

**WASHINGTON COUNTY CONSOLIDATED
COMMUNICATIONS AGENCY**

AND

**WASHINGTON COUNTY
DISPATCHERS ASSOCIATION**

COLLECTIVE BARGAINING AGREEMENT

Effective: July 1, 2024 to June 30, 2027

Table of Contents

PREAMBLE.....	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY	8
ARTICLE 4 – MANAGEMENT RIGHTS.....	8
ARTICLE 5 – PAYROLL DEDUCTIONS - DUES AND FAIR SHARE	9
ARTICLE 6 – HOURS OF WORK.....	10
ARTICLE 7 – OVERTIME	16
ARTICLE 8 – ADMINISTRATION OF THE SALARY PLAN	22
ARTICLE 9 – SPECIAL WAGE PROVISIONS.....	28
ARTICLE 10 – EMPLOYEE FILES.....	32
ARTICLE 11 – HOLIDAY	33
ARTICLE 12 – VACATION LEAVE	34
ARTICLE 13 – SICK LEAVE	38
ARTICLE 14 – OTHER LEAVES.....	40
ARTICLE 15 – MANDATED BENEFITS.....	43
ARTICLE 16 – BARGAINING UNIT PROVISIONS	44
ARTICLE 17 – SENIORITY	46
ARTICLE 18 – LAYOFF AND RECALL.....	47
ARTICLE 19 – NO STRIKE AND NO LOCKOUT.....	49
ARTICLE 20 – DISCIPLINE AND DISCHARGE.....	49
ARTICLE 21 – CONFLICT RESOLUTION	52
ARTICLE 22 – DRUG AND ALCOHOL TESTING.....	54
ARTICLE 23 – BENEFITS.....	54

ARTICLE 24 – SAVINGS CLAUSE 56
ARTICLE 25 – EFFECTIVE DATE AND DURATION..... 56
SCHEDULE A: Bargaining Unit Wages..... 58
SCHEDULE B: Medical / Dental / Vision Insurance Premium Share 62

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 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 Police/Fire Dispatcher (LPD/LFD)
- 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 they are 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 their 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. The career probationary period for MDD and Lead is twelve (12) qualified calendar months following promotion or transfer. The career probationary period for Calltakers who have achieved career employee status and have promoted to Police Dispatcher begins upon promotion and ends ninety (90) calendar days after completion of the WCCCA training program for a Police Dispatcher. The career 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 their 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 they have worked until they separate from agency service for reasons other than layoff, at which point they lose all earned agency and classification seniority. In this sense, an employee has a separate classification seniority for each job classification in which they have 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 their current continuous period of employment with the Agency been qualified to work, effective July 1, 2010 their classification seniority shall start with the number of qualified calendar months during their 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, paid Association leave, 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 their voluntarily selected work schedule and assigns them to a different work schedule. This process is outlined in Article 6.3.

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 and/or days of the employee's normal work schedule. This process is outlined in Article 6.3.

2.23. "Lead Police/Fire Dispatcher" means an employee who is trained to work as a lead police or fire 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 a Police Dispatcher. The probationary period for a Calltaker is one hundred eighty (180) calendar days after completion of the WCCCA training program for a Calltaker. 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 their 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. The default work schedule 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. An alternative work schedule is any regularly reoccurring schedule with 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 00:00:00h and continues until 23:59:59h 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.

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 agrees to deduct Association dues, fees, and other assessments or authorized deductions of those employees who individually request in writing that such deductions be made. The Treasurer of the Association will certify the amount to be deducted from each employee annually and whenever the amount of the deduction changes. The parties agree that providing copies of the authorization form is intended to have the same effect as a list for the purposes of HB 2016. The Agency shall deduct from the pay of the employees covered by this Agreement twice per month.

In lieu of the Association providing a list of employees who have authorized deductions, copies of payroll deduction authorization forms will be provided to both the Association and Agency.

5.2. Each employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee is no longer employed in a position in the bargaining unit represented by the Association or revokes the authorization by sending an original written, signed and dated notice via U.S. Mail or hand delivery to both the Agency and the Association President. The Agency will promptly forward any written request to discontinue deductions to the Association.

5.3. The individual employee deductions from pay made pursuant to this Article

shall be remitted to the official WCDA bank account as a direct deposit. 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.

5.4. If the Agency fails to make an authorized deduction and remit payment to the Association, the Agency will pay the full amount to the Association the Agency failed to deduct and remit without recourse against the employee who authorized the deduction. If a dispute arises between an employee and the Association regarding the existence, validity or revocation of an authorization for the deductions and payment described in this Article, the dispute shall be resolved through an unfair labor practice proceeding. The Association will indemnify, defend and hold the Agency harmless against any claims made or any suit instituted against the Agency as a result of the Agency's good-faith enforcement of the above provisions.

5.5. **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 of general applicability on both the internal file management system and the Agency's internet site under "HR Info."

ARTICLE 6 – HOURS OF WORK

6.1. The default work schedule means hours of work as defined in Article 2.36 (Work Schedule) and consists of 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, including 8-hour and 12-hour shifts.

The parties agree to form a Scheduling Committee. WCDA and the Agency may each appoint up to three (3) members to the Scheduling Committee. The Scheduling Committee will meet at mutually agreed times at least once per month for the first twelve (12) months after the Committee is formed and at least twice per year thereafter. The Scheduling Committee may examine potential alternative schedules, schedule changes to fill vacancies, the schedule bidding process, and other issues related to scheduling and improving staffing. Any alternative schedule considered for the shift bid must be reviewed by the Scheduling Committee no later than May 30 of each year and must be mutually agreed upon to implement or continue. Any recommendations of the Scheduling Committee that would amend or create an exception to contract language are subject to approval by WCDA and the Agency.

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 electronically 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:

15 min to 2 hours:	No break, no meal period.
2 hours and 1 min to 4 hours 59 min:	One 15-minute break.
5 hours to 5 hours 59 min:	One 30-minute meal period.
6 hours to 7 hours 59 min:	One 15-minute break and one 30-minute meal period.
8 hours to 11 hours 59 min:	Two 15-minute breaks and one 30-minute meal period.
12 hours to 13 hours 59 min:	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.

14 hours to 15 hours 59 min: Three 15-minute breaks and two 30-minute meal period.

