

AGREEMENT  
BETWEEN  
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT  
AND  
DESCHUTES 9-1-1  
EMPLOYEES ASSOCIATION



July 1, 2012 –June 30, 2016

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AGREEMENT BETWEEN DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

AND

DESCHUTES 9-1-1 EMPLOYEES ASSOCIATION

That certain Agreement by and between Deschutes County 9-1-1 Service District, a County Service District, and Deschutes 9-1-1 Employees Association.

**1. PREAMBLE AND SCOPE**

- A. This Agreement is entered into by and between the Deschutes County 9-1-1 Service District, a County Service District, (“District”, ), and the Deschutes 9-1-1 Employees Association, (“Association”). As used in this Agreement, the term “Director” shall at all times refer to the District’s Director or the Director’s designee.
- B. This Agreement shall apply to regular full-time Deschutes County 9-1-1 Service District personnel, excluding elected officials, supervisors, confidential employees and volunteers.

**2. RECOGNITION**

- A. The District recognizes the Association as the sole and exclusive representative with respect to wages, hours and specified conditions of employment, for all regular, full-time employees included in the bargaining unit, as set out below.
  - 1. Telecommunicator I
  - 2. Telecommunicator II
  - 3. Telecommunicator III
- B. In the event the Director determines the need for a new classification, the Association will be notified, and thereafter, the Association shall have the right to negotiate with the Director regarding the salary range. Should the parties be unable to reach an agreement as to the appropriate salary, the parties will utilize the statutory mid-contract bargaining process which shall not last longer than 30 days.

**3. CHECK-OFF AND SERVICE FEES**

- A. Every employee within the bargaining unit must, within thirty (30) days of commencing such employment, either (1) become a member of the Association

and sign and deliver to the District an authorization allowing the deduction of the Association's monthly dues from employee's pay; or (2) sign and deliver to the District an authorization allowing the District to deduct from the employee's pay a monthly service fee in lieu of dues, in an amount to be certified by the Association to the District.

- B. Notwithstanding the above, the Association expressly agrees that it will safeguard the rights of non-Association employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. An employee who chooses not to become a member of the Association based upon bona fide religious tenets or the teaching of a church or religious body of which the employee is a member shall pay the monthly service fee referred to above to a nonreligious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof, the employee shall request such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the District, when requested, that this has been done.
- C. The amounts to be deducted as Association dues shall be certified to the District by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the District by no later than the 5th day of the succeeding month after such deductions are made. The amount to be deducted by the District shall be determined by the Association who will so notify the District in writing.
- D. The District will furnish to the Association each month the Association's monthly dues payment and a listing of all employees covered by this Agreement who are paying monthly Association dues. Such listing shall contain the names of the employees, hire dates, and the job classification of each employee.
- E. The Association agrees that it will indemnify, defend and hold the District harmless from all suits, actions, proceedings or claims against the District or persons acting on behalf of the District, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Section. In the event an arbitrator, or a court of administrative agency of competent jurisdiction decides that any part of this Section is invalid and/or that reimbursement of the monthly service fee to a non-Association employee must be made, the Association shall be solely responsible for such reimbursement.

#### **4. MANAGEMENT RIGHTS**

- A. The rights of the Association and employees are limited to those specified by the terms of this Agreement. The District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to its responsibility to manage the affairs of the

District. The District shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, or any subject which was or might have been raised in the course of collective bargaining, except as provided in O.R.S. 243.698, with section (4) of the statute modified by changing the 90 day bargaining period to 30 days.

- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
1. To determine the service to be rendered to the citizens of the District jurisdiction.
  2. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit.
  3. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations or facilities for budgetary or other reasons.
  4. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
  5. To establish, revise and implement standards for hiring, classification, promotion, quality of work safety, materials, equipment, uniforms, appearance, methods, and procedures.
  6. To implement new, and to revise or discard, wholly or in part, old methods, policies, procedures, materials, equipment, facilities and standards.
  7. To assign and distribute work.
  8. To assign shifts, workdays, hours of work and work locations.
  9. To designate and to assign all work duties.
  10. To introduce new duties and to revise job classifications and duties within the bargaining unit.
  11. To determine the need for and the qualifications of new employees, transfers and promotions.

