will either (1) relieve one or more bargaining unit members from their normal duties during their regularly scheduled workday so they can participate in the development, preparation, and/or instruction of a calltaker academy (thus using the bargaining unit member(s) at straight time wage rate), or (2) authorize the payment of overtime for one or more bargaining unit member(s) outside of their regularly scheduled shift. This does not require the Agency to (1) utilize a calltaker academy or (2) utilize non-bargaining unit staff in the development, preparation, and/or instruction of the calltaker academy. The Agency may elect to use only bargaining unit members in the development, preparation, and/or instruction of the calltaker academy.

9.5 Instructor Premium Pay. Employees who prepare or present an instructional class at WCCCA or as designated by the Agency for the purpose of instructing WCCCA employees will receive a ten percent (10%) premium for all actual course and class preparation time hours if the employee is not already receiving Lead or Coach premium. This time spent must be pre-approved by the Agency, and shall include all actual course or class time instruction hours, up to the maximum amount of time allotted as designated by the Agency.

9.6 Agency Tactical Dispatch Team (TDT). If the Agency establishes a team of people whose duties include supporting the Washington County Tactical Negotiations Team (TNT) with radio telecommunications, dispatching services and/or event/incident documentation services, the members of the Agency TDT shall be bargaining unit members. The Agency shall provide TDT members with all equipment, supplies or Personal Protective Equipment (PPE) required by the Washington County TNT Command Staff of TDT members. Refer to Agency Administrative Directives for PPE requirements.
9.6.1 Should the Agency desire to establish a specialty team comprised of bargaining unit employees, the Agency agrees to bargain with the Association over all matters related to such establishment including, but not limited to, team member qualifications, appropriate Agency supplied equipment, any potential pay premium, hours and working conditions.

9.7 Uniform Allowance. When the Agency requires, by policy, the employee to wear uniform clothing, the Agency will provide language in the policy that defines acceptable items of uniform clothing and any restrictions or guidelines associated with the clothing. Any changes in the uniform policy that substantively affect the amount and type of uniform clothing that could be purchased by the employee with their annual uniform allowance will require a re-negotiation of the annual allowance stipulated in Article 9.7.1. To the extent that changes in the Appearance Directive constitute a mandatory subject of bargaining or impact a mandatory subject of bargaining, the parties agree to bargain over such changes.

9.7.1 On the first business day in July of each year the Agency will provide an annual uniform allowance of two hundred fifty dollars ($250.00) in the form of a “credit” at a company of the Agency’s choosing for the purchase of uniforms. Effective July 1, 2018, the annual uniform allowance will be increased to three hundred dollars ($300.00).

9.7.2 Maintenance and cleaning of uniforms is the responsibility of the employee.

9.7.3 The annual uniform allowance will be reviewed by the Agency and WCDA before the end of January each calendar year, to ensure the current uniform allowance is adequate based on the policy and the type of uniform clothing the Agency requires.

9.8 Bilingual Pay. Employees will receive a premium of seventy-five dollars ($75.00) per pay period in addition to their regular salary for all hours worked, including overtime hours and paid leave, for certification of a second language. Certification will be made by an oral examination approved by the Agency. The Agency will decide which language or languages are eligible for this premium. Spanish will be one of the languages approved by the Agency.

**ARTICLE 10 – EMPLOYEE FILES**

10.1 The official personnel file shall be maintained by Administration in accordance with Agency Directives. The personnel file may be used in disciplinary actions and promotional processes. Verbal warnings not made a part of the official personnel file may be introduced as evidence of work-related job history if the employee has been notified of such documentation within five (5) working days thereof. Verbal warnings shall be subject to the grievance procedure to the level of the Agency Assistant Director.

10.2 The supervisory note file shall be maintained by Operations Supervisors in accordance with Agency Directives. Documents in the supervisory note file may be
used in disciplinary actions and promotional processes if the employee has received a copy of all documents in the note file prior to such use.

10.3 The training file shall be maintained by the Training division in accordance with Agency Directives. The training file may not be used to initiate disciplinary actions or investigations. The training file may be used and/or reviewed by the Agency or Association as part of the disciplinary interview as described in Article 20.2.1(e), and the promotional processes if the employee has received a copy of all documents in the note file prior to such use.

10.4 Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her employee files. Employee files shall not include a supervisor’s day book or personal notes.

10.5 An employee shall be furnished a copy of all materials placed in his/her personnel, supervisory or training file no later than seven (7) calendar days from the date of placement. An employee may respond, in writing, within ten (10) days from the date thereof, to any item placed in such employee file, and said response shall become a part of said file.

10.6 No portion of an employee's personnel or supervisory file shall be transmitted outside the Agency without the employee's consent or an order of a court of competent jurisdiction. In such event, the Agency will transmit only the information requested in the valid court order. The Agency will advise the employee via in person communication (desired method) or email message to the employee’s Agency email account of such transmittal no later than the calendar day on which the transmittal occurs.

10.6.1 Employees shall be notified via email message to their Agency email account within a reasonable time period of any information from his/her training file that is transmitted outside the Agency.

10.7 Upon employee request, documentation related to discipline up to and including written reprimands shall be removed from the personnel file after thirty-six (36) months from placement in the file. Documentation related to such discipline will be removed from the personnel file only if there is no further documentation concerning the same general conduct or performance issue during the thirty-six (36) month period following said documents' placement in the file. Removed documentation shall be retained in a file of purged documents which thereafter may be used to establish forewarning or for litigation defense.

10.8 Evaluations. References to verbal warnings in an employee's performance evaluation will be blacked out prior to inclusion of the performance evaluation in the employee’s personnel file.

ARTICLE 11 – HOLIDAY

11.1 During each qualified calendar month of service, employees shall accrue four (4) hours per pay period of holiday leave. Accruals will be prorated for part-time employees. Employees who desire the holiday leave earned in a pay period to be paid
in the same pay period shall provide such timely notice using the Agency’s designated payroll process.

11.2 Holiday leave shall be scheduled in the same manner as Vacation, as described in Article 12.

11.3 There shall be no additional pay for time worked on holidays, except for these specified days and times: Thanksgiving Day, Christmas Eve, Christmas Day, July 4th from 1800 to 2359, July 5th from 0000-0600, December 31st from 1800-2359, and January 1st from 0000-0600. Employees who work on these specified days and times will be paid time and one-half (1 1/2) for all work performed. Such pay for time worked on these specified days and times will not impact the employee’s Holiday leave. This provision does not impact the point at which an employee becomes eligible for overtime pay as outlined in Article 7. Employees who are called to work or who sign up to work on these specified days and times, and who are also eligible for overtime pay as outlined in Article 7, will be paid at a rate of two (2) times the employee’s established rate as set forth in Schedule A for all overtime hours worked.

11.4 Accrued Holiday leave may be carried from year to year and if unused in a fiscal year, go into the employee’s vacation bank on the pay period ending July 15. No more than sixty (60) holiday hours may be carried forward, which are included for purposes of the employee’s maximum vacation leave accrual bank outlined in Article 12.2. For purposes of calculating guaranteed vacation, the converted hours will be available on July 1. Employees utilizing conversion hours between July 1 and July 15 shall notify payroll via email prior to July 1.

**ARTICLE 12 – VACATION LEAVE**

12.1 Accrual of Vacation. Upon completion of six (6) months of qualified payroll periods, all full-time employees shall be credited with forty-eight (48) hours of vacation leave. Accruals will be prorated for part-time employees.

Thereafter, vacation leave shall be credited on the following basis:

<table>
<thead>
<tr>
<th>Number of Months of Continuous Service</th>
<th>Number of Vacation Hours Earned Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 to 60</td>
<td>4 hours</td>
</tr>
<tr>
<td>61 to 120</td>
<td>5 hours</td>
</tr>
<tr>
<td>121 to 180</td>
<td>6 hours</td>
</tr>
<tr>
<td>181 to 240</td>
<td>7 hours</td>
</tr>
<tr>
<td>241 and over</td>
<td>8 hours</td>
</tr>
</tbody>
</table>

12.2 Maximum Accrual. The maximum accrual of vacation leave for any employee shall be four hundred twenty (420) hours as of June 30 of each year. The Agency may authorize individual exemption to this limitation however, if an employee leaves the Agency service, that employee may be reimbursed for not more than four hundred twenty (420) hours.
12.3 As of June 30 of each year those employees who have used at least forty (40) hours of vacation leave in the previous twelve (12) months may, at their request, cash in any accrued vacation leave hours in excess of two hundred (200) hours. Such payment shall be made in the following payroll period and shall be at the employee’s regular straight time base salary.

12.4 Vacation Scheduling. Vacation scheduling shall be subject to the maintenance of adequate staffing levels as determined by the Agency.

12.5 Guaranteed vacation (GV) scheduling by Agency seniority. The Agency and Association will utilize the following process to schedule guaranteed vacation leave:

12.5.1 Each year the guaranteed vacation scheduling calendar shall begin on October 15 and end on October 14 of the following year.

12.5.2 Each year beginning no later than the day after Labor Day in September, the Agency shall publish and make available to employees a guaranteed vacation schedule calendar, and this date shall be the start of the guaranteed vacation scheduling process. On each calendar day of the guaranteed vacation schedule calendar there will be at least six (6) slots evenly distributed among all shifts (as defined in Article 2.35) based on minimum staffing needs.

12.5.3 At the beginning of the guaranteed vacation scheduling process each employee shall have available to use for guaranteed vacation scheduling a number of hours equal to the number of vacation hours (s)he is slated to earn annually as per Article 12.1 as of the day of the bid. From this guaranteed vacation allowance employees may, at their discretion, sign-up on one or more available (vacant) guaranteed vacation day slots using the following guidelines.

12.5.3.1 Guaranteed vacation hours scheduled by the employee reduce his/her guaranteed vacation allowance on an hour for hour basis, and must be used in full work shift increments (e.g. eight (8), ten (10) or twelve (12) consecutive work hours).

12.5.3.2 There are three (3) rounds of guaranteed vacation scheduling. At the start of the guaranteed vacation scheduling process, for each of the three (3) rounds the Agency will assign in Agency seniority order a date and corresponding one (1) hour block of time to each employee eligible to use vacation leave during the guaranteed vacation schedule calendar. While employees may submit their choice(s) of guaranteed vacation leave in writing via email prior to their scheduled sign-up time, an employee’s desired vacation time is not guaranteed until the Agency confirms the desired time is, in fact, available on the guaranteed vacation schedule calendar.