- 6.2.1. An employee required to work any length of time during a meal period will be paid at their 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.
- 6.2.3. Employees will be relieved from their duty positions for the purposes of expression of breast milk in accordance with State and Federal law. The Agency will provide reasonable breaks for the expression of breast milk in addition to the standard breaks and meal periods provided for in this section. The additional breaks will be paid time up to a maximum of thirty (30) minutes per shift.

6.3. Filling Vacancies in the Work Schedule. As used in this Article, a vacancy refers to the work shifts assigned to an employee who has left the Agency or who is on a leave of absence longer than thirty (30) days. A permanent vacancy occurs when an employee assigned to a shift on the work schedule leaves employment with the Agency or accepts another position within the Agency outside the bargaining unit. A temporary vacancy occurs when an employee goes on a leave longer than thirty (30) days.

When there is a vacancy in the work schedule, the Agency will determine whether to fill the vacancy due to a staffing need. If the Agency decides not to fill the vacancy, it will notify all employees via email and electronic bulletin that no staffing changes are necessary to fill the vacancy and identify the shift number, hours, and regular days off that will be removed from the schedule. The Agency will make every effort not to reopen a permanent vacancy once it has decided the vacancy did not need to be filled. The Agency may not reopen a permanent vacancy unless the permanent vacancy immediately preceded the current permanent vacancy that creates the staffing need. The Agency may reevaluate whether to fill a temporary vacancy if it receives new information regarding the length of the employee's leave. Nothing in this section (6.3) limits the Agency's ability to open new work schedules due to addition of qualified FTE under Section 6.4.

If the Agency decides to fill the vacancy, it will follow the process described in this Section (6.3). If the Agency adjusts an employee's work schedule under this section (6.3), the employee is ineligible for an involuntary work schedule adjustment for the rotation in which the involuntary work schedule adjustment occurred and the next three (3) rotations.

To fill a vacancy in the work schedule, the Agency will follow these steps:

- A. The Agency will first determine whether any trainee will complete training and become able to fill the vacancy within thirty (30) days. If so the new employee will fill the vacancy once they are signed off. If a vacancy occurs during the October through April rotation, and a trainee is assigned to the schedule, and the Agency determines the vacancy still exists for the April through October rotation, the schedule will be open to all qualified employees. The Agency will post the vacancy for four (4) calendar days electronically and send an email to the employees' Agency email accounts.
- B. If no new employee is available, the Agency will request volunteers to fill the entire vacancy. The Agency will post the vacancy, including the shift number, hours, and regular days off, and notify employees via email and electronic bulletin. Any employee who desires to adjust their schedule to fill the vacancy must inform the Agency within four (4) calendar days. A volunteer will only be approved for the new schedule if moving from the employee's current schedule would not create a greater staffing shortage. Should the most senior qualified employee advise the Agency of their desire to fill the vacant work schedule, the Agency need not keep the vacancy open for the four (4) calendar days. If multiple eligible employees volunteer, the employee whose move provides better staffing coverage will be given priority. If multiple eligible employees volunteer and the impact on staffing is equal, the employee with the highest seniority will be given priority.
- C. If there are no volunteers who meet the requirements in subsection B, above, to fill the entire schedule, the Agency will notify all employees, via email and electronic bulletin, of the portions of the vacancy that must be filled to address the staffing need (e.g. whole shift, parts of shift, and/or certain days). The notice will request volunteers who are willing to adjust their start and stop times and/or adjust their days off to fill the necessary portions of the vacancy. An employee may not voluntarily adjust their schedule if it would create a greater staffing shortage or provide less than ten (10) hours off between shifts. If multiple eligible employees volunteer, the employee whose move provides better staffing coverage will be given priority. If multiple eligible employees volunteer and the impact on staffing is equal, the employee with the highest seniority will be given priority. The agency may approve more than one employee's voluntary schedule adjustment in an effort to avoid involuntary schedule changes. If the Agency is not able to fill the vacancy through the voluntary adjustment(s), prior to moving to D., the Agency will notify all employees via email and electronic bulletin of the remaining vacancy that must be filled to address the staffing need and again request volunteers in accordance with this Section (6.3.C).
- D. If the Agency is not able to fill the vacancy through the steps described in A, B,

or C of this Section, the Agency will evaluate whether to fill the remaining vacant hours through an involuntary schedule adjustment. If the Agency determines an involuntary schedule adjustment is necessary, it will adjust the start and stop times and/or days off of one or more employees to fill remaining vacant hours.

If filling the remaining vacant hours would result in creation of a new shift in order to provide an employee with a full work schedule as defined in Article 2.36, the new shift will be offered for employees to volunteer to fill the entire shift. A volunteer will only be approved for the new schedule if moving from the employee's current schedule would not create a greater staffing shortage. If multiple eligible employees volunteer, the employee whose move provides better staffing coverage will be given priority. If multiple eligible employees volunteer and the impact on staffing is equal, the employee with the highest seniority will be given priority.

If no volunteer is approved for the new schedule, the Agency may adjust the start and stop times and/or days off of one or more employees to fill the new schedule. The Agency will make the minimum number of schedule changes to ensure adequate coverage. The Agency will provide fourteen (14) days' notice prior to changing an employee's schedule under this subsection (6.3.D).

If adjusting the schedule of two or more employees to fill a vacancy would have an equal impact on coverage, the Agency will change the schedule of the least senior employee. No involuntary flex will cause an employee to have less than ten (10) hours off in between work shifts. If the Agency involuntarily changes an employee's scheduled days off and/or start and stop times on any day by more than four (4) hours, the employee will receive an additional ten percent (10%) premium in addition to their base hourly wage for all hours worked for the remainder of the rotation, beginning with the first full pay period following the change to the schedule.

Work schedule adjustments due to a permanent vacancy will end at the start of the next rotation. Work schedule adjustments due to extended leave will end when the employee returns from leave or at the end of the rotation, whichever is sooner. If a trainee is signed off during a rotation in which an employee had an involuntary work schedule adjustment, the employee will be offered the right to return to the shift the employee originally bid.

Where an employee moves to another work schedule as the result of this section (6.3), their guaranteed vacation leave will be honored.

6.4. 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 their training as a Call Taker, Police, Fire, or Multi-Discipline Dispatcher to determine their 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 Call Taker Trainee is close to sign off or when a police or fire dispatcher trainee begins training at their final radio position, the Agency will analyze the dispatch staffing situation, and within fourteen (14) calendar days, the Agency will assign the trainee to a work schedule for the remainder of the current work schedule rotation. The Agency will honor an employee's approved guaranteed vacation when the employee completes training and is assigned a shift.