12. To discipline, suspend, demote or discharge an employee so long as such action is with just cause.
13. To determine the need for additional educational course, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the District.

**5. NO STRIKES AND NO LOCKOUTS**

- A. The Association and employees within the bargaining unit, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing or any other restrictions of work at any location. While acting in the course of their employment, employees shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous to the employee. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Section. Such disciplinary action shall be undertaken uniformly and shall not preclude or restrict recourse to any other remedies, including an action for damages, which, by reason of this Agreement, shall be available to the District.
- B. The District agrees that there will be no lockouts during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective conduct of employees, the Association will immediately use every good faith effort to ensure an orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the provisions of this Agreement.

**6. ASSOCIATION BUSINESS AND AGREEMENT RENEWAL**

- A. Employees elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section.
- B. The District shall allow up to the combined total of fifty (50) hours of on-duty time per year to the authorized representatives of the Association for the purpose of conducting Association business upon prior approval of the Director. No overtime shall be paid for Association business. Time spent meeting with the Director or the Director's designee at the Director's request, and time spent in the

County's Employee Benefits Advisory Committee meetings shall not count towards the 50 hours.

- C. The Association shall be eligible to use the District copier, fax and telephones. Any cost incurred by the District for said use shall be reimbursed to the District by the Association.
- D. The District agrees that a designated Association Representative, upon reasonable and proper introduction, shall have reasonable access to the premises of the district at any time during working hours for the purpose of assisting the administration of this Agreement.

**7. BULLETIN BOARD**

- A. The District agrees to maintain a minimum of four (4) square feet of bulletin board space in each separate division and/or building used by District personnel to be used by the Association.

**8. OUTSIDE EMPLOYMENT**

- A. An employee who wishes to work for another employer shall request approval from the Director. Authorization for an employee to engage in outside employment shall be granted by the Director if the employment meets the following conditions:
  - 1. The employment must not conflict with the employee's work for the District.
  - 2. The employment must in no way be a discredit to the District.
  - 3. The employment must in no way detract from the efficiency of the employee's duties for the District.
  - 4. In any situation where extra duty will be necessary in the employee's District work, such extra duty will take precedence over the employee's outside employment.
  - 5. No employee shall perform any service or employment during District working hours for which the employee receives additional outside compensation.
- B. The Director may withdraw authorization for any outside employment if the employee or employment if the employee or employment violates any of the conditions set forth in Section A above.

**9. SENIORITY AND LAYOFF**

- A. Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service with the District. Unless leave is protected leave under FMLA or OFLA, an employee will cease accruing seniority at the end of a pay period when the employee begins an approved leave of absence without pay of more than thirty-one (31) days; however such employee shall not lose any seniority already accrued. An employee will resume accruing seniority again from the beginning of the pay period when the employee returns to work. Seniority shall be frozen should an employee accept promotion outside of the bargaining unit.
- B. The District will provide the Association with a copy of the seniority list upon request from the Association, which will then be posted on the bulletin board.
- C. An employee shall lose all seniority in the event of a voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Section 9, Paragraph E of this Agreement, is laid off work for a period of time greater than twenty-four (24) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.
- D. Layoff shall be in the inverse order of seniority within classification, by District seniority, with the exception that a less senior employee with the special skill of being bilingual in Spanish as provided in Section 11.I.iii, may be retained over a more senior employee or employees. If an employee is laid off, that employee may elect to displace an employee in a lower classification at a lesser pay range provided that the employee electing to displace another has greater District seniority and is qualified to perform the lower classification. An employee must notify the District of his/her decision to displace another employee within six (6) working days of receipt of the layoff notice. The employee displaced by this process must be the employee with the least District seniority in the lower classification. An employee subject to layoff displacement may, in turn, invoke this displacement process if such an opportunity exists.
- E. Employees shall be recalled in the inverse order of layoff, that is, the laid off employee with the most seniority will be the first employee recalled. An employee's failure to respond to a recall notice as specified by Section 9.C of this Agreement, shall constitute a waiver of the employee's recall rights. In the case of a tie in seniority, the employee with the earliest birth month and date shall win the tie.