12.5.3.3 During the first two (2) rounds of guaranteed vacation scheduling, guaranteed vacation leave must be in blocks of one (1), two (2) or three (3) consecutive shift weeks. For the purposes of this section, a shift week is the seven (7) day period that corresponds to an employee’s
work schedule as defined in Article 2.36. Guaranteed vacation leave submitted in less than a full week increment will be rounded up to the nearest whole week only for scheduling purposes (e.g., an employee desiring only two [2] ten-hour work days off will have twenty [20] hours debited against his/her guaranteed vacation allowance, but will be considered to have chosen a one [1] week block of time). Where an employee requests guaranteed vacation leave on his/her “Friday” and their following “Monday,” the employee will be considered to have scheduled guaranteed vacation leave in a block of two (2) weeks (or three [3] weeks as the case may be). Work days bid must be consecutive; however, if an employee bids consecutive shift weeks but the GV slots are full on one (1) or more of the days bid, the remaining days of the bid will be considered consecutive for the purposes of the bid.

12.5.3.4 During the third (3rd) round of guaranteed vacation scheduling guaranteed vacation leave must be in blocks of whole workdays. However, unlike the first two (2) rounds of guaranteed vacation scheduling, in the third (3rd) round the workdays need not be consecutive.

12.5.3.5 Guaranteed vacation must be taken as vacation leave and deducted from the employee’s vacation accruals.

12.6 Guaranteed vacation leave scheduling outside of the first three (3) rounds. Once the first three (3) rounds of guaranteed vacation scheduling are complete, employees may sign up for additional guaranteed vacation leave throughout the year on first-come first-served basis (not Agency or classification seniority based) as follows:

12.6.1 At the time of scheduling, there must be an available (vacant) slot on the guaranteed vacation schedule calendar corresponding with the employee’s assigned work schedule. The employee must provide the Agency with no less than a thirty (30) calendar-day written notice from the start of the desired guaranteed vacation leave by e-mail to scheduling@wccca.com.

12.6.1.1 Operations Supervisors will review submitted leave requests and update the guaranteed vacation schedule calendar not less than once per week. Operations Supervisors will process the leave request and notify the requesting employee within five (5) calendar days of the submittal date of the leave request.

12.6.2 At no point during the three (3) rounds of guaranteed vacation scheduling may an employee have scheduled guaranteed vacation leave that exceeds his/her guaranteed vacation allowance as outlined in Article 12.5.3. For guaranteed vacation requested for dates after October 15, 2018, once the third (3rd) round of guaranteed vacation scheduling is complete, an employee may schedule guaranteed vacation leave, in whole workday increments, up to the employee’s then-current vacation leave accruals.

12.7 Cancellation of guaranteed vacation leave. Throughout the year employees, at their discretion, may cancel previously approved guaranteed vacation leave as follows:

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12.7.1 The employee must provide a written notice via email of the cancellation of his/her guaranteed vacation leave to the agency thirty-six (36) hours prior to the start of that leave. In its discretion and upon a showing of good cause by the employee why the request could not have come sooner, the Agency may approve a request to cancel guaranteed vacation with at least thirty-six (36) hours’ notice.

12.7.2 Guaranteed vacation leave previously scheduled by the employee, but which is later rescinded by the employee increases that employee’s guaranteed vacation allowance on an hour for hour basis. These hours, in addition to the existing hours in his/her allowance, are available to the employee to schedule in accordance with Article 12.5 and 12.6.

12.8 Short notice leave. Short notice leave is defined as discretionary leave requests submitted with less than thirty (30) calendar days’ notice and includes vacation, comp and holiday leave. Short notice leave requests are not guaranteed until approved by the Agency. Employees may submit a short notice leave request to the Agency as follows:

12.8.1 Short notice leave requests shall be submitted via the scheduling program.

12.8.2 Operations Supervisors will process leave requests within five (5) calendar days. If the employee requires immediate feedback on their leave request, it shall be the responsibility of the employee to make face-to-face contact with an Operations Supervisor or in his/her absence, the on duty Lead Dispatcher. The request will then be processed as soon as possible, but no more than twenty-four (24) hours after the discussion with a supervisor or Lead Dispatcher. Processing a discretionary leave request occurs when an Operations Supervisor or Lead Dispatcher evaluates the leave request and determines either (1) the leave request is approved without the employee needing to be replaced (VNR), (2) the leave request is posted in the scheduling program as overtime available for pick-up (VP), or (3) the leave request is denied (VD).

12.9 Adequate leave accruals. Employees must have adequate leave accruals at the start of approved vacation, comp or holiday leave. If an employee is on leave, other than authorized leave without pay (LWOP), unpaid administrative leave, or state and/or federal protected status leaves without adequate accruals at any point during the scheduled leave, such leave will be considered an unauthorized leave which may subject an employee to disciplinary action.

12.9.1 Except for state and/or federal protected status leaves, if an employee does not have sufficient leave accruals to cover his/her vacation, comp or holiday leave, the leave is not authorized. It is solely the employee’s responsibility to ensure (s)he has sufficient leave accruals to cover any vacation, comp or holiday leave.

12.10 Payment of Leave. An employee who is terminated or an employee who is laid off in excess of sixty (60) days shall be compensated for his/her accrued and unused vacation leave. In the event of an employee’s death, payment of such vacation
leave shall be made to his/her surviving spouse, and if there is none, then to the deceased employee's estate.

**ARTICLE 13 – SICK LEAVE**

13.1 **Sick leave accrual.** Employees shall accrue sick leave at the rate of four (4) hours per pay period. Accruals will be prorated for part-time employees. Sick leave may be accrued without limit.

13.2 **Sick leave utilization.** An employee who is unable to perform his/her duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care which cannot be scheduled outside working hours, exposure to contagious diseases, or critical illness in his/her immediate family which requires attendance of the employee, may utilize accrued sick leave.

13.2.1 An employee may be required to furnish a completed fitness for duty evaluation form for each use of sick leave where the employee's supervisor has reasonable cause to believe there has been an abuse of sick leave or there is a utilization of sick leave for reasons other than those provided in Article 13. Patterns of sick leave utilization may be considered for purposes of this provision provided an employee's sick leave balance shall not of itself be sufficient to constitute reasonable cause to believe that sick leave abuse has occurred.

13.2.2 An employee returning to work following an absence of three (3) or more consecutive regularly scheduled workdays for the employee's own minor illness or injury may be required to present an informal health care provider (HCP) return to work (RTW) document.

13.2.2.1 An employee returning to work following an absence of three (3) or more consecutive regularly scheduled workdays for the employee's own serious illness, injury or health-related circumstance that may affect the employee's ability to perform their duties in a safe and effective manner, or communicable disease (see Attachment 1 to Directive 2.2.17), must contact Human Resources. In these circumstances, as well as any circumstance in which health care screening and/or monitoring is required by federal, state or local law, the Agency may require a fitness for duty evaluation (FFDE) (Attachment 3 of Directive 2.2.17) to be completed by a HCP.

13.2.2.2 The use of a FFDE or a RTW by the Agency will comply with state and federal laws.

13.2.3 Sick leave abuse shall be cause for disciplinary action including termination of employment. Total sick leave usage including patterns of usage will be reviewed every quarter. Probable cause to believe sick leave abuse has occurred may (depending on the circumstances of each employee's use of sick leave) include the following:

13.2.3.1 Two or more sick leave absences in conjunction with scheduled vacation leave, holiday leave or comp time in a backwards-
looking ninety (90)-calendar day period beginning with the employee's most recent use of sick leave in conjunction with scheduled vacation leave, holiday leave or comp time.

13.2.3.2 Use of sick leave for short-notice absences as soon as accrued in the quarter.

13.2.4 Sick leave shall be authorized because of critical illness or serious injury in the employee's immediate family, if the employee's attendance to the family member is necessary.

13.2.5 In the case of an employee's use of sick leave for unpredictable illness or injury, notification should be given of the employee's intent to use accrued sick leave as soon as practical but in no event less than one (1) hour prior to commencement of the shift. For a temporary absence covered by sick leave which is predictable, (i.e., non-emergent surgery or pregnancy), the employee shall give the Agency sufficient notice to plan for staffing during the employee's absence and shall provide the Agency with a written statement from the attending physician stating the date the leave is to begin.

13.3 Sick Leave Without Pay. This provision only applies to leave that is not protected by state and/or federal leave laws. When the Agency has knowledge that an employee has exhausted his/her sick leave accruals, and there are no other accruals available to the employee, the Agency will contact the employee and notify the employee of the lack of accruals. Subsequently, should the employee attempt to utilize sick leave when they have no accruals, the Agency will require the employee to complete prior to returning to work the WCCCA Fitness for Duty Evaluation Form (Attachment 1). Additionally, the employee must request, in writing, sick leave without pay. The Agency shall authorize up to sixty (60) normal workdays as Sick Leave Without Pay for the remaining period of disability after earned sick leave has been exhausted. Satisfactory evidence may be required by the Agency, in accordance with Article 13.2.2 above.

13.4 Leave donations will be made by employees pursuant to Directive 2.3.7.

**ARTICLE 14 – OTHER LEAVES**

14.1 Jury Duty and Witness Leaves. Employees shall be granted leave with full pay anytime they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the Agency for all witness fees or pay for jury duty (except private mileage expenses). If on an authorized leave of absence, the employee may retain any compensation received.

14.2 Military, Parental, Alternative Service, and Peace Corps Leave. Military, parental, alternative service and Peace Corps leave shall be granted in accordance with state and/or federal law. The Agency will, at the employee's written request, continue contributing to the Agency's portion of the employee's health care benefits while the employee is on military leave. This benefit shall be for no longer than twelve (12) consecutive months, or for any combination of twelve (12) months in a rolling thirty-six (36)-month period, beginning with the first date of approved Military Leave.