If a trainee is assigned to a schedule during the October to April rotation then a vacant work schedule for the April to October rotation will be open to all employees within the appropriate classification. The Agency will post the vacancy for four (4) calendar days in a Special Information Bulletin (SIB) and send an email the employees' Agency email accounts. Should the most senior qualified employee advise the Agency of their desire to fill the vacant work schedule, the Agency need not keep the vacancy open for the four (4) calendar days.

Should the Agency or Association designee contact the employee and that employee declines the vacant work schedule, they will be deemed to have waived their 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 them, 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. Where an employee voluntarily moves to another work schedule, as a result of the addition of a new employee, their guaranteed vacation leave will be forfeited, unless the same vacation times are still available on the work schedule.

6.5. 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. The Agency will make reasonable, good-faith efforts to maintain approximately 50% of full time employees in fire-trained Classifications. A number of factors drive available work schedules including budgetary considerations, staffing levels, required console staffing hours, and the Agency's prerogative regarding a target number of full time employees available work hours spent staffing a required console position.

- 6.5.1. 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.
- 6.5.2. 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.

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. Part-time employees working a ten (10) hour shift will receive overtime for hours worked over forty (40) in a week or ten (10) in a day. 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. Effective and retroactive to June 1, 2025, during the time period from June 1st through September 15th, if the number of fully trained PD, FD, MDD, and LMDD employees is at seventy-five percent (75%) or below the budgeted FTE, voluntary overtime will be compensated at the rate of two (2) times the employee's regular rate of pay.

7.1.1. For employees whose normal work schedule has been modified by a work schedule change (pursuant to Article 6.3 or mutually agreed alternative schedule), the ten (10) hour threshold for overtime shall be adjusted to the number of normal work hours in the scheduled shift.

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. 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.

7.1.3. Overtime for part-time employees shall be all time worked in excess of forty (40) hours in one workweek or ten (10) hours in one (1) workday. Part-time employees will be assigned mandatory overtime work and their force calculations will be in accordance with Article 7.

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 (LWOP) that is not related to Association business pursuant to Article 16; but it shall include hours spent away from the job on job-related witness leave, jury duty leave, paid Association leave, bereavement leave, vacation leave, comp time, and holiday leave.

7.4. Voluntary 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. Voluntary overtime for planned events requiring employees to work off site, 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.

7.4.1. Each two-hour block of voluntary overtime will be counted as a force assignment for the purposes of determining who will be forced as provided in Article 7.5. Voluntary overtime shall not be used to earn force refusal credits.

7.5. Mandatory Overtime Work (Force). The Agency reserves the right to fill overtime, scheduled or unscheduled, on a mandatory basis if there are insufficient volunteers and, subject to the Agency'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 their 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) hours in a workday except in the case of emergency situations, when an employee’s hours have been flexed, or and as described in Article 7.7.2. (e.g. If an employee has a work meeting from 1000 to 1200 and then off-duty from 1200 to 1400 and works from 1400 to 0000.) Employees whose work shift starts immediately after the block to be covered or ends immediately before the block to be covered are eligible for the force, subject to the terms in this Section. The supervisor or designee will assign the force to the employee with the least number of force assignments according to the force log (referenced in Section 7.5.1) unless assigning the force would cause the employee to have ten (10) or fewer hours off between shifts. If two or more employees have the same number of force assignments in the log, the employee with the least Agency seniority will be assigned the force. Employees with ten (10) or fewer hours off between shifts as the result of the force will only be assigned a force if no other employees are eligible for the force. If the Agency must force an employee who will only have ten (10) or fewer hours between shifts, the force will go to the employee with the least number of force assignments in the log. If two or more “10 hour” (over and in) employees have the same number of force assignments in the log, the employee with the least Agency seniority will be assigned the force.
- 7.5.2.1. Employees are subject to mandatory overtime assignments only for hours that either immediately precede or follow a full shift on the employee’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.

7.5.2.2. Employees working trades who are 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.

7.5.2.3. At the time of contract ratification through October 15, 2025, employees who are unable to work a force due to FMLA protected leave will be credited with a force assignment in the log for each two-hour block of mandatory overtime that would have been assigned to them. These force assignments will only be used to determine force assignments in the force log and shall not be used to earn force refusal credits.

Effective October 16, 2025, employees who are unable to work a force due to FMLA-protected leave will have two (2) hours deducted from their sick leave accruals. If the employee has exhausted their sick leave and is unable to work a force due to FMLA-protected leave, they will not have leave deducted from other accruals but it will count as FMLA leave. Employees utilizing sick leave accruals will be credited with a force assignment in the log for each two-hour block of mandatory overtime that would have been assigned to them. These force assignments will only be used to determine force assignments in the force log and shall not be used to earn force refusal credits.

7.5.3. An employee may be exempted from a mandatory overtime assignment for the following reasons:

- Bona fide training purposes as determined by the Agency;
- The employee is eligible for and elects to use leave under the CBA, state or federal law, or Agency policy; or
- For any reason of the employee's choosing by using a force refusal credit.

Employees will be credited one (1) force refusal credit at the beginning of each six (6) month rotation. Additionally, an employee who works thirteen (13) forces in one rotation will earn one force refusal credit. If a force refusal credit is earned in the last two (2) weeks of the rotation, the employee may use the force refusal credit within the first three (3) months of the following rotation. Otherwise, force refusal credits will reset at the beginning of a new rotation. If multiple employees request to use a force refusal credit for the same

two-hour block, priority will be given to the employee with greater seniority.

- 7.5.4. 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.
- 7.5.5. The supervisor, or in their 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.
- 7.5.6. A Trainee shall not be placed on the list of eligible employees until:
 - (1) the Call Taker is certified to work solo and assigned to a shift,
 - (2) the Police Dispatcher Trainee is certified to work solo at three (3) police radio positions, one of which must be SO1/SO2 or Beaverton,
 - (3) the Fire Dispatcher Trainee is certified to work solo at all fire console positions, or
 - (4) 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.
- 7.5.6.1. 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.
- 7.5.7. 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.

7.6. 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 (1 ½) 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 hours, 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 committee and performing authorized work outside of their normal work schedule will be paid at one and one-half (1 ½) times the employee's regular rate, if the time would normally qualify for overtime as per Article 7.3.