**10. HOURS OF WORK**

- A. The regular hours of work each day shall be consecutive and shall include a one-half (1/2) hour paid lunch period.
- B. A normal work day shall consist of eight (8) hours per day on the basis of a five (5) day work week (5-8 plan), ten (10) hours per day on the basis of a four (4) day work week (4-10), or twelve hours (12) per day on the basis of a (4-12) plan.
- C. A normal work week shall begin Sunday and end on Saturday and shall consist of 5 consecutive work days with 2 consecutive days off for a (5-8) plan, 4 consecutive work days with 3 consecutive days off for a (4-10) plan and 4 consecutive work days with 4 consecutive days off in an 8 day week for a (4-12) plan.
- D. An employee may substitute for another employee on a shift under the following provisions:
  - 1. Employees may request shift substitutions and the Director shall not unreasonably deny the request. Employees may request to allow one employee (the “covering employee”) to substitute for another employee (the “assigned employee”) in the assigned employee’s originally assigned shift. The employees shall make the request by submitting a shift substitution form to the Director or designee. The Director or designee shall indicate approval or disapproval of the request and return the form to the employees.
  - 2. No employee may work any one shift longer than sixteen (16) consecutive hours.
  - 3. The covering employee must be trained and qualified to perform the functions of the assigned employee.
  - 4. The covering employee shall receive no compensation for working the substituted shift. The District shall compensate the assigned employee at the assigned employee’s regular rate of pay including any available premiums such as overtime or Holiday Pay. The District shall incur no additional premium costs as a result of the substitution.
  - 5. Once the Director or designee has approved the substitution, the covering employee assumes responsibility for the coverage of the shift. In the event the covering employee is excused from all or part of the covered shift for reasons including illness or additional time off, the leave time shall be charged to the covering employee’s account.
- E. Work schedules showing the employee’s work days and hours shall be posted on the departmental bulletin board. Except for special or emergency situations, and

for the duration of the special or emergency situation, changes in work schedules shall be posted seven (7) days prior to the effective date of the change.

- F. Should the present plan for hours worked, days off and shift rotation plan be changed by the District, the District agrees to negotiate the impact of such change as provided in the Oregon Public Employees Collective Bargaining Act.
- G. Employees shall be allowed to leave the building during their lunch as long as minimum staffing levels are maintained and user/public safety is not compromised. In addition, Supervisors may require that employees remain on premise during their lunch period if an emergency situation dictates the possible need for additional staffing.
- H. Employees shall be given the opportunity to bid for shifts and teams for the following year, within each classification, based on seniority, provided that the District may override the bid and reassign an employee if required by the District's reasonable operating needs. If the District reassigns an employee the District will provide the employee with an explanation of the reasons for the reassignment. This process shall take place at a time sufficient to allow for vacation sign ups to commence in October. This provision shall not be grievable beyond step three (3) of the grievance procedure.
- I. Hourly Rate Pay Calculations for the 4 x 12 Work Week:

It is agreed by the Deschutes 9-1-1 Employees Association and the Deschutes County 9-1-1 Service District that the following procedures will be used to calculate hourly rate of pay:

1. All full-time employees shall receive their full monthly salary as a base minimum, provided the employee works or is on paid status for his/her regularly scheduled hours. Base pay calculations will be based on an average of 182.5 hours per month. When an employee works more than 40 hours in a workweek (Sunday – Saturday), the employee will be compensated at a rate of 1.5 times per hour of overtime worked.
2. For the purpose of calculating overtime, hours worked include all paid time except time used for sick leave is excluded from hours worked.
3. Lead and FTO premiums will be based on 182.5 hour work months as long as the 4x12 schedule remains in effect.
4. If employees return to a 40 hour workweek, either 5x8 or 4x10, the monthly base pay calculations will be redone based on a 173.33 hour work month.

J. Long-term shift trades:

1. Long-term shift trades arise when two employees request and receive permission from the Director to trade their assigned shifts on an ongoing basis.
2. Employees may request long-term shift trades and the Director shall not unreasonably deny such requests.
3. Approval of a long-term shift trade results in a new schedule for each employee involved in such a trade and each employee is committed to their new schedule for the duration of the time period of the approved trade as if it was the shift the employee originally obtained during the shift-bidding process.
4. Each employee involved in a long-term shift trade shall accrue and accept any increase or loss in compensation (e.g. Holiday Pay) or other employee benefits that result from the trade.