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14.3 **Bereavement Leave.** An employee shall be allowed Agency-paid bereavement leave not to exceed three (3) normally scheduled workdays off with pay for death in the employee's immediate family. An additional two (2) normally scheduled workdays of Agency-paid bereavement leave may be allowed when approved by the Agency Director. Under exceptional circumstances, bereavement leave for death may be granted by the Agency Director upon death of a relative other than a member of the employee's or employee's domestic partner's immediate family. For purposes of this Article only, "Immediate family" shall be understood to mean the definition provided in Article 2.20, corresponding-in-laws, step-siblings, and others living in the same household with the employee.

14.4 **Leaves of Absence without Pay**

14.4.1 **Absence without Authorized Leave.** No employee shall be absent from duty without permission of the Agency. An employee absent for three (3) consecutive normally scheduled workdays without authorization, except for an unavoidable situation, shall be considered to have terminated his/her employment with the Agency as of the last day of active employment.

14.4.2 **Leave of Absence without Pay.** In instances where the operation of the Agency will not be seriously handicapped by the temporary absence of an employee, the Agency Director may grant leaves of absence without pay not to exceed one hundred eighty (180) calendar days. The leave may be renewed or extended upon approval of the Agency in consultation with the Association President. Request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee shall not be authorized a leave of absence without pay until all but eighty (80) hours of vacation leave accruals shall have been applied toward payment for the absence. Such leave shall not be granted for the purpose of other employment, and an employee who accepts other employment while on leave will be considered to have terminated his/her employment as of the date the leave of absence began. An employee shall continue to accrue Agency and classification seniority during a leave of absence without pay approved pursuant to this Section.

14.5 **Travel, Training and Conference Attendance.**

14.5.1 Notices of work-related training seminars and conferences shall be posted at the Agency. All employees will have an equal opportunity to sign up in order to be considered for attendance, and all employees signing up for work-related training seminars will be considered for attendance. However, preference will be granted to those employees demonstrating an interest and/or commitment to the training topic.

14.5.2 The training department will track the training completed by each employee, and whether or not an employee has already attended training during that calendar year will be a factor in the decision to approve subsequent training requests.
14.5.3 Food, lodging and travel expenses shall be paid by the Agency according to the approved guidelines outlined in Agency Directive 2.3.18 provided the employee provides the required documentation.

14.5.4 Agency mandated training, conferences or meetings. The Agency shall pay tuition and instructional material costs of any employee required by the Agency to attend a regular course of instruction, conference, or business meeting.

14.5.5 Employee requested training, educational course(s), conferences or meetings. An employee who voluntarily attends a course of instruction which is directly related to the business of the Agency may receive tuition and instructional costs payment from the Agency if (s)he has successfully completed the course of instruction. The Agency and employee agree to follow Administrative Directive 2.3.14, Tuition Reimbursement.

14.6 Educational Leave. After completing one (1) year of service as a Career Employee with the Agency (s)he may be granted a leave of absence without pay for employment-related educational purposes at an accredited school. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon approval of the Agency Director. Employees may also be granted leaves of absence, with or without pay, for educational purposes for reasonable lengths of time to attend conferences, seminars and other functions of a similar nature that are attended to improve or upgrade the individual's skill or professional ability, provided it does not unreasonably interfere with the operation of the Agency.

14.7 Family Leave. Eligible employees shall be entitled to family and medical leave in accordance with the Agency's policy and subject to the requirements of Oregon or federal leave law.

14.8 Inclement Weather. Employees are expected to report to work on time during extreme weather conditions. If an employee is unable to get to work on his/her own, and the Agency is unable to provide a transportation solution, the employee may use vacation, comp or holiday leave accruals and not report to work until transportation can be established. If no accrued leave is available, the Agency Director will authorize leave without pay (LWOP).

14.9 The Agency will notify invited employees when it receives notice of an invitation to attend the Tualatin Valley Fire and Rescue Survivors' Breakfast. If the event takes place during an employee's (or employees') regular shift, one (1) invited employee will be granted paid leave to attend the event. If on-duty staffing allows, other invited employees will be granted leave to attend. If necessary, all invited employees will have time posted for coverage to allow them to attend the event if the overtime shift is covered. If the event takes place outside an employee's regularly scheduled shift, the employee will be paid for the time spent attending the event.
ARTICLE 15 – MANDATED BENEFITS

15.1 Public Employees Retirement System.

15.1.1 The Agency agrees to continue its participation as a member of the Public Employees Retirement System (PERS) of the State of Oregon for employees eligible to participate in PERS, or the Oregon Public Service Retirement Plan (OPSRP) for employees eligible for OPSRP.

15.1.2 Employees who retire while a member of the bargaining unit and an active member of PERS may utilize one-half (1/2) of their accrued but unused sick leave with pay for the purpose of calculating PERS retirement benefits as provided under ORS 238.350 and applicable PERS regulations.

15.1.3 Effective January 1, 2011, the Agency agrees to pick up the employee’s contribution to the Oregon Public Employees Retirement System and Oregon Public Service Retirement Plan in the amount of six (6) percent of the employee’s annual salary.

15.1.4 If any part of this provision is held invalid for any reason by a court or administrative body having competent jurisdiction, or applicable law is revised during the term of this Agreement, the remaining provisions shall continue to be valid and in full force and effect.

15.2 Other Mandated Benefits. The Agency will provide Social Security, Unemployment Insurance and Workers’ Compensation Insurance as required by state law.

ARTICLE 16 – BARGAINING UNIT PROVISIONS

16.1 The Association President shall certify in writing to the Agency Director the names of the Association’s authorized representatives. Representatives will normally be expected to perform Association business on their own time, subject to Article 16.2 hereof.

16.2 Association Business. Employees who desire to conduct Association-sanctioned business may request a leave of absence without pay under the normal leave of absence provision. The Association President, or his/her designee, shall submit a written request to the Agency Director at least fourteen (14) calendar days before the leave is to begin. Any such request shall be subject to the scheduling requirements of the Agency.

16.3 Bulletin Board. The Agency shall provide space at the Agency for an Association Bulletin Board, which may be used by the Association for the posting of Association information.

16.4 Contract Negotiation. For purposes of periodic contract renewal negotiations the parties will make every effort to schedule negotiating sessions during non-working time of a majority of the Association’s bargaining committee. The time,
date and place for negotiation sessions shall be established by mutual consent of the parties.

16.5 The Agency will pay to the Association five thousand dollars ($5,000.00) per year for the purpose of supporting Association representatives' attendance at conferences, classes, meetings, and contract negotiation sessions. The payment will be made no later than December 15 of each fiscal year. The WCDA will maintain adequate records that demonstrate that the funds expended from this annual payment are used for the purposes of representing bargaining unit members.

16.6 Pursuant to PECBA 243.672.1(e), the Agency will meet with the Association E-Board to bargain about mandatory subjects and/or mandatory impacts associated with SOGs, SIBs, and Directives.

16.7 Beginning on January 1st of the year in which the labor agreement is scheduled to expire, LWOP taken by up to four (4) members of the Association's designated negotiating team plus a note-taker, for a total of five (5), will be considered time worked for the purpose of calculating overtime. Only LWOP taken on the day of scheduled negotiations meetings attended by both parties shall be treated in this manner.

**ARTICLE 17 – SENIORITY**

17.1 If two (2) or more employees are hired on the same date, Agency and classification seniority shall be initially assigned in descending order beginning with the employee ranked highest on the eligible hire list maintained by the Agency.

17.1.1 Seniority for employees hired after July 1, 2010, will be determined by each employee's ranking on the eligible hire list maintained by the Agency, in descending order, beginning with the employee ranked highest. This will represent each employee's Agency seniority as well as Police Dispatcher classification seniority. If any employee is promoted into another classification, seniority will be determined by the order in which the employee was promoted.

17.1.2 This amendment in Article 17.1.1 supersedes any past practice of "training sign-off date" seniority determination and/or "pre-training drawn straws" seniority determination.

17.2 Agency seniority shall be used in determining vacations, mandatory overtime assignment, involuntary work schedule assignment, layoff order, and recall. Agency seniority will be a factor used in consideration for promotions among qualified employees who are otherwise suited to fill the vacancy, as well as when selecting employees for additional training opportunities. Agency seniority shall be used in determining voluntary vacant work schedule assignments pursuant to Article 6.3 and work schedule selection pursuant to Article 6.4.

17.3 Classification seniority shall only be used in determining work schedule selection and involuntary work schedule assignments pursuant to Articles 6.4 and 6.5, respectively. However, in order for classification seniority to be a determining factor in
an employee's work schedule, classification seniority must have been a determining factor for all employees at the beginning of the then-current work schedule rotation.

17.4 The Agency shall maintain separate and current Agency seniority and classification seniority lists posted on the Agency intranet.

17.5 Bargaining unit employees promoted or transferred to classifications outside the bargaining unit will retain accrued Agency and classification seniority but will accrue no additional classification seniority for service in a classification outside the bargaining unit; however, such employees will retain Agency seniority.

ARTICLE 18 – LAYOFF AND RECALL

18.1 Reason for Layoff. The Agency may lay off an employee for reasons which do not reflect discredit on the service of the employee. Duties performed by laid-off employees may be reassigned to other employees who hold positions in appropriate classifications. No separation of an employee from service for disciplinary action shall be considered a layoff. No layoffs or reduction to a lower classification shall be executed so long as there are part-time employees serving within the affected classification(s).

18.2 Classification To Be Reduced For Purpose of Layoff. The Agency shall determine the number of positions in a specific classification to be reduced. Layoff shall be in inverse order of Agency seniority, as defined in Article 2.2.

18.3 Notice of Layoff. All affected employees will be given written notification by the Agency at least sixty (60) calendar days before the effective layoff date. The notice shall state the effective date of layoff, the reasons for the layoff, and that the layoff is for reasons not reflecting discredit on the employee. The Agency shall supply the Association with a copy of the layoff list for each classification.

18.4 Benefits Continuation. The Agency will continue the Agency’s contribution toward the cost of medical, dental and vision insurance premiums through the end of the first full calendar month following layoff provided the employee elects COBRA continuation coverage for that calendar month.