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. If the overtime is cancelled within twelve (12) hours of the scheduled time, the employee will be given the option of cancelling or working the overtime.

- 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. If an employee has signed up for four (4) or more hours of overtime and the Agency wishes to cancel all but a 2-hour block of overtime, the Agency will notify the employee and the employee will be given the option of cancelling or working the overtime.
- 7.9.3. An employee must acknowledge receipt of a cancellation notice no later than as soon as reasonably possible during their 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 them 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 their assigned job classification, and as listed in Schedule A. New employees may, at Agency discretion, be hired at or moved to a classification and step which recognizes the employee's prior experience, training, certifications and level of competence. The Agency and the Association agree to collaborate to identify parameters and benchmarks for the analysis of the salary range for lateral hires. The process and parameters will be established within the 12 months following contract ratification. Both parties will collaborate and mutually agree should there be any changes thereafter.

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 their regular first paycheck in December as follows:

Years of Service	Percent (%) of employee's Base Annual Salary
5 – 6.99	One percent (1%)

7 – 9.99	One and one-half percent (1.5%)
10 – 14.99	Two percent (2%)
15 – 19.99	Two and one-half percent (2.5%)
20 – 24.99	Three percent (3%)
25 or more	Five percent (5%)

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. 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 their 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. For promotion to MDD or Lead, the employee shall receive compensation at the same step in the new range beginning on the date of promotion. When a Calltaker promotes to Police Dispatcher, the employee shall receive compensation at the same step in the new range beginning on the date the employee is signed off on all radios, except as provided in Article 8.12.

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 6.5), and the conclusion of the work schedule selection process (Article 6.5).

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. Internal candidates for the Operations Supervisor or Training Coordinator position will receive preference point(s) for being a current WCCCA employee. 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 re-promoted 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 re-promoted.

- 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 6.5), and the conclusion of the work schedule selection process (Article 6.5). If the voluntary demotion is granted, the employee will retain the classification seniority they earned in the previous classification when they demote to that classification. An employee who desires to voluntarily demote must submit their 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 their designee, shall advise the employee, in writing, of approval or denial within thirty (30) calendar days of receipt of the written request. If the request is denied, the Agency will include the reason(s) for the denial. 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 Saturday, Sunday, or 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 Executive 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. Qualified Calendar Month Credit. A career employee who is separated from Agency service and within six (6) months of this separation, subsequently returns to Agency employment will have their previously accrued agency seniority, classification seniority, and benefits reviewed to determine any necessary adjustments for the time away from the Agency.

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 their 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 placed on a training pause due to staffing , the Dispatcher trainee shall be compensated for time worked at their correlating step of the position into which they are working up.

8.13. **Change in employment status.** A full-time employee may submit to the Operations Manager 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. Seniority is not affected by an employee accepting part-time employment status, per Article 17 of the CBA.

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 their 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 their 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 their 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 will receive a ten percent (10%) premium based on the employee's base rate of pay 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 and other training related duties. Coaches are recognized as primary Agency Instructors.

9.4.1. The Coach designation is a specialty three-year 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 their 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 their own written request or after the end of the three-year assignment. A Coach may request to remain in the Coaching Program at the end of three years if in good standing. If the Agency determines that the number of Coaches needs to be reduced, removal from the Coaching Program after the three-year assignment will be made based on performance at the Agency's discretion. 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 their 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 them, 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.** The Temp-up Coach designation is a

specialty one-year assignment, renewable as outlined above (9.4.1). Temp-up Coaches will be expected to obtain their Certified Training Officer (CTO) certification and will be expected to follow the Training Department's established protocols for training Trainees and/or Career employees. Employees having been successful in the Temp-up Coach selection process are eligible candidates for assignment to the Coach position. For the duration of their placement as a Temp-up Coach, 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 needs arise.

Any current dispatcher with a minimum of two (2) years as a Call Taker, Police, Fire or MDD and is a Certified Training Officer (CTO) who is interested in a temporary coaching assignment will be considered. The employee must be in good standing without recent disciplinary issues in their file and will be expected to follow the Training Department's established protocols for training Trainees and/or Career employees. The regular coaching team will be utilized first whenever possible.

Temp-up Coaches will receive a ten percent (10%) premium based on the employee's base rate of pay 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. Employees with a temporary coaching assignment will receive a ten percent (10%) premium based on the employee's base rate of pay in addition to their regular salary for all hours worked when assigned a trainee.

- 9.4.3. The Agency, at its sole discretion, may utilize both non-bargaining unit staff and bargaining unit members to instruct in calltaker and dispatch academies as needed. When staffing allows, priority will be given to members of the bargaining unit. The Agency, at its sole discretion, will choose the bargaining unit member(s) that will participate in the 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 an 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 an academy or (2) utilize non-bargaining unit staff in the development, preparation, and/or

instruction of the academy. The Agency may elect to use only bargaining unit members in the development, preparation, and/or instruction of the academy.

- 9.4.4. Coaches who have had a regular trainee assignment(s) for a nine (9) month period shall be offered a coaching assignment pause when they end their training assignment. The assignment pause can be for a period of one (1) to three (3) weeks in duration to be determined by the coach. The coach will have the option to wave the pause entirely.

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 based on the employee's base rate of pay 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 or as soon as practical,

the Agency will provide an annual uniform allowance of three hundred (\$300.00) in the form of a “credit” at a company of the Agency’s choosing for the purchase of uniforms.

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

9.8. **Bilingual Pay.** Employees will receive a premium of three percent (3%) based on the employee’s base rate of pay 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 employee Note File shall be maintained by Operations Supervisors in accordance with Agency Directives. Documents in the employee 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 their own expense, copies of the contents of their employee files.

10.5. An employee shall be furnished a copy of all materials placed in their personnel, employee Note 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 the employee was notified any item placed in the employee file, and the response shall become a part of the file.

10.6. No portion of an employee's personnel, training file, or employee Note File shall be transmitted outside the Agency without the employee's consent or an order of a court of competent jurisdiction, except as necessary to maintain certifications. 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 and email message to the employee's Agency email account of such transmittal no later than the calendar day on which the transmittal occurs.