**11. COMPENSATION**

- A. Wages for employees in the bargaining unit shall be in accordance with the salary schedule in the Appendixes which are attached hereto and by this reference incorporated herein.
- B. Longevity Pay. Employees who have worked continuously for the District or its predecessor agencies, shall receive an additional amount of pay per month for each five years of continuous full-time service worked.

\$65.00	FY	2012/13
\$67.50	FY	2013/14
\$70.00	FY	2014/15
\$72.50	FY	2015/16

Longevity pay shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months except under special circumstances to be determined by the Director.
2. Discharge for Cause.
3. A lay-off period for greater than eighteen (18) months. Time off during lay-off period shall not count toward longevity accrual.

4. Failure to report to work at the termination of an extended leave of absence.
  5. Acceptance of employment without permission while on leave of absence.
  6. Retirement.
- C. Pay Periods. Employees shall be paid on a monthly basis, and shall receive the check on the last working day of the month. In the event the regular pay day shall fall on a Saturday, Sunday, or a District recognized holiday, the last preceding regular work day shall be the regular pay day in lieu of the last day of the month.
- D. Training Premium:
1. Employees, who are qualified and approved to be a Field Training Officer will have the opportunity to train. Tasks involved in training and qualifications for such are further defined in the Deschutes County 9-1-1 Service District Field Training Officer Policy.
  2. The District shall pay employees covered by this Agreement a 10% premium above their base rate for the hours spent doing training. Employees who are not certified as an FTO but may be temporarily assigned to that position shall also be paid the 10% premium for actual time spent in that assignment.
- E. Lead Dispatcher Premium:
1. Lead Dispatcher Premium - An employee designated as a Lead Dispatcher will receive premium pay of 7.5% of the employee's monthly base salary, for each month during which the employee is designated to serve as a Lead.
  2. The intention of this position is to serve as a training and development tool for employees seeking to advance in the District, as well as to provide for additional supervision of the work performed when a regular full time supervisor is not present.
  3. To qualify as a Lead Dispatcher, employees will be required to submit a written request for consideration which outlines their qualifications; must "meet standards" in each category of their most recent performance evaluation; and, must have the endorsement of their immediate supervisor. The final decision on who is assigned will rest with the Director. This is not intended to be a permanent classification, and at the discretion of the Director, employees may be rotated through available positions.
  4. When serving as Lead Dispatcher, employees will have the status of an "Acting Supervisor" and must be willing to assume the responsibilities that go with the position. These would include insuring that the rules and

regulations of the District are followed. Lead Dispatchers are not expected to administer discipline, but they are expected to ensure that any inappropriate conduct that comes to their attention is immediately addressed. They are also expected to report violations of policy to their supervisor.

F. On-Call Personnel:

1. The Association will supply the District with an on-call personnel list for the purpose of shift vacancy coverage. The on-call person will be supplied with a pager by the District and when on call, will be within one hour response of the District.
2. The on-call list will be kept current by the Association. The on-call person will be responsible for covering or assuring coverage of a shift vacancy during their on-call assignment.
3. Compensation for the on-call person will be at the rate of 6 (six) hours of comp time or 6 (six) hours of straight-time pay, per day, at the choice of the employee. Staff called in to work will be compensated at the overtime rate.

G. Coverage of Unscheduled Absences. Effective January 1, 2014, the District may choose to ensure adequate staffing by use of the On-Call Personnel system defined in Section 11.F or by use of the following staffing incentive system:

1. The District will first attempt to cover the shortage using existing staff on duty, including trainees who are qualified to cover the vacancy, shift supervisors, the training coordinator or the operations manager, if available.
2. If adequate staffing has not been achieved, the District will then ask employees who are on duty to hold over on a voluntary basis and will compensate the extra hours at double-time (2 times the employee's regular rate of pay converted to an hourly rate) or the equivalent number of hours as compensatory time off.
3. If adequate staffing has not been achieved, the District will then send out an "all-call" page in an attempt to find a volunteer to cover the shortage. Any employee who responds to the "all-call" page and covers the shortage will be compensated at double-time (2 times the employee's regular rate of pay converted to an hourly rate) or the equivalent number of hours as compensatory time off.
4. If adequate staffing has not been achieved, the District will call employees from the call-back list in reverse order of seniority. The District will require the first employee who is available and fit for duty to report to work. The District will compensate the employee assigned to report to

work in accordance with the provisions of Section 18 and at the usual overtime rate (1 ½ times the employee's regular rate of pay converted to an hourly rate) or the equivalent number of hours as compensatory time off.