18.5 Recall from Layoff. Recall shall be in reverse order of layoff, provided the employee is qualified for the work. An employee shall retain rights to recall for eighteen (18) months following the date of the layoff. When an individual is appointed from the recall list to a position in the same classification in which the person was previously employed, the individual shall be paid at the same step under the current salary plan at which such employee was being paid at the time of layoffs. Recalled employees will have vacation leave (if not paid), sick leave and Agency and classification seniority existing at the time of their layoff restored upon recall, but will not continue to accrue these benefits during the time they were laid off. If an employee has been transferred as a result of a layoff, that employee shall have the right to transfer back to his/her former classification, if the Agency is going to recall an employee in that classification. The transfer back shall be on a classification seniority basis in the classification of the employee at the time the transfer occurred.
18.6 Removal of Names from Recall List.

18.6.1 The Agency may remove the name of an employee from the recall list if the laid-off employee fails to return to work within ten (10) calendar days from his/her receipt of written notice of recall.

18.6.2 The failure by an employee to return to work within twenty-one (21) days of the sending of written notice of recall by certified mail shall result in the employee's name being removed from the recall list.

18.6.3 The Agency shall notify the Association upon the sending of any certified mail notice described above of the names, addresses and telephone numbers of employees receiving such notices.

18.6.4 Employees on the recall list must advise the Agency of any changes in their address or telephone number.

18.7 Bumping Rights.

18.7.1 An employee who is laid off may bump to an equal or lower classification in the bargaining unit provided the position exists, if the employee is qualified for the work involved as determined by the Agency and the employee has greater classification seniority in the bargaining unit than the least senior employee in the classification into which (s)he seeks to bump.

18.7.2 Employees to be laid off may submit written requests to bump to the Agency within ten (10) calendar days of the date of receipt of official notification of layoff. The Agency shall notify employees, in writing, whether bumping requests have been granted or denied within ten (10) calendar days of the date of the employee's written request to bump. If a written request to bump is granted, the employee bumped shall acquire the rights under this Section. If no request to bump is received, the employee shall be slated for laid off.

18.7.3 Non-bargaining unit employees, employed as Operations Supervisors or Training Coordinators, may exercise retained classification seniority, as outlined in Article 17.5, by bumping into a classification within the bargaining unit only for purposes of avoiding layoff. Written notice of intention of an Operations Supervisor or Training Coordinator to exercise accrued bargaining unit classification seniority must be given within ten (10) days of notice of layoff to both the Agency Director and the Association President or their respective designees.

ARTICLE 19 – NO STRIKE AND NO LOCKOUT

19.1 No Strike. During the term of the Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike at the Agency, work stoppage or slowdown at the Agency, picketing at the Agency, or any other interruption of Agency service.
19.2 **No Lockout.** During the term of the Agreement, the Agency agrees there will be no lockout of the employees in the Association.

**ARTICLE 20 – DISCIPLINE AND DISCHARGE**

20.1 **Discipline.** Discipline may include verbal warning, written reprimands, suspension, suspension of voluntary overtime (including on-duty special assignments), removal from specialty assignments and/or teams, demotion and termination of employment. No career employee shall be disciplined or discharged except for just cause. All disciplinary action imposed upon an employee may be protested as a grievance through the grievance procedure subject to the limitations as outlined in Article 10.1 and Article 21.2. A verbal warning shall be done in a manner which will not embarrass the employee before other employees or the public.

20.2 **Due Process.** The Agency will follow the procedures outlined below if disciplinary action is being considered:

20.2.1 **Disciplinary Interviews.**

a. Prior to any interview which the employee reasonably believes may result in disciplinary action, the employee may choose to invoke his/her legal right to have an Association representative and/or Association legal counsel present during the interview. This right applies to informal discussions between an employee and an Agency supervisor about allegations of potential misconduct, which the employee reasonably believes may result in disciplinary action.

b. In the event the Agency decides to conduct a formal interview for alleged disciplinary misconduct, the employee and the Association President or his/her designee will receive written advanced notice of its intent to interview him/her a minimum of twenty-four (24) hours prior to the scheduled interview, which will give the nature of the allegations and a reasonable time for an Association representative and/or Association legal counsel to be present, if requested by the employee and as provided by law. The employee and an Association representative may execute a written waiver of the twenty-four (24)-hour pre-notification.

c. The interview generally shall take place at Agency facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere as determined by the Agency.

d. The Agency generally shall conduct these interviews during the employee’s regular working hours, except for emergencies or where interviews can be conducted by telephone as determined by the Agency. The employee shall be compensated for his/her time spent in the interview as time worked in accordance with all applicable provisions of this Agreement, except that Article 9.2 (Call Back) does not apply.

e. In any investigation, the employee may be required to answer any questions related to the subject matter under investigation, or those issues which
may arise during the course of the investigation, or information related to the employee's understanding of the rule, policy, or standard in question and mitigating factors. The employee may be disciplined for refusing to answer such questions. In the event the Agency orders the employee to answer questions for purposes of its disciplinary investigation, and reasonably believes that the employee may have engaged in criminal conduct, the Agency shall provide the written "Garrity" warning, such that testimony and evidence received from the employee could not be used for any criminal prosecution of the employee.

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

g. If the Agency or Association records the interview, a copy of the complete interview of the employee shall be furnished, upon request, to the other party. If any part of any such recording is transcribed by the Agency or the Association, a copy shall be furnished to the other party.

20.2.2 Pre-Disciplinary (Loudermill) Hearing. Prior to imposing proposed discipline above a written reprimand, the employee and Association representative shall be notified, in writing, a minimum of forty-eight (48) hours prior to the scheduled hearing, of the potential level of discipline being considered, the standards or rules violated and the facts supporting potential disciplinary action. The notice will also include a reminder of the employee's right to have an Association representative and/or Association legal counsel present at the pre-disciplinary meeting. In accordance with the PECBBA, the Agency will supply a copy of all documents, including but not limited to investigative files, reports, summaries, transcripts and other documents relating to the proposed discipline, to the Association representative or the Association's legal counsel upon request prior to the hearing. At this meeting, the employee may provide additional evidence and/or mitigating circumstances, or the employee can provide such information, in writing, prior to the date set for such meeting. The Agency agrees not to reach a final decision on the discipline imposed until after the date set for such meeting.

20.2.3 Imposing Discipline. Any employee being disciplined at or above a written reprimand will be given a specific written notice on or prior to the effective date, including a summary of facts, the policy violations or misconduct that occurred, and the disciplinary sanction imposed. The Association President will be given a copy of the same notice contemporaneously via e-mail. An Association representative, upon request, shall be furnished with a copy of documentation supporting the disciplinary action as provided under the PECBBA.

20.2.4 The Agency does not have to provide multiple copies of information provided pursuant to either Article 20.2.1, 20.2.2 or 20.2.3.

20.3 Challenge. Protests of the discipline of any employee shall be made through the regular Grievance Procedure set forth in Article 21.2. The Association may process a grievance concerning suspension, demotion or discharge at Step 2 of the Grievance Procedure.
20.4 **Rules.** The Agency may establish rules or general orders, including "Guidelines for Corrective Action," that are not in conflict with any specific provisions of this Agreement. The Association shall be notified of the Agency's intent to establish such rules or general orders where the rules or general orders raise a duty to bargain over mandatory subjects or impacts on a mandatory subject of bargaining as provided under the PECBA.

20.5 **Probationary Period.** The provisions of this Article shall not apply to termination, corrective, or disciplinary action which occurs during an employee's probationary period.

20.6 Notwithstanding any other provision of this Agreement, if the Association requests records concerning past discipline imposed by the Agency as part of its investigation of a grievance concerning discipline or discharge, the Agency will produce the records requested, if available, to the extent relevance is shown as required by law, regardless of where the records are stored.

**ARTICLE 21 − CONFLICT RESOLUTION**

21.1 **Voluntary, non-binding Mediation and Facilitation.** In an effort to empower employees to resolve conflicts and disputes at the lowest level possible, an employee may request to mediate a conflict or dispute over an alleged violation of the terms of this CBA and conflict between Agency employees.

21.1.1 Participation in a mediation or facilitation shall be voluntary for all involved parties, and any such mediation or facilitation shall be conducted in accordance with the Agency's Conflict Resolution Directive. The Agency shall bargain any changes to this directive with the Association prior to implementing any changes to the directive.

21.1.2 The mediator has no power to make factual findings, render a decision, or bind the involved parties to a particular outcome. Where the mediation involves at least one (1) bargaining unit member, any costs of the mediator will be equally split between the Agency and the Association.

21.1.3 The Association or an employee may request mediation in an attempt to resolve an alleged violation of this CBA within twenty (20) calendar days of the alleged violation, or within twenty (20) calendar days of the date on which the employee knew, or reasonably should have known, of its alleged occurrence. If the request is made by an employee, the Association will be advised of the request for mediation as soon as practical after the request is made. The parties to the mediation shall have thirty (30) calendar days to complete the mediation process; however, the parties may extend this deadline in writing by mutual agreement.

21.2 **Grievance Procedure.** A grievance shall be defined as a claim that a specific provision of the Agreement has been violated and that rights under a provision of this Agreement have been adversely affected as a result thereof. Verbal warnings shall be subject to the grievance procedure to the level of the Agency Director. Only grievances as defined herein shall be subject to the following procedures:
Step 1. The Association or the employee may file a grievance within twenty (20) calendar days of its alleged occurrence, or within twenty (20) calendar days of the date on which the employee knew, or reasonably should have known, of its alleged occurrence. If, prior to filing a grievance at Step 1, the Association and/or employee participated in voluntary mediation or facilitation (as outlined in Article 21.1) in an attempt to resolve the issue(s), the Association or the employee shall have twenty (20) calendar days from the date on which the mediation or facilitation took place in which to file a grievance. The grievance shall be reduced to writing, stating the facts as known, the contract provision in question and the remedy sought. The grievance shall be submitted to the Agency’s designated Grievance Officer, with copies to the Association (if filed by an employee) and the Agency Director. A response, in writing, shall be due from a designee of the Agency or the Agency Director within twenty (20) calendar days of submittal by the Association or employee. If the response comes from the Agency Director, the parties shall proceed directly to Step 3 and shall not present the grievance as described under Step 2 below.

Step 2. If the grievance is not settled, it may be presented in writing by an Association representative to the Agency Assistant Director, within twenty (20) calendar days after the response from the Agency is due. The Agency Assistant Director shall respond to the Association representative, in writing, within twenty (20) calendar days of submittal by the Association representative.

Step 3. If the grievance still remains unsettled, an Association representative may, within forty-five (45) calendar days after the reply of the Agency Assistant Director is due, serve notice to the Agency Director of the Association’s intention to arbitrate the grievance.