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 date of event occurrence. Documentation related to such discipline will be removed from the personnel file only if there is no similar general conduct or performance issue during the thirty-six (36) month period. 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. 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. A total of up to sixty (60) hours of unused accrued Holiday leave will be placed in the employee's vacation bank on the pay period ending June 30, unless the employee requests in writing to the Agency to cash out all or a portion of the unused accrued Holiday leave. Unused accrued Holiday leave in excess of sixty (60) hours at the time of the conversion will be cashed out during the pay period ending June 30. Unused Holiday leave converted to vacation under this section counts toward 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.

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:

Number of Months of Continuous Service	Number of Vacation Hours Earned Per Pay Period
6 to 60	4 hours
61 to 120	5 hours
121 to 180	6 hours
181 to 240	7 hours
241 and over	8 hours

12.2. **Maximum Accrual.** The maximum accrual of vacation leave for any employee shall be four hundred twenty (420) hours. 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 two weeks after shift bid is completed, 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 per day 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 they are slated to earn annually as per Article 12.1. 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. At no time during the three rounds of GV bidding, may a dispatcher schedule guaranteed vacation that would exceed the amount of vacation the dispatcher will accrue by the scheduled date. It is the dispatcher's responsibility to comply with this provision. Changes in an employee's accrual rate, which occur during GV calendar year will be included in the available hours to bid.
- 12.5.3.1. During the three rounds of vacation bidding guaranteed vacation hours scheduled by the employee reduce the amount of guaranteed vacation allowance the employee has available to schedule on an hour for hour basis. Guaranteed vacation must be used in whole work day increments.
- 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 their 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 their “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. The Agency may close unbid guaranteed vacation spots to maintain adequate staffing as determined by the Agency. 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 or their designee will review submitted leave requests and update the guaranteed vacation schedule calendar not less than once per week. Operations Supervisors or their designee will process the leave request and notify the requesting employee within seven (7) calendar days of the submittal date of the leave request. If the employee requires immediate feedback on their guaranteed

vacation request, it shall be the responsibility of the employee to make face-to-face or phone contact with an Operations Supervisor or designee. 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 designee.

- 12.6.2. 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. Guaranteed vacation leave scheduled after the three rounds of bidding will reduce the number of hours that an employee may schedule for guaranteed vacation on an hour-for-hour basis.

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

- 12.7.1. The employee must provide a written notice via email of the cancellation of their guaranteed vacation leave to the agency thirty-six (36) hours prior to the start of that leave. In its discretion, the Agency may approve a request to cancel guaranteed vacation without at least thirty-six (36) hours' notice.
- 12.7.2. Guaranteed vacation leave previously scheduled by the employee after the three rounds of bidding, but which is later rescinded by the employee, may be rescheduled on an hour for hour basis, subject to 12.6.2. These hours, in addition to the employee's existing accruals, are available to the employee to schedule in accordance with Article 12.6. Guaranteed vacation leave previously scheduled by the employee during the three rounds of bidding, but which is later rescinded by the employee, does not increase an employee's accruals. Employees will make reasonable efforts to avoid rescheduling guaranteed vacation.

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 seven (7) 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 or phone contact with an Operations Supervisor or designee. 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 designee. Processing a discretionary leave request occurs when an Operations Supervisor or designee 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, VD1, etc.).

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 their vacation, comp or holiday leave, the leave is not authorized. It is solely the employee's responsibility to ensure they have 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 their accrued and unused vacation leave. In the event of an employee's death, payment of such vacation leave shall be made to their 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 their duties during their regularly scheduled shift or assigned overtime may utilize accrued sick leave for the following reasons: personal illness or injury, pregnancy, to receive medical or dental diagnosis, care, or treatment that cannot be scheduled outside working hours, exposure to contagious diseases, critical illness or serious health condition of an immediate family member that requires attendance of the employee, or as required by state or federal law.

13.2.1. An employee may be required to furnish medical verification 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 13.2. 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. An employee returning to work following an absence of more than three (3) consecutive regularly scheduled workdays may be required to provide medical verification for the absence.

13.2.2. An employee returning to work following an absence of more than three (3) 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, RTW, or required medical verification by the Agency will comply with state and federal laws.

13.2.3. Sick leave abuse may be cause for disciplinary action including termination of employment. Total sick leave usage including patterns of usage will be reviewed as needed. Reasonable 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 six (6) month 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.

13.2.3.3. Use of sick leave after being denied short notice leave or the

cancellation of scheduled GV time.

13.2.3.4. Two or more sick leave absences during scheduled training or professional development training in a backwards-looking twelve (12) month period beginning with the most recent instance.

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.

13.2.6. If the Agency requests medical verification in accordance with this section (13.2), the Agency will pay any costs for providing the medical verification required that are not paid under the health benefit plan in which the employee is enrolled.

13.3. **Exhaustion of Sick Leave.** This provision only applies to leave that is not protected by state and/or federal leave laws. Leave under OFLA, FMLA, or other state or federal law is governed by the applicable Agency directive. When an employee has exhausted sick leave accruals, the employee may use accrued vacation, then holiday leave, unless the employee requests to use holiday leave accruals first. Use of comp time will not be permitted when sick leave is 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 Agency may request to meet with an employee summoned for jury duty and a union steward to discuss concerns related to staffing during an employee's scheduled jury service and potential solutions. 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.

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 or designee. A request to use bereavement leave for the death of an individual outside of the immediate family or the use of additional accrued leave may be approved by the Agency Director or designee. 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. A part-time employee will receive pro-rated Bereavement leave paid by the Agency.

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 their 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 or designee, 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 Director or designee. 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 their 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 or reimbursement from the Agency if they have 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 they 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 or designee. 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. The Agency will provide reasonable lodging accommodations for essential employees. If an employee is unable to get to work on their own, the employee will be in Leave without Pay (LWOP) and subject to disciplinary action.

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. Invited employees who wish to attend must notify the Operations Supervisor within three (3) days of notice of the invitation. The Agency will make every effort to allow all invited employees to attend, including posting the time for coverage through overtime. The Agency will only deny a request to attend if necessary to maintain minimum staffing. If the event takes place during an employee's (or employees') regular shift, at least one (1) invited employee will be granted paid leave to attend the event. If more than one (1) employee gives the Agency notice of their interest to attend and the attendance of all such employees cannot be accommodated, the employee(s) guaranteed to attend will be chosen at random. 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. **Association Business.** The Association President shall certify in writing to the Agency Director the names of the Association's authorized/designated representatives. Up to four (4) designated Association representatives may use reasonable time during their regularly scheduled work hours to engage in the following activities:

- A. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
- B. Attend investigatory meetings and due process hearings involving represented employees;
- C. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- D. Act as a representative of the Union for employees within the bargaining unit for purposes of collective bargaining with the Agency;
- E. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters. Meetings will be held bi-monthly on all odd numbered months. Any changes or cancellations of meetings shall be mutually agreed upon between the Association and Agency committee;
- F. Provide information regarding a collective bargaining agreement to newly hired employees as provided in Article 16.2.;
- G. Testify in a legal proceeding in which the authorized/designated representative has been subpoenaed as a witness.