5. If adequate staffing has not been achieved, the District will require an employee currently on duty to remain on duty beyond the end of the employee's shift. Employees who are assigned to hold over in this fashion will be compensated at double-time (2 times the employee's regular rate of pay converted to an hourly rate) or the equivalent number of hours as compensatory time off.

H. Educational Expenses:

1. The District will reimburse 50% of tuition for classes leading toward AA/AS or BA/BS degree in; a.) Criminal Justice, b.) Fire Science, c.) Business Management, d.) Computer Science, or e.) Communications. Such reimbursement would be applied to any class needed to fulfill degree requirements, subject to approval. Applicant must be a declared degree seeker, or the specific class(es) must be directly job-related.
2. Applicant must be an employee of the District for at least two years prior to the beginning of the requested class(es).
3. Applicant must receive a "C" grade or better.
4. Funds must be available.
5. Requests are subject to prior approval.

I. Certification Pay:

1. The District shall pay certification pay of five (5) percent of base pay to employees who have received an Intermediate Telecommunicator Certificate.
2. The District shall pay certification pay of nine (9) percent of base pay to employees who have received an Advanced Telecommunicator Certificate.
3. Employees who are bilingual in Spanish at the intermediate level shall receive \$125.00 per month.

**12. TRAVEL AND TRAINING TIME**

- A. Out of town travel is covered by two sets of rules, depending on whether the assignment is for one day or requires an overnight stay. If an employee is given a one-day assignment in another city that does not require an overnight stay, all the time spent traveling between cities is counted as hours worked. However, time spent traveling between the employee's home and the airport (during the employee's departure or return) is not considered to be work time because it is the equivalent of travel between work and home.
- B. If the employee's out-of-town assignment requires an overnight stay, time spent traveling to and from the other city during normal work hours (including during a normally scheduled day off) will be compensated at the employee's base rate of pay. No overtime will be paid for travel time when an overnight stay is involved, unless the total hours for the training and travel exceed what hours the employee's normal workweek would encompass. When travel time falls outside of an employee's normal work hours, the travel time shall be compensated if such travel time is by automobile (either as driver or as passenger) and not paid if such travel is via airplane. In situations such as these, the training shall be pre-planned and the employee's schedule may be adjusted to minimize additional hours that will be worked in excess of their normally scheduled hours for the week. In cases where training exceeds the normally scheduled hours for the week, overtime will be paid.

**13. WORKING OUT OF CLASSIFICATION**

Any employee assigned to perform the functions of a higher classification for more than three continuous working shifts shall receive the pay for the higher classification or a 10% premium of the employee's regular wage, whichever is greater.

**14. MILEAGE AND EXPENSES**

Reimbursement for travel and other incidental expenses will be made by the District as provided in the then-current Travel and/or Miscellaneous Expense policies of Deschutes County.

**15. PAY STEPS**

- A. An employee will receive an automatic step increase after successful completion of initial, new hire training. This date will become the anniversary date.

- B. Employees who are promoted into a higher salary classification will receive no less than a five percent 5% wage increase above the wage last received before the promotion. Promotion and reclassification will become effective only upon successful completion of training required by the District. The date of successful completion of training required by the District in order to be promoted will become the new anniversary date of the promoted employee.
- C. An employee is eligible for a step increase on the first of the month following the employee's anniversary date in their current classification. An employee is eligible for step increases annually thereafter, until the employee reaches the top of the range in that classification.
- D. Annual step increases shall be granted for employees who meet performance standards and have not reached the top step of their salary range.
- E. Individual performance evaluations are not grievable. However, the denial of a step increase may be grieved by the Association.