21.3 The time limits prescribed in this Article shall be jurisdictional but may be extended by mutual consent of the parties involved. Failure on the part of the Agency to respond within the prescribed time limits presented in Steps 1 and 2 shall automatically advance the grievance to the next step.

21.4 Nothing in this Article is intended to deprive the employee of his/her right to representation by the Association at any step of this procedure as (s)he may choose. The Association shall have exclusive decision making authority over whether or not to file a timely referral to arbitration under Step 2 and any such decision reached in good faith shall be binding on the employee grievant involved.

21.5 After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Employment Relations Board (ERB) for a list of the names of eleven (11) Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, by the
method of alternative striking names under which the first strike shall be determined by coin flip. The final name left on the list shall be the arbitrator.

21.6 Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or list. The arbitrator's decision shall be final and binding. But (s)he shall have no power to alter, modify, add to or detract from the terms of this Agreement. His/Her decisions shall be limited to application, interpretation or violation of specific language contained in the Agreement. The arbitrator shall be asked to submit his/her award, in writing, within thirty (30) days from receipt of the parties’ post-hearing briefs.

21.7 The Agency and Association shall equally divide the cost of any hearing room and the cost for any mutually agreed upon court reporter. The arbitrator's fees and expenses shall be shared equally by the parties.

ARTICLE 22 – DRUG AND ALCOHOL TESTING

22.1 The parties agree that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance constitutes a serious threat to the health and safety of the public, to the safety of fellow workers, and to the efficiency of Agency operations. The parties, therefore, agree that a drug and alcohol testing procedure will be included in this CBA. By this reference Administrative Directive 2.2.21, Substance Abuse Policy is made a part of this CBA as "Attachment 3," and it will be governing for all employees covered by this Agreement and will be subject to bargaining.

ARTICLE 23 – BENEFITS

23.1 Employees will be eligible for medical, dental, vision, life, accidental death and dismemberment (AD&D), and long-term disability insurance effective on the first calendar day of the month following the date of hire. Coverage normally will terminate at the end of the last day of the month in which employment ends.

23.2 Medical Insurance. Through the insurance carrier of its choice, the Agency shall offer to employees both the Regence Copay A medical insurance plan and the Kaiser Copay B medical insurance plan, or plans providing reasonably comparable overall benefits. In addition, all medical insurance plans offered shall include the available Alternative Care and Hearing Aid Benefit riders as part of the plan design and benefits provided.

23.3 Dental Insurance. Through the insurance carrier of its choice, the Agency shall offer to employees Delta Dental Plan III (with orthodontia), Kaiser Dental (with orthodontia), and Willamette Dental (with orthodontia) insurance plans, or plans providing reasonably comparable overall benefits.

23.4. Vision Insurance. Through the insurance carrier of its choice, the Agency shall offer to employees both the VSP-1 12/12/24 Vision Care plan (part of Regence health insurance plan) and Kaiser Vision (part of Kaiser health insurance plan), or plans providing reasonably comparable overall benefits.
23.5 **Medical, dental and vision insurance premium share matrix.** The current employee share and employer share of medical, dental and vision insurance plan premiums is shown in Schedule B, which, by this reference is made a part of this CBA. Employee portions of all medical, dental and vision insurance plan premiums shall be collected by the Agency via authorized pre-tax payroll deduction.

23.6 **Medical, dental and vision insurance plan premium cost share.** The cost share arrangement, between the employee and the employer, related to premiums for MEDICAL, DENTAL AND VISION INSURANCE, shall have the Agency pay ninety-four percent (94%) of the premiums for the term of this Agreement, and shall have the employee pay six percent (6%) of the premiums for the term of this Agreement. However, employee-only is covered one hundred percent (100%) by the Agency.

23.7 **Joint Insurance Committee (JIC).** All insurance carriers shall be left to the discretion of the Agency. In the event that (1) a current medical, dental or vision insurance plan becomes unavailable, (2) the Agency or Association wants to change plans or the provisions of one or more plans, or (3) an insurance plan's premium increases more than ten percent (10%) for the benefit year, the Agency and Association agree to convene the Joint Insurance Committee. Three (3) bargaining unit members, as selected by the Association, and three (3) non-bargaining unit Agency employees, as selected by the Agency, shall comprise the JIC. The purpose of the JIC shall be to evaluate existing, available options that reduce the cost of the insurance plan(s) and then determine what course of action, if any, to take towards reducing overall insurance plan premiums. Should the JIC be unable to reach a consensus, either party may choose to resolve the issue through mediation or arbitration.

23.8 **Disability Insurance.** The Agency agrees to provide all employees with an Agency-paid long-term salary continuation (disability) plan with the following provisions: at least sixty percent (60%) of the employee's gross monthly earnings, up to a maximum benefit of six thousand dollars ($6,000), at the time the employee becomes disabled; after a ninety (90)-day waiting period; and end when the disabled employee reaches retirement age as defined by the Social Security Administration (SSA). Eligibility and benefits will be as set forth in the plan.

23.9 **Life and AD&D insurance.** The Agency will provide for each employee an Agency-paid group term life insurance policy with accidental death and dismemberment (AD&D) coverage at not less than $50,000 ($5,000 for dependents).

23.10 **IRS Section 125 Plan.** The Agency shall provide at its expense to employees a Section 125 Plan (currently provided by CIS/ASIFlex) for employees' use to cover eligible out-of-pocket costs for medical, dental and vision insurance, as permitted under the terms of the plan options available.

23.11 **Employee Assistance Program (EAP).** The Agency shall provide an EAP through the carrier/provider of its choice. However, should the agency choose to change its current EAP provider, the new EAP benefits will not be substantially less than those currently offered.
23.12 Voluntary Benefits. The Agency agrees to continue to offer voluntary, employee-paid benefits including supplemental life insurance and AFLAC benefit programs, provided such plans remain available to the Agency.

23.13 Post Employment Health Plan (PEHP) / Voluntary Employees Beneficiary Association (VEBA). Effective July 1, 2018, and each month thereafter, the Agency will contribute fifty dollars ($50.00) per employee per month into each employee’s HRA/VEBA Trust Account.

ARTICLE 24 – SAVINGS CLAUSE

If any Article or section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or section should be restricted by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section. The purpose of such negotiations shall be to restore to the parties the benefits of the bargain reached by this Agreement before the Article or section of this Agreement was declared unlawful or unenforceable.

ARTICLE 25 – EFFECTIVE DATE AND DURATION

25.1 This Agreement shall be effective upon execution by both parties (except as otherwise specifically provided herein) and shall remain in full force and effect until the 30th day of June, 2020. However, the economic provisions of this Agreement that are specifically identified as retroactive shall be effective and retroactive as specifically written in this Agreement.

25.2 This Agreement shall be renewed from year to year thereafter, unless either party notifies the other in writing not later than March 1, 2020, that it wishes to modify this Agreement.

DATED 20th day of September, 2018.

WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY

By [Signature] Mayor Denny Doyle
Chair, WCCCCEO Executive Board

By [Signature] Kelly Dutra
WCCCCEA Director

WASHINGTON COUNTY DISPATCHERS ASSOCIATION

By [Signature] Jeff Zeigler
WCDA President
**SCHEDULE A: Bargaining Unit Wages**

Effective and retroactive to July 1, 2017, the wage rates in effect on June 30, 2017, will increase by two and one-tenth percent (2.1%).

Effective and retroactive to July 1, 2018, the wage rates in effect on June 30, 2018, will increase by two percent (2%).

Effective January 1, 2019, the wage rates in effect on December 31, 2018, will increase by two percent (2%).

Effective July 1, 2019, the wage rates in effect on June 30, 2019, will increase by two percent (2%).

Effective January 1, 2020, the wage rates in effect on December 31, 2019 will increase by three percent (3%).

Therefore, the listed wage rates are published as follows:

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<tr>
<td>MDD</td>
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<td>$35.41</td>
<td>$37.18</td>
<td>$39.04</td>
<td>$40.99</td>
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</tr>
</tbody>
</table>
# SCHEDULE B: Medical / Dental / Vision Insurance Premium Share

Schedule B shall be updated by the Agency not later than June 30 of each year after rates are substantiated by the Agency and Association.

## WCCCA Premium Contribution Rates

**January 1, 2017-December 31, 2017**

<table>
<thead>
<tr>
<th>Provider</th>
<th>Level of Coverage</th>
<th>Total Monthly Premium</th>
<th>Agency Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regence w/ Alt Care &amp; VSP</td>
<td>Employee</td>
<td>$ 704.38</td>
<td>$ 704.38</td>
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<tr>
<td></td>
<td>Employee + child</td>
<td>$ 1,310.01</td>
<td>$ 1,231.41</td>
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<tr>
<td></td>
<td>Employee + spouse</td>
<td>$ 1,494.80</td>
<td>$ 1,405.11</td>
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<td>Employee + children</td>
<td>$ 1,748.48</td>
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<td>Employee + family</td>
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<tr>
<td>Kaiser w/ Alt Care &amp; Vision</td>
<td>Employee</td>
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<tr>
<td></td>
<td>Employee + child</td>
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<tr>
<td></td>
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<td>$ 1,332.65</td>
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<tr>
<td></td>
<td>Employee + children</td>
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<td>$ 1,579.36</td>
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<tr>
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<td>Employee + family</td>
<td>$ 1,931.14</td>
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<td>ODS</td>
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<td>Employee + child</td>
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<tr>
<td></td>
<td>Employee + spouse</td>
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<td>$ 114.59</td>
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<td>Employee + children</td>
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<td>Employee + family</td>
<td>$ 226.30</td>
<td>$ 212.72</td>
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</tr>
<tr>
<td>Kaiser Dental</td>
<td>Employee</td>
<td>$ 81.49</td>
<td>$ 81.49</td>
<td>$0.00</td>
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<tr>
<td></td>
<td>Employee + child</td>
<td>$ 127.01</td>
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<td></td>
<td>Employee + spouse</td>
<td>$ 144.13</td>
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<td>$8.65</td>
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<tr>
<td></td>
<td>Employee + children</td>
<td>$ 236.81</td>
<td>$ 222.60</td>
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<tr>
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<td>Employee + family</td>
<td>$ 271.71</td>
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<tr>
<td>Willamette Dental</td>
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<tr>
<td></td>
<td>Employee + family</td>
<td>$ 154.23</td>
<td>$ 144.98</td>
<td>$9.25</td>
</tr>
</tbody>
</table>
## WCCCA Premium Contribution Rates