Authorized/designated representatives will not engage in any activity on behalf of the Association during work time if doing so would cause a staffing shortage. Authorized/designated representatives shall provide their supervisor with fourteen (14) days' notice prior to engaging in the above activities where the activities are foreseeable. When fourteen (14) days' notice is not possible, authorized/designated representatives shall provide their supervisor with as much notice as practicable.

Employees who desire to conduct other Association-sanctioned business may request a leave of absence without pay under the normal leave of absence provision. The Association President, or their designee, shall submit a written request to the Operations Manager 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.

16.2. New Employees. Within ten (10) calendar 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, date of hire, salary, home and personal mailing address, personal and work electronic mail addresses, and cellular and home phone number(s), if the Agency has such information in its records.

The Agency will notify the Association as soon as possible of new employee orientation/onboarding dates. Meetings with newly hired employees shall take place within the timeframe for the In-House Academy. At new employee orientations, if staffing allows, the Agency shall provide up to two (2) of the authorized/designated representatives with one hundred twenty minutes (120), unless the full time is not needed, to make a presentation to all new bargaining unit employees and provide information regarding the collective bargaining agreement without undue interference. No new employee shall suffer a loss in compensation or benefits as a result of participating in or attending the new employee orientation.

When a new bargaining unit employee is hired after an employee orientation or when the Agency does not conduct an orientation, the Association shall be permitted to meet with newly hired bargaining unit employees for one hundred twenty (120) minutes, unless the full time is not needed, during work hours to provide information regarding a collective bargaining agreement without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. The meeting will be scheduled within thirty (30) days of the new employee's hire date by mutual agreement between the Agency and Association.

16.3. Use of Agency Equipment and Access. 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. Association representatives shall have access to Agency facilities and equipment for the following:

- A. The Association shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, workplace-related complaints, and other matters related to employment relations, without loss of compensation or benefits to any employee, including any authorized/designated representative attending the meeting. The activities permitted in this section will not interfere with Agency operations, cause a staffing shortage, or cause overtime.
- B. The Association shall have the right to use the Agency's facilities to conduct Association meetings.
- C. The Association's electronic mail system may be used by the Association for Association-related communications. The Agency may review Agency email based upon a legitimate business purpose.

16.4. **Contract Negotiation.** 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 training conferences, classes, meetings, and contract negotiation sessions. 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. WCDA will provide documentation of the expenditure of the funds to the Agency by December 1 each year. The Agency will pay the funds to WCDA for the upcoming year within fourteen (14) days of receiving the expenditure information from WCDA.

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. The Agency shall provide the Association an editable digital file, in a format agreed to by the Association, containing the following information for each employee in the bargaining unit, provided the Agency has such information in its records:

- A. The employee's name and date of hire;
- B. Contact information including:
 - 1. cellular and home telephone numbers;
 - 2. personal and work electronic mail addresses; and
 - 3. home or personal mailing address; and
- C. Employment information including the employee's job title and salary.

The Agency shall provide the information within ten (10) calendar days from the date of hire for newly hired employees, in accordance with Article 16.2. For employees in the bargaining unit who are not newly hired, the Agency shall provide the information at least every one-hundred-twenty (120) calendar days.

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 seniority in the classification for which the employee is hired. 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, layoff order, and recall. Also, it may be used for involuntary work schedule assignment dependent upon the qualifications needed for the involuntary assignment, pursuant to Articles 6.3 and 6.4. 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.

17.3. Classification seniority shall be used in determining work schedule selection. Also, it may be used for involuntary work schedule assignments, dependent upon the qualifications needed for the involuntary assignment, pursuant to Articles 6.3 and 6.4.

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 their 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 their 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 they seek 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 their 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 their designee will receive written advanced notice of its intent to interview them 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 Association President or their designee will also receive an electronic copy of the notice at the same time the employee is issued their notice. 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 their 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.

- H. The Agency will make reasonable efforts to complete investigations in a timely manner. If an investigation will take more than two (2) weeks to complete following a fact-finding meeting with an employee, the employee will be provided with weekly updates, electronically, to include anticipated completion date, or reason for expected delays by the investigating supervisor, or designee, until the employee receives a disposition.

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 PECBA, 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 PECBA.

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 initial 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. **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 Assistant 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. 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 Operations Manager, with copies to the Association (if filed by an employee) and the Agency Director. Unless the parties agree that a grievance meeting is unnecessary, a grievance meeting shall be held at a mutually agreed upon time within ten (10) calendar days of the Step 1 grievance filing. A response, in writing, shall be due from the designated grievance officer within ten (10) calendar days of the grievance meeting.

Step 2. If the grievance is not resolved, 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 in Step 1. Unless the parties agree that a grievance meeting is

unnecessary, a grievance meeting shall be held at a mutually agreed upon time within ten (10) calendar days of the Step 2 grievance filing. The Agency Assistant Director shall respond to the Association representative, in writing, within ten (10) calendar days of the grievance meeting.

Step 3. Mediation. If the grievance remains unresolved, the Association may submit the grievance to mediation within twenty (20) calendar days from the Step 2 response. The parties may mutually agree to a mediator or will use a mediator provided by the Employment Relations Board (ERB). The parties will share the costs of the mediator. The parties agree to promptly schedule mediation; if, within thirty (30) days of notice of mediation, the parties have not agreed to a mutually available date for mediation, the grievance may be advanced to arbitration.

Step 4 If the grievance still remains unresolved, an Association representative may serve notice to the Agency Director of the Association's intention to arbitrate the grievance. The notice must be served within forty-five (45) calendar days after mediation. If the parties do not set the mediation date within thirty (30) days after notice of mediation, as provided in Step 3, or if the parties agree to forego mediation, the notice of intent to arbitrate must be served within sixty (60) days of the Step 2 response.

21.2. 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.