**16. OVERTIME**

- A. Overtime as used in this Agreement, shall mean that time an employee is authorized and directed to work in excess of employee's normal work week and/or work day.
- B. Overtime shall be computed to the nearest 15 minutes.
- C. Overtime shall be paid at a rate of time and one-half ( 1 ½) times the regular rate of pay converted to an hourly rate.
- D. There shall be no pyramiding of overtime.
- E. Overtime opportunities that can be scheduled in advance shall be posted for voluntary sign-up two weeks (14 days) in advance. In the event there are multiple volunteers for an overtime shift, the employee with the most overall seniority shall be eligible for the shift. In the event a shift remains vacant due to a lack of volunteers, the shift shall be assigned in the following manner:
  - 1. Overtime will be assigned in order of reverse seniority, within that employee's currently assigned classification. For each classification, one rotating assignment list shall be maintained, in order of reverse seniority. If an employee changes classifications within the bargaining unit, the employee's seniority will not change.
  - 2. For the purposes of this section, a "round" is defined as completing one full succession, from top to bottom, of the assignment list of employees within a



classification. Employees unavailable for one or more rounds should normally be assigned additional shifts of an equal amount prior to the assignment of other employees.

Assignments should be made from the oldest “round” in existence, whenever possible, to ensure the equal distribution of assigned overtime shifts. This may result in more-senior employees being assigned prior to less-senior employees, and could also result in multiple assignments to a single employee prior to the assignment of other employees.

3. Seniority lists documenting assignment rounds when mandatory overtime is required shall be continuous from year to year.
4. Employees released from training shall be introduced to the appropriate assignment list by seniority, but shall be given a “pass” for all except the most recent existing assignment round. Assignments from previous rounds shall still take precedence prior to the assignment of the newly released employee. (For example, employees with greater seniority, who were skipped during previous assignment rounds due to unavailability, would still need to fulfill their assignments, if possible. Once those rounds were complete – or if there were no available employees in prior rounds – the newly released employee would be assigned as appropriate).
5. Generally, mandatory overtime assignments shall be conducted in the following order:
  - a. Call-taking overtime shifts shall be assigned to available Telecommunications Call Takers (call takers), in chronological order, from the Call Taker assignment list. Shifts for which there is no available call taker shall be skipped.
  - b. Remaining call-taking overtime shifts shall be combined with any fire overtime shifts, and shall be assigned in chronological order to Telecommunications Fire/EMS Specialists (fire dispatchers). Shifts of either type, for which there is no available fire dispatcher, shall be skipped.
  - c. Remaining shifts of any type shall be assigned, in chronological order, to Telecommunications Specialists (police dispatchers).
6. An employee shall not be assigned mandatory overtime if:
  - a. The employee is already working during part or all of the scheduled overtime shift; or,

- b. The employee is on pre-approved time off (including days before or following a primary vacation block) during part of all of the scheduled overtime shift; or,
  - c. The employee is on pre-approved training during part or all of the scheduled overtime shift, unless a supervisor deems it appropriate to assign the overtime shift to an employee in lieu of the training shift; or,
  - d. The employee has been approved for a shift substitution, for which the substituted hours or reimbursement hours conflict with the scheduled overtime shift; provided that if there are no other available employee(s) to fill the scheduled overtime shift, the assigned overtime shift shall take precedence over the traded shift and the employee with the approved shift trade may be required to work; or,
  - e. The overtime shift conflicts with an employee's scheduled shift or an overtime shift or shifts for which the employee has already volunteered or been assigned, as defined below.
  - f. Except in emergency situations, no employee shall be scheduled for more than sixteen (16) consecutive hours of active duty or other assigned work (e.g., training), and should normally be assigned to no more than twelve (12) consecutive hours of active duty or other assigned work. The minimum time between assigned and/or regular shifts shall be at least eight (8) hours. This section should not be construed to disallow the assignment of adjacent shifts for which the total length is twelve hours. (For example, an employee could be assigned two back-to-back shifts, each of six-hours duration, if necessary).
7. Once assigned, an overtime shift shall not be extended nor shall it include additional hours, in lieu of posting or assigning a new overtime shift.
8. If a mandatory assigned overtime shift is cancelled no more than four (4) calendar days prior to the start of the shift, for the purpose of placement on the assignment list, the assigned employee shall be considered to have fulfilled the overtime shift. If an overtime shift is cancelled with less than eight (8) hours notice to an employee, the employee shall be paid at the callback rate specified in Section 18. If the employee is given eight (8) or more hours notice, the employee shall not be entitled to be paid at the callback rate.
9. If an employee assigned overtime finds a voluntary replacement to work the shift, the employee shall be considered to have fulfilled the shift, for the purpose of placement on the assignment list. However the replacement employee's standing on the assignment list shall not be affected.