January 1, 2018-December 31, 2018

<table>
<thead>
<tr>
<th>Provider</th>
<th>Level of Coverage</th>
<th>Total Monthly Premium</th>
<th>Agency Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regence w/ Alt Care, Hearing &amp; VSP</strong></td>
<td>Employee</td>
<td>$642.41</td>
<td>$642.41</td>
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<td>Employee + family</td>
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<td><strong>Kaiser w/ Alt Care, Hearing &amp; Vision</strong></td>
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<td>Employee Contribution</td>
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<td>------------------------------</td>
<td>-------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
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<td>$187.86</td>
<td>$11.99</td>
</tr>
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<td>Employee + family</td>
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<td>Employee + family</td>
<td>$169.01</td>
<td>$158.87</td>
<td>$10.14</td>
</tr>
</tbody>
</table>
WCCCA Fitness for Duty Evaluation: CONFIDENTIAL

**Name of Patient:** ____________________________  **Date:** ______________

Your patient is an Emergency Call-Taker and Dispatcher at a 9-1-1 Communications Center. Emergency Service human performance guidelines list Essential Functions which your patient must be able to perform. The functions include:

- ✓ Physical abilities needed to perform the duties of a 9-1-1 Call-Taker and Emergency Dispatcher.
- ✓ Mental abilities needed to maintain situational awareness and safe working environments for firefighters and police officers.
- ✓ Cognitive abilities associated with multi-tasking and information processing.

An inherent element of an Emergency Dispatcher and 911 Call-Taker job includes functioning as an integral component of a team, where sudden or subtle incapacitation of an individual can result in mission failure or increased risk of injury or death to civilians, law enforcement officers, or firefighters. Given the patient’s physical and/or mental condition, I ask you, as the evaluating physician to review Table 1 and respond to the following:

“As the physician evaluating this patient, I have reviewed the essential functions of their assigned duties as stated below in Table 1. I have performed an exam of this patient, and in my opinion, the patient:

O CAN  
O CANNOT

... perform without limitation the essential functions of their position”.

If you have checked “Cannot”, please see the questions listed below Table 1 at the bottom of this page. The patient will need to meet with WCCCA Human Resources to discuss their work and return status, and should be able to answer these two questions during the meeting.

**Physician’s Name (PRINT):** ____________________________  **Phone Number:** ____________________________

**Signature:** ____________________________  **Date:** ______________

Please complete and fax this document to: ____________________________  **Attention:** ____________________________

**TABLE 1: 11 Essential functions for Emergency Dispatchers/Call-Takers**

<table>
<thead>
<tr>
<th>No.</th>
<th>Function Description</th>
<th>Essential Environmental Conditions/Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to concentrate on multiple tasks at once, including monitoring and communication on several different radio channels while listening to a caller on the telephone.</td>
<td>Ability to read, interpret, and apply complex operating procedures, general orders, codes, rules, policies, and laws.</td>
</tr>
<tr>
<td>2</td>
<td>Ability to clearly and articulately communicate over a phone and radio in a manner that can be clearly understood inside a police or fire vehicle.</td>
<td>Must be able to adjust to frequently changing workloads.</td>
</tr>
<tr>
<td>3</td>
<td>Ability to sit for extended periods while maintaining concentration on multiple computer monitors and managing dynamic events (such as fires, bank robberies, assaults, etc) that create heavy radio traffic.</td>
<td>Ability to work shifts that span a 24-hour period (e.g., Day, Swing, and Graveyard shifts).</td>
</tr>
<tr>
<td>4</td>
<td>Use a keyboard and computer for extended periods with little to no tolerance for keystroke errors.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ability to stay awake and alert for 8-12 hours while sitting and/ or standing in front of multiple display monitors.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Must be able to listen to radio transmissions and rapidly and accurately respond using voice communications.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Must be able to listen to radio transmissions and rapidly and accurately enter data into a computer, including key safety updates.</td>
<td>Sit for extended periods while maintaining concentration on multiple tasks.</td>
</tr>
<tr>
<td>8</td>
<td>Must be able to coordinate and prioritize multiple emergency and non-emergency requests over the radio and telephone while maintaining situational awareness related to dangerous conditions for firefighters and police officers.</td>
<td>Quickly and efficiently enter data using keyboard and computer.</td>
</tr>
</tbody>
</table>

**THIS FORM MUST BE COMPLETED AND SIGNED BEFORE THE EMPLOYEE RETURNS TO WORK.**

1. Patient will need to identify any physical or mental impairments, that limit the patient’s ability to perform the duties outlined in Table 1.

2. The patient will need to specify which essential function s/he is unable to perform, the reason they cannot perform the function, and the expected duration of the impairment.
WCCA Prescription Medication Disclosure Statement: CONFIDENTIAL Attachment 2

Name of Patient: ___________________________ Date: ___________________________

Emergency Service human performance guidelines list medications classes for which personnel shall be evaluated for potential interference with essential job tasks. **If the patient is taking a medication that fits in one of the classes listed below, this form must be completed and signed prior to the patient returning to work.**

- [x] Muscle relaxants
- [x] Narcotics
- [x] Sedatives and hypnotics
- [x] Psychoactive agents
- [x] Anti-hypertensive agents
- [x] MAOls, phenothiazines, anti-cholinergics and tricyclic antidepressants

An inherent element of an Emergency Dispatcher and 911 Call-Taker job includes functioning as an integral component of a team, where sudden or subtle incapacitation of an individual can result in mission failure or increased risk of injury or death to civilians, law enforcement officers, or firefighters. In order for us to evaluate the individual's ability to perform the essential job tasks, please evaluate the patients use of any medication that fits into one of the classes listed above, review **Table 1** and answer the following:

"As the examining physician, I am familiar with the above individual's recent medical history and essential functions of their assigned duties. In my opinion, the currently prescribed medications:

- Will
- Will not

...adversely affect the individual's ability to perform the essential functions of their position".

If the physician has marked "Will adversely affect", employee must make an appointment with WCCA Human Resources and be prepared to answer the questions listed at the bottom of the page, underneath "Table 1".

Physician's Name (PRINT): ___________________________ Phone Number: ___________________________

Signature: ___________________________ Date: ___________________________

Please complete and fax this document to: ___________________________ Attention: ___________________________

**TABLE 1:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Essential functions for Emergency Dispatchers/Call-Takers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to concentrate on multiple tasks at once, including monitoring and communication on several different radio channels while listening to a caller on the telephone.</td>
</tr>
<tr>
<td>2</td>
<td>Ability to clearly and articulately communicate over a phone and radio in a manner that can be clearly understood inside a police or fire vehicle.</td>
</tr>
<tr>
<td>3</td>
<td>Ability to sit for extended periods while maintaining concentration on multiple computer monitors and managing dynamic events (such as fires, bank robberies, assaults, etc that create heavy radio traffic).</td>
</tr>
<tr>
<td>4</td>
<td>Use a keyboard and computer for extended periods with little to no tolerance for keystroke errors.</td>
</tr>
<tr>
<td>5</td>
<td>Ability to stay awake and alert for 8-12 hours while sitting and/or standing in front of multiple display monitors.</td>
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<tr>
<td>6</td>
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<td>7</td>
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</tr>
<tr>
<td>8</td>
<td>Must be able to coordinate and prioritize multiple emergency and non-emergency requests over the radio and telephone while maintaining situational awareness related to dangerous conditions for firefighters and police officers.</td>
</tr>
</tbody>
</table>

**Essential Environmental Conditions/Functions**

- Sit for extended periods while maintaining concentration on multiple tasks.
- Quickly and efficiently enter data using keyboard and computer.
- Work 12-hour shifts with little or no rest.
- Perform while under stress.

**THIS FORM MUST BE COMPLETED AND SIGNED BEFORE THE EMPLOYEE RETURNS TO WORK.**

1. What is the expected duration of impairment caused by the medication?
2. Is there an alternate, effective medication that patient could take that would allow him/her to perform the essential functions?

WCCA/WCDA
Collective Bargaining Agreement 2017-2020

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Attachment 3: SUBSTANCE ABUSE – Represented Personnel

POLICY: This document is authorized by Article 22 of the collective bargaining agreement (CBA) between Washington County Consolidated Communications Agency (the Agency) and the Washington County Dispatchers Association (the Association), and constitutes a jointly formulated policy on the topic of drug and alcohol testing.

AUTHORITY AND RESPONSIBILITY: Each employee is responsible for his or her own fitness for duty. Each employee is responsible for reporting any observed behaviors or known conditions of fellow employees to an appropriate supervisor, if those behaviors or conditions may render a fellow employee unfit for duty. Any supervisor who becomes aware that an employee may be unfit for duty will use this policy to ensure that the employee in question is removed from his or her work assignment or prevented from returning to his or her work assignment until such time that the employee’s fitness for duty can be verified under the terms of this policy.

I. The purpose of this agreement is:

1. To inform employees of expectations and prohibitions and to emphasize the assistance available for chemical and alcohol abuse problems.

2. To define the standards and procedures of the Agency and the Association regarding substance abuse and drug and alcohol testing in the work place.

3. To ensure that all Agency actions involving drug related testing or corrective action are defensible and in compliance with applicable state and federal laws regarding drug and alcohol dependency, testing and discipline.

4. To prescribe appropriate corrective action when rehabilitation efforts are unsuccessful.

5. To ensure a safe working environment for all employees and promote the high level of performance standards demanded by the public.

NOTE: This policy is intended to be in compliance with the Drug-Free Work Place Act of 1988. In the event of a conflict between the provisions of this policy and the Act, the provisions of the Act will prevail. Information regarding the Drug-Free Work Place Act is available from the Human Resources Department. A copy of the Drug-Free Work Place Act will be posted on the lunchroom bulletin board.

A. SCOPE. This policy applies to all bargaining unit members of the Association. The policy addresses the topic of assistance available for employees seeking help with chemical dependency problems. It also addresses specific procedures to be utilized when available evidence indicates that drug or alcohol testing is called for.