21.3. Nothing in this Article is intended to deprive the employee of their right to representation by the Association at any step of this procedure as they may choose. The Association shall have exclusive decision-making authority over whether or not to file a timely referral to arbitration under Step 4 and any such decision reached in good faith shall be binding on the employee grievant involved.

21.4. 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.

21.5. 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 they shall have no power to alter, modify, add to or detract from the terms of this Agreement. Their decisions shall be limited to application, interpretation or violation of specific

language contained in the Agreement. The arbitrator shall be asked to submit their award, in writing, within thirty (30) days from receipt of the parties' post-hearing briefs.

21.6. 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 CIS Copay Plan E 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 CIS 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 CIS Trust Vision Plan-A 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/ASI Flex) 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.

23.14. Part Time Employee Benefits (insurance, etc.) are pro-rated for a part-time employee. A part-time employee may opt-out of insurance benefits, subject to the terms of the insurance plan. Voluntary Benefits for a part-time employee will be paid by the employee (AFLAC, Supplemental Life and AD&D insurance, Trauma and/or Identity Theft coverage). The Agency will continue contributions to PERS and the deferred comp match, if enrolled, and HRA/VEBA.

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, 2027. 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, 2027, that it wishes to modify this Agreement.

SIGNATURES ON NEXT PAGE

DATED 22nd day of September, 2025.

**WASHINGTON COUNTY
CONSOLIDATED COMMUNICATIONS
AGENCY**

**WASHINGTON COUNTY
DISPATCHER'S ASSOCIATION**

By: _____
Keith Mays
Chair, WCCCA CEO Executive Board
Sherwood City Councilor

By: _____
Katie Fisher
WCDA President

By: _____
Mark Buchholz
WCCCA Executive Director

SCHEDULE A: Bargaining Unit Wages

Effective and retroactive to July 1, 2024, the wage rates in effect on June 30, 2024, will increase by five percent (5%).

Effective and retroactive to January 1, 2025, the wage rates in effect on December 31, 2024 will increase by three percent (3%).

Effective and retroactive to July 1, 2025, the wage rates in effect on June 30, 2025, will increase by five percent (5%).

Effective July 1, 2026, the wage rates in effect on June 30, 2026, will increase by five percent (5%).

Therefore, the listed wage rates are published as follows:

Effective July 1, 2024 Increase: 5.0%					
Trainee					
Step 1					
\$29.31					
Call Taker or Dispatcher Trainee					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$30.24	\$31.74	\$33.33	\$35.00	\$36.75	\$38.59
Police or Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$33.38	\$35.05	\$36.80	\$38.65	\$40.57	\$42.60
Lead Police Dispatcher or Lead Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$36.71	\$38.56	\$40.48	\$42.51	\$44.63	\$46.87
Multi-Discipline Dispatcher (MDD)					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$36.76	\$38.60	\$40.53	\$42.56	\$44.69	\$46.92
Lead MDD					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$40.44	\$42.46	\$44.58	\$46.83	\$49.16	\$51.62

Effective January 1, 2025 Increase: 3.0%					
Trainee					
Step 1					
\$30.19					
Call Taker or Dispatcher Trainee					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$31.15	\$32.69	\$34.33	\$36.05	\$37.85	\$39.75
Police or Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$34.38	\$36.10	\$37.90	\$39.81	\$41.79	\$43.88
Lead Police Dispatcher or Lead Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$37.81	\$39.72	\$41.69	\$43.79	\$45.97	\$48.28
Multi-Discipline Dispatcher (MDD)					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$37.86	\$39.76	\$41.75	\$43.84	\$46.03	\$48.33
Lead MDD					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$41.65	\$43.73	\$45.92	\$48.23	\$50.63	\$53.17

Effective July 1, 2025 Increase: 5.0%					
Trainee					
Step 1					
\$31.70					
Call Taker or Dispatcher Trainee					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$32.71	\$34.32	\$36.05	\$37.85	\$39.74	\$41.74
Police or Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$36.10	\$37.91	\$39.80	\$41.80	\$43.88	\$46.07
Lead Police Dispatcher or Lead Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$39.70	\$41.71	\$43.77	\$45.98	\$48.27	\$50.69
Multi-Discipline Dispatcher (MDD)					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$39.75	\$41.75	\$43.84	\$46.03	\$48.33	\$50.75
Lead MDD					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$43.73	\$45.92	\$48.22	\$50.64	\$53.16	\$55.83

Effective July 1, 2026 Increase: 5.0%					
Trainee					
Step 1					
\$33.29					
Call Taker or Dispatcher Trainee					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$34.35	\$36.04	\$37.85	\$39.74	\$41.73	\$43.83
Police or Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$37.91	\$39.81	\$41.79	\$43.89	\$46.07	\$48.37
Lead Police Dispatcher or Lead Fire Dispatcher					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$41.69	\$43.80	\$45.96	\$48.28	\$50.68	\$53.22
Multi-Discipline Dispatcher (MDD)					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$41.74	\$43.84	\$46.03	\$48.33	\$50.75	\$53.29
Lead MDD					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$45.92	\$48.22	\$50.63	\$53.17	\$55.82	\$58.62

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, 2024-December 31, 2024

Provider	Level of Coverage	Total Monthly Premium	Agency Contribution*	Employee Contribution*
Regence w/ Alt Care, Hearing (CIS Plan E) & Vision (CIS Vision-A)	Employee	\$784.87	\$784.87	\$0.00
	Employee + child	\$1,456.72	\$1,369.32	\$87.40
	Employee + spouse	\$1,664.94	\$1,565.04	\$99.90
	Employee + children	\$1,945.86	\$1,829.11	\$116.75
	Employee + family	\$2,244.38	\$2,109.72	\$134.66
Kaiser w/ Alt Care, Hearing & Vision (Kaiser Copay B)	Employee	\$836.53	\$836.53	\$0.00
	Employee + child	\$1,534.31	\$1,442.25	\$92.06
	Employee + spouse	\$1,752.80	\$1,647.63	\$105.17
	Employee + children	\$2,069.25	\$1,945.10	\$124.16
	Employee + family	\$2,385.72	\$2,242.58	\$143.14
Delta Dental (CIS Dental Plan II)	Employee	\$63.69	\$63.69	\$0.00
	Employee + child	\$97.86	\$91.99	\$5.87
	Employee + spouse	\$111.90	\$105.19	\$6.71
	Employee + children	\$180.48	\$169.65	\$10.83
	Employee + family	\$208.16	\$195.67	\$12.49
Kaiser Dental (Kaiser Dental II)	Employee	\$76.65	\$76.65	\$0.00
	Employee + child	\$118.06	\$110.98	\$7.08
	Employee + spouse	\$134.94	\$126.84	\$8.10
	Employee + children	\$222.54	\$209.19	\$13.35
	Employee + family	\$256.64	\$241.24	\$15.40
Willamette Dental (Willamette Dental- A)	Employee	\$56.68	\$56.68	\$0.00
	Employee + child	\$89.65	\$84.27	\$5.38
	Employee + spouse	\$102.47	\$96.32	\$6.15
	Employee + children	\$156.40	\$147.02	\$9.38
	Employee + family	\$180.40	\$169.58	\$10.82