- F. If there is not sufficient time to schedule overtime two weeks (14 days) in advance, the overtime shall be assigned in the following order:
1. The staff person on call (assigned to pager duty) shall be called in to work the shift. The on-call person will work the shift or will secure a qualified alternate to work the shift.
  2. If additional staffing is required, the supervisor will request off-duty staff volunteer for an extra shift. (For example, by posting additional overtime for voluntary sign-up, or via an all-call page-out in the event of an immediate need). In the event of multiple volunteers, preference shall be given to the employee with the highest overall seniority whenever possible.
  3. If there are no volunteers, and additional coverage is required, overtime shall be assigned based on the system outlined in Section E. In the event the District is unable to contact an employee, or the employee is unavailable or unfit for duty the District shall proceed to the next available employee until the assignment is fulfilled.
  4. In the event the District exercises its option to discontinue the On-Call Personnel system described in Section 11.F, adequate staffing shall be met through the provisions of Section 11.G.
- G. By mutual agreement of the employee and the District, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1 ½) hours for each overtime hour worked. An employee may accrue up to ninety-six (96) hours of compensatory time during any fiscal year. Additionally, an employee's compensatory time accrual shall not exceed ninety-six (96) hours at any time.

## **17. COURT TIME**

- A. Court time, as defined in this Agreement, is any legal, equitable, or administrative proceeding arising as a result of the performance of the employee's duties with the district, where the employee is subpoenaed to appear in court on a civil or criminal case.
- B. Authorized court time outside the regular duty hours shall be compensated at the overtime rate for a minimum of three (3) hours.
- C. The employee will turn in any subpoena fees to the District that the employee receives as a result of going to court.
- D. All witness fees, excluding mileage allowance, and related remuneration paid for appearance in court proceedings during the employee's scheduled shift, or for

which the employee is entitled to compensation by the District, shall be turned over to the District.

- E. If a court or hearing appearance is scheduled for an employee's day off and is canceled without actual notification to the employee being received within twenty-four (24) hours of such appearance time, the employee shall be paid for two (2) hours at employee's overtime rate. This entire section shall not apply in proceedings initiated by the employee against the District.

**18. CALL BACK TIME**

- A. When the employees are called back by the District to active duty, they shall be compensated at the overtime rate for a minimum of three (3) hours. The callback minimum does not apply if the meeting, training or active duty directly adjoins the employee's shift. The callback minimum shall also not apply to an employee who reports to training or a meeting on a strictly voluntary basis. All employees shall be compensated at a minimum of the scheduled length of trainings or meetings. If no notice is provided concerning the scheduled length of the training or meeting, the callback minimum shall apply.

**19. HOLIDAYS**

- A. Employees will accrue eight (8) hours per month for personal time off in lieu of holidays. Time off in lieu of holidays taken by employees will be deducted hour for hour. In the event of death, termination or resignation of an employee during the initial six months of employment, no payment in lieu of holiday time off shall be made. Thereafter, employees are entitled to payment of accrued personal time off in lieu of holidays, prorated through any portion of the last pay period.
- B. Upon application, which can be made no more than twice per contract year, an employee may be paid for up to 48 hours per contract year for the personal time. Up to 96 hours of personal time may be carried from fiscal year to fiscal year. Employees who have accrued more than 96 hours of personal (holiday) time as of July 1 of the current fiscal year will forfeit any time above that 96-hour limit.
- C. In the event an employee is required to work on one of the following holidays, which shall mean midnight to midnight, the employee shall receive compensation equal to the employee's regular straight time pay plus an additional amount equal to one and one-half (1 1/2) times the regular straight time pay:

- 1. Memorial Day
- 2. 4<sup>th</sup> of July
- 3. Thanksgiving Day
- 4. Christmas Day

## **20. TIME MANAGEMENT**

The specific application of this section will be governed by the 9-1-1 Employee's Association Time Management Program (Appendix B of this Agreement).

- A. Continuous service for the purpose of determining monthly earned time management accrual shall be paid service to the District unbroken by separation from the District, except that time spent on military leave, paid sick-bank leave, time off resulting from an occupational disability, paid education or law enforcement training leave, or as an employee of Deschutes County, shall be included as continuous service. Time spent on