B. BACKGROUND. Drug and alcohol abuse is a problem of national and epidemic proportions that adversely affects job performance and constitutes a serious threat to the health and safety of the public, the safety of fellow
workers, and the efficiency of operations. For this reason, it is the responsibility of all public employees to work diligently to ensure a drug free work place.

The Agency and the Association encourage the voluntary admission of chemical dependency and place a strong emphasis on rehabilitation as opposed to punitive action. For this reason, any employee of the Agency has the opportunity to request treatment for chemical dependency without threat of punishment if such request is received prior to disciplinary action being taken as a result of the violation of this policy. Further, the degree of any future corrective action for violation of this policy will be based upon the level of cooperation of the employee. A copy of any employee request for treatment will be provided to the Association's legal counsel, and treated as confidential and protected as required by law.

Formal actions to correct suspected substance abuse must be in accordance with this policy, the CBA between the Agency and the Association, and state and federal law. The Agency acknowledges the sensitive nature of chemical dependency and will ensure that all information will be kept in a confidential manner. An employee participating in any rehabilitation process as a result of action by the Board must sign a release form stating that necessary information will be released to the Human Resources Manager (see Exhibit B Consent Form for Drug and Alcohol Testing) and the Association's legal counsel. The treating agency will provide information as specified in Exhibit A Rehabilitation Progress Report. The Chairperson will then release the information to the individual charged with taking further action.

This policy addresses only the action to be taken for suspected substance abuse.

C. DEFINITIONS. For the purpose of this policy, the following definitions apply:

1. Board of Review. Also known as the "Board" or "BOR"; it consists of two (2) Association representatives, two (2) management representatives, and one (1) additional person elected by the other four (4) Board members. Upon selection of the fifth person, who may be a member of the community at large, a Chairperson will then be selected from among the members who are employees of the Agency.

2. Controlled Substance. All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession or manufacture is prohibited or restricted by the Oregon Revised Statutes or the U.S. Code.

3. Drugs. Any controlled substance or non-prescriptive medication or alcohol.
4. **Drug Test.** A urinalysis or blood draw taken for the purpose of determining whether alcohol or drugs are in the person’s system.

5. **Last Chance Employment Agreement.** An agreement in lieu of termination between the Agency, the Association and employee who has violated the provisions of this substance abuse policy which specifies the conditions to which the employee must adhere in order to remain employed.

6. **On Duty.** The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the Agency.

7. **Reasonable Suspicion.** A belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee’s ability to perform the essential functions of his/her job per the Fit for Duty policy is impaired or that the employee’s ability to perform his/her job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, a pattern of conduct, or being involved in a vehicle accident that results in physical injury, property damage, or citation for a moving violation.

   a. Every work-related accident, whether or not it involves a vehicle accident, constitutes reasonable suspicion for an investigation of all the circumstances and of the possible impairment of any employee involved in the accident. This investigation should occur as soon as possible after the accident. The investigation is automatic. However, it is just an investigation. No one subject to such an investigation is being “accused” of impairment.

   b. A work-related accident (again, whether or not vehicle involved) will not by itself, be automatic grounds for a chemical screen test. It will be automatic grounds for the investigation outlined in the paragraph above.

   c. These rules apply whether the work-related accident is a personal injury or property damage type of work-related accident, and apply to all individuals with any significant involvement in the work-related accident.

   d. Whenever a supervisor prepares an incident report with respect to a work related accident, he/she should indicate on the report whether or not drugs or alcohol were suspected and what investigation took place, and what were the results of the investigation. The incident report form will be modified to reflect this investigation.

   e. Decisions to send an employee for testing will be made based on all facts and on a common sense basis. Minor or unavoidable work-related accidents or work-related injury will normally not be
cause for a post-accident test. Only employees who are directly involved in causing or not preventing the work-related accident will normally be tested after an accident.

f. Whenever an employee is sent to be tested for drugs or alcohol, the employee is not being "formally accused" of being under the influence. Sending employees to testing is merely an essential part of the substance abuse policy, as negotiated between the Agency and Association and is part of a safety program designed to protect employees and property in Agency operations.

8. **Under the Influence.** For the purpose of this policy, an employee will be deemed to be under the influence when testing indicates that controlled substances or alcohol are present in the urine or by blood (both tests to be undertaken when reasonable suspicion is cited) in the following amounts:

- Alcohol 0.02%
- Marijuana 50 nanograms/milliliters
- Cocaine 300 nanograms/milliliters
- Opiates 200 nanograms/milliliters
- Amphetamines 1000 nanograms/milliliters
- Phencyclidine 25 nanograms/milliliters

All other drugs of abuse: 300 nanogram/milliliters or the prevailing SAMHSA standard. If drugs not listed on this list are tested for, the B.O.R. will determine based on prevailing standards.

The standards will be reviewed annually by the Board of Review to determine if they are in accordance with current established practice for drug testing.

**II. PROHIBITED CONDUCT**

A. It is the policy of the Agency that buying, selling, transporting, possessing, using, manufacturing, being under the influence of, or consuming non-prescribed controlled substances is prohibited on all property or designated areas used by the Agency. Further, consumption of alcohol and possession or transport of open containers of alcohol is likewise prohibited on all property or designated areas used by the Agency. Property or designated areas include buildings (either in or outside) and Agency vehicles.

B. Use of or being under the influence of alcohol or controlled substances including narcotics, sedatives, stimulants, and other controlled substances and mood-altering substances, and abuse of prescribed medications on duty or while operating Agency equipment or vehicles is prohibited and will subject an employee to corrective action as set forth in this policy.

C. The only exceptions to the prohibited conduct listed in II.A and II.B are
possessing or consuming alcoholic beverages by off duty personnel at those Agency sponsored events where alcoholic beverages are served on a non-hosted basis as refreshments. Such events could include a holiday party or annual picnic.

III. TESTING

A. TESTING PROCEDURE

1. Testing will be requested by a supervisor or designated management employee in those instances where an employee and/or any supervisor feels that reasonable suspicion exists. In the event the immediate supervisor is the person suspected of substance abuse, the employee will go to the next level in the chain of command. Any requests to test will be preceded by an advisement by the supervisor or designated management employee that the employee shall be provided an Association representative unless the employee specifically refuses Association representation. Obtaining an Association representative for the employee shall not cause an unreasonable delay of testing.

2. Prior to a management employee making a request to test, (s)he shall attempt to contact by telephone the Association President, and if such attempt is unsuccessful, the Association First vice-president in order to make reasonable arrangements for an Association representative to be present with the employee during all phases of the process beginning with the request to test. If the management employee is unable to contact either the Association President or First vice-president, the management employee shall advise the employee of the Agency’s intent to request to test and the employee shall be afforded the opportunity to select an Association representative of his/her choosing from those Association members on duty. The on-duty Association member selected by the employee to be tested shall be afforded the same rights and privileges as the Association representative. Such requests to test will be made in the presence of the employee and Association representative.

3. At the time an employee is asked to be tested the employee will be relieved of duty and placed on paid administrative leave for what would have been the remainder of the employee’s work shift. The employee will remain on paid administrative leave until such time as the employee is advised by the Chair of the Board of Review of the Board’s findings.

4. When testing is called for as stated above, the employee, along with their Association representative will immediately be taken by a supervisor or designated management employee to a testing laboratory as specified by the Board of Review, where a urinalysis and blood test will be undertaken. The employee will be advised by
the supervisor or designated management employee that an Association representative will accompany him/her to the testing laboratory unless the employee specifically refuses an Association representative. Obtaining an Association representative for the employee shall not cause an unreasonable delay to testing.

5. Employees who submit to a urinalysis and blood test will be asked to sign Exhibit B, Consent Form for Drug and Alcohol Testing. A copy of any documents signed by the employee and/or provided to the employee and/or Agency as part of the testing process will contemporaneously be provided to the Association’s legal counsel.

6. The laboratory will be pre-selected by the Board from the list of laboratories, attached as Exhibit C, which have been licensed by the Oregon State Department of Health in compliance with ORS 438.435 and OAR 333-24-305 through 350.

7. The collected sample will be immediately subjected to the proper panel of tests, as designated by the Board of Review, and the results of the test(s) will be delivered, in sealed envelopes, to the employee and the Chair of the Board of Review. The sealed envelopes will be delivered to the Chair though the Agency’s Human Resources Manager and will be held until such time as the Board will have made its determination as to whether the request to test was based upon reasonable suspicion. The written decision of the Board will be based upon a review of all facts and circumstances leading up to the decision to test. Under no circumstances will the management employee taking the employee to be tested to the lab be in a position to observe the result.

8. Once the sample has been collected, the management employee is responsible to ensure that the tested employee is transported to a destination of the employee's choosing (e.g. employee’s home, hotel, etc.) by means other than the employee driving him or herself to the destination.

9. If the Board of Review determines that the test was based upon reasonable suspicion, the envelope will be opened and a written recommendation for further action will be made by the Board based upon the results of the test. A copy the Board’s written recommendation for further action shall be provided to the employee and the Association’s legal counsel. If the Board determines that the request to test was not based upon reasonable suspicion, the envelope will be destroyed in the presence of no less than two Board members, one of which must be an Association representative and one a management representative, and the tested employee.

10. The Agency and the Association understand that results of any test must be made available to the individual being tested, and that
nothing in this policy is in any way intended to impede or restrict the tested employee from receiving said test results.

11. The urinalysis-screening test will be performed using the Enzyme Immunoassay (EIA) method or current standard prescribed by the Oregon State Health Division.

12. Any positive results on the individual urinalysis screening test will be confirmed through a second, more elaborate test as prescribed by the Oregon State Health Division.

13. The Board of Review will review all testing procedures annually to determine that the tests used are in compliance with current law and standards of practice as defined by ORS 438.435 and OAR 333-24-305 and any other applicable statutes and administrative rules.

14. An employee who has been requested to submit to urinalysis and/or blood testing will be placed on administrative leave with pay pending the final decision of the Board of Review. If the results of the urinalysis test are positive as outlined in Sections III.B.8 and III.B.9 above, the employee may request a third verifying test on a sample taken from the frozen specimen as stated in Section III.B.12 below.

15. The Agency will pay all the cost of collection and testing. The cost of a third, verifying test, if requested by the employee will be paid by the Agency if the results of the third verifying test are negative.