* Agency and Employee contributions are prorated for benefit eligible part time employees

* Benefit eligible part time employees pay half of the Total Monthly Premium amount

WCCCA Premium Contribution Rates

January 1, 2025-December 31, 2025

Provider	Level of Coverage	Total Monthly Premium	Agency Contribution*	Employee Contribution*
Regence w/ Alt Care, Hearing (CIS Plan E) & Vision (CIS Vision-A)	Employee	\$856.99	\$856.99	\$0.00
	Employee + child	\$1,590.93	\$1,495.47	\$95.46
	Employee + spouse	\$1,818.27	\$1,709.17	\$109.10
	Employee + children	\$2,124.80	\$1,997.31	\$127.49
	Employee + family	\$2,450.82	\$2,303.77	\$147.05
Kaiser w/ Alt Care, Hearing & Vision (Kaiser Copay B)	Employee	\$909.16	\$909.16	\$0.00
	Employee + child	\$1,661.96	\$1,562.24	\$99.72
	Employee + spouse	\$1,898.66	\$1,784.74	\$113.92
	Employee + children	\$2,241.56	\$2,107.07	\$134.49
	Employee + family	\$2,584.40	\$2,429.34	\$155.06
Delta Dental (CIS Dental Plan VII with orthodontic coverage)	Employee	\$70.80	\$70.80	\$0.00
	Employee + child	\$109.29	\$102.73	\$6.56
	Employee + spouse	\$124.97	\$117.47	\$7.50
	Employee + children	\$207.25	\$194.82	\$12.44
	Employee + family	\$239.04	\$224.70	\$14.34
Kaiser Dental (Kaiser Dental II with orthodontic coverage)	Employee	\$74.04	\$74.04	\$0.00
	Employee + child	\$114.06	\$107.22	\$6.84
	Employee + spouse	\$130.38	\$122.56	\$7.82
	Employee + children	\$215.00	\$202.10	\$12.90
	Employee + family	\$247.94	\$233.06	\$14.88
Willamette Dental (Willamette Dental-A with orthodontic coverage)	Employee	\$58.68	\$58.68	\$0.00
	Employee + child	\$89.65	\$84.27	\$5.38
	Employee + spouse	\$102.47	\$96.32	\$6.15
	Employee + children	\$156.40	\$147.02	\$9.38
	Employee + family	\$180.40	\$169.58	\$10.82

* Agency and Employee contributions are prorated for benefit eligible part time employees

* Benefit eligible part time employees pay a prorated amount of the "Total Monthly Premium"

WCCCA Premium Contribution Rates

January 1, 2026-December 31, 2026

Provider	Level of Coverage	Total Monthly Premium	Agency Contribution*	Employee Contribution*
Medical				
Regence w/ Alt Care, Hearing (CIS Plan E) & Vision (CIS Vision-A)	Employee	\$934.57	\$934.57	\$0.00
	Employee + child	\$1,735.05	\$1,630.95	\$104.10
	Employee + spouse	\$1,983.12	\$1,864.13	\$118.99
	Employee + children	\$2,317.23	\$2,178.20	\$139.03
	Employee + family	\$2,672.71	\$2,512.35	\$160.36
Medical				
Kaiser w/ Alt Care, Hearing & Vision (Kaiser Copay B)	Employee	\$1,022.62	\$1,022.62	\$0.00
	Employee + child	\$1,875.87	\$1,763.32	\$112.55
	Employee + spouse	\$2,143.08	\$2,014.50	\$128.58
	Employee + children	\$2,530.12	\$2,378.31	\$151.81
	Employee + family	\$2,917.12	\$2,742.09	\$175.03
Medical				
Surrest w/ Alt Care, Hearing & Vision (CIS Vision-A)	Employee	\$815.10	\$815.10	\$0.00
	Employee + child	\$1,509.83	\$1,419.24	\$90.59
	Employee + spouse	\$1,725.29	\$1,621.77	\$103.52
	Employee + children	\$2,014.27	\$1,893.41	\$120.86
	Employee + family	\$2,322.88	\$2,183.51	\$139.37
Dental				
Delta Dental (CIS Dental Plan VII with orthodontic coverage)	Employee	\$74.20	\$74.20	\$0.00
	Employee + child	\$114.50	\$107.63	\$6.87
	Employee + spouse	\$130.93	\$123.07	\$7.86
	Employee + children	\$216.88	\$203.87	\$13.01
	Employee + family	\$250.13	\$235.12	\$15.01
Dental				
Kaiser Dental (Kaiser Dental II with orthodontic coverage)	Employee	\$76.06	\$76.06	\$0.00
	Employee + child	\$117.15	\$110.12	\$7.03
	Employee + spouse	\$133.91	\$125.88	\$8.03
	Employee + children	\$220.58	\$207.35	\$13.23
	Employee + family	\$254.37	\$239.11	\$15.26
Dental				
Willamette Dental (Willamette Dental- A with orthodontic coverage)	Employee	\$62.78	\$62.78	\$0.00
	Employee + child	\$95.92	\$90.16	\$5.76
	Employee + spouse	\$109.64	\$103.06	\$6.58
	Employee + children	\$167.33	\$157.29	\$10.04
	Employee + family	\$193.01	\$181.43	\$11.58

* Agency and Employee contributions are prorated for benefit eligible part time employees

* Benefit eligible part time employees pay a prorated amount of the "Total Monthly Premium"

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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 their job per the Fit for Duty policy is impaired or that the employee's ability to perform their 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, they 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.

- D. 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	.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, they 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 their 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 them 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 through 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 their own choosing, they 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 effect 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