16. All samples that have been collected and tested will be stored for thirty (30) calendar days at the testing laboratory for the purpose of a retest should one be required. Positive samples will be stored longer upon request of the Agency, the Association, or the employee being tested. Positive samples will be stored longer than thirty (30) calendar days upon written request to the laboratory by the concerned party. Such requests will be made prior to the expiration of the thirty (30) calendar-day period.

17. In any instance where testing has been authorized as stated in Section III of this policy, refusal by an employee to take the test will result in an unpaid suspension of ten (10) full working days, if the Board of Review finds reasonable suspicion to test existed at the time of the request to test. The severity of the penalty is to assure that individuals have an incentive to enter the counseling and rehabilitation program as defined by this policy. An employee who is found by the Board to have refused to test when reasonable suspicion existed and within one (1) year of the first refusal, refuses to test a second time and the Board finds reasonable suspicion to test existed at the time of the second request shall be terminated.

B. BOARD OF REVIEW
1. The Board of Review (the “Board” or “BOR”) will consist of two (2) Association representatives, two (2) management representatives, and one (1) additional person elected by the other four (4) Board members. Upon selection of the fifth person, who may be a member of the community at large, a Chairperson will then be selected from among the members who are employees of the Agency.

In order to assure a quorum can be achieved within the appropriate time line, one (1) alternate may be selected for Board members from the Agency and one (1) from the Association.

2. The Board of Review will examine the evidence surrounding any incident where testing has been requested and determine whether the decision to test was based upon reasonable suspicion, and whether the results of the test will be released to the Chair of the Board.

3. The final decision of the Board will be made by secret ballot with a majority required to authorize the release of test results. The decision of the Board will be made within twenty-four (24) hours from the time the sealed test results are received by the Agency. Further action will then be taken in accordance with the terms of this policy.

4. For the purpose of this policy, a quorum will be defined as not less than three (3) Board members or alternates, and must include at least one (1) management representative and one (1) Association representative.

5. At the first meeting of the Board, the Board will promulgate the rules of procedure for its meetings. Those rules will include, but are not limited to, who may appear before the Board, who may ask questions and call witnesses, and who will preside. Other duties of the Board will include annual review of laboratories and testing procedures to ensure that all testing is accurate and in accordance with the current prevailing standard.

6. Board members will serve a term of two (2) years. The Chair will be elected on an annual basis and cannot serve more than two (2) consecutive terms as Chairperson. The initial term of one (1) management and one (1) Association Board member will be for one (1) year so that the terms of Board members are staggered. The two (2) Board members who serve a first term of one (1) year will be subject to reappointment to a regular two (2) year term after the completion of the initial one (1) year term. There will be no limit in the number of terms served by any Board member. Any Board member can be removed from the Board by a unanimous vote of the remaining four (4) members. Alternates will serve the same term as the Board member for whom they are the alternate.
IV. REHABILITATION

A. TREATMENT

1. It is the intent of the Agency and the Association to assist the employee in overcoming any chemical dependency problem. Therefore, when a positive test indicates the presence of controlled substances or alcohol in the body, or when reasonable suspicion exists that an employee is violating the conditions of this policy, the Agency may require the employee to receive immediate counseling from the Agency’s Employee Assistance Program or a licensed substance abuse counselor of the employee’s choosing. In cases where the employee seeks assistance from a licensed substance abuse counselor (LSAC) of his/her own choosing, (s)he will still be required to submit a signed “Rehabilitation Progress Report” (attached hereto and known as “Exhibit A”), and will additionally be required to submit a Fit for Duty form (CBA Attachment 1) upon successful completion of the treatment program.

The substance of any counseling required by the Agency and received by the employee shall remain confidential. However, the agency will require that the EAP program or the LSAC provide a completed Rehabilitation Progress Report upon request by the Agency, and that the EAP Program or LSAC will provide documentation stating that the employee successfully completed (or prematurely terminated) the required counseling.

2. Payment for long term in-house treatment or any other treatment programs will be covered subject to the terms of the insurance benefit program in affect at the time.

3. Effective upon the signing of this policy, the Agency will allow employees to transfer accumulated vacation leave to a co-worker who is receiving treatment for or recovering from a dependency problem, as per Agency Administrative Directive, 2.3.7 Leave Sharing.

B. RETURN TO WORK

1. Employees who successfully complete treatment or who are participating in an outpatient treatment program, who submit the appropriately signed release form, attached as Exhibit A, and sign a “Last Chance Agreement,” attached as Exhibit D, will be returned to their former position. The Last Chance Agreement will have a term of two (2) years during which time the employee’s continued employment is contingent upon compliance with the stated terms and conditions of the Last Chance Agreement. An employee who violates any of the terms of the Last Chance Agreement will be terminated.

2. Employees who have signed a Last Chance Agreement are subject
to random tests at any time during the term of the agreement at the discretion of the Agency. Results of said test(s) will be simultaneously communicated to the employee, the Association's legal counsel, and the Agency HR Manager as soon as possible.

3. Employees who have signed a Last Chance Agreement are subject to search of their person while at work, personal vehicle when at work and/or on Agency property, or locker at any time during the term of the Last Chance Agreement at the discretion of the Agency Human Resources Manager. Search of personal vehicles will be limited to those instances when employee's personal vehicle is on Agency premises or used by the individual to conduct Agency business.

4. The Association must be a signatory party to any Last Chance Agreement for any employee represented by the Association.

C. SUBSEQUENT DEPENDENCY PROBLEMS

Employees who have undergone treatment and successfully fulfilled the terms of the Last Chance Agreement will be considered to be rehabilitated; any record of treatment will be removed from their personnel file and one (1) subsequent dependency problem will be treated as a first occurrence subject to the treatment and rehabilitation sections of this policy. Any subsequent dependency problems can result in termination of employment.

When an employee has successfully met the terms of the Last Chance Agreement and it is removed from the personnel file, it will be maintained in a sealed file of Last Chance Agreements in Human Resources for the purpose of achieving a record by which "three (3) strikes and you're out" is accomplished (i.e., circumstances leading to a third Last Chance Agreement for any employee may result in termination).
Exhibit A: REHABILITATION PROGRESS REPORT

FROM: ____________________________

TO: Washington County Consolidated Communications Agency (WCCCA)

ATTENTION: Human Resources Manager, WCDA President

Your employee ____________________________, has signed a release allowing me to update you on progress in our program. Please excuse our brevity, but we thought the promptness of this report might be of more value. If you have any questions, call me at ____________________________.

Please treat this information as confidential for the protection of your employee.

DATE ADMITTED: ____________________________

STATUS IN PROGRAM: Week: 1 2 3 4

PROJECTED DISCHARGE DATE: ____________________________

PROGRESS: Excellent Good Fair Poor

ATTITUDE: Excellent Good Fair Poor

PHYSICAL HEALTH: Excellent Good Fair Poor

FAMILY INVOLVEMENT: Excellent Good Fair Poor

GENERAL COMMENTS: _______________________________________

___________________________________________________________

___________________________________________________________

___________________________________________________________

___________________________________________________________

Counselor's Signature: ____________________________

Attending Physician: ____________________________
Exhibit B: CONSENT FORM FOR DRUG AND ALCOHOL TESTING

I, ________________________________ (print name), understand that I am being required to submit to a urinalysis and blood test to detect usage based upon the Agency's belief that reasonable suspicion exists for such testing.

I further understand that if I give my consent to submit to such tests, the test results and other relevant medical information will be released to persons authorized by the Agency for appropriate review and response. I agree to allow release of such information.

☐ I do consent to such testing.

☐ I do not consent to such testing. I understand my refusal to consent is grounds for discipline under the current drug and alcohol policy.

________________________________________  ________________________________
Employee Signature                        Date

cc: WCDA
Exhibit C: LICENSED LABORATORIES FOR TESTING

Monday – Friday, 8:00 a.m. to 4:30 p.m.
Cascade Occupational Health
Washington Building
9370 SW Greenburg Rd. Suite 602
Tigard, OR 97223
(503) 246-4104

After Hours, Weekends and Holidays:
Providence St. Vincent’s Hospital
Emergency Room
9205 SW Barnes Rd.
Portland, OR 97225
(503) 216-1234
Exhibit D: SUBSTANCE ABUSE LAST CHANCE AGREEMENT

WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY

LAST CHANCE AGREEMENT

As a result of identification of your drug □/ alcohol □ usage through the administration of Washington County Consolidated Communications (hereinafter referred to as Agency) Drug and Alcohol Policy, your employment status has been reviewed. In lieu of termination of your employment, the Agency is prepared to allow you to continue in its employment, as set forth in Section IV.B of the Drug and Alcohol Policy, provided that you meet and continue to satisfy the following conditions over a two-year (24-month) period:

1. You must report for an appropriate work assignment promptly upon completion of your rehabilitation program.

2. During the course of this agreement, you must promptly comply with any Agency drug request for "no cause" drug testing on a random basis.

3. You must reconfirm your commitment to comply with all aspects of the Agency Drug and Alcohol Policy and to refrain from the use of drugs or alcohol as per the Drug and Alcohol Policy.

4. You must agree to complete any follow-up program and/or treatment that are deemed necessary by the rehabilitation counselors, and approved by the Agency.

5. You must cooperate with the Agency in disclosing information concerning your progress in and completion of required rehabilitation program and follow-up treatments.

6. You will, for the period of time suggested by your counselor, endeavor to work your shift schedule to assure compliance with counseling scheduled. Trade shifts will not interfere with availability for prescribed counseling sessions.

It is our expectation that you will accept these conditions as well as all other standards of performance and conduct that are now effective or may become effective at the Washington County Consolidated Communications Agency. If you are prepared to do so, you must sign below. If you do not sign below OR if you violate any of the items listed above, you will be terminated.

I have read and understand the conditions set forth above and agree to accept them. I also recognize that the Agency reserves the right to revise its Drug and Alcohol Policy as it deems appropriate and pledge my commitment to fully comply with the Agency's efforts to make its work place safer and more productive through the enforcement of this Policy.

_________________________________  ________________________________
Employee Signature                   Association Representative Signature

__________________________  __________________________
Date                                             Date

cc: WCDA

WCCC/WCDA
Collective Bargaining Agreement 2017-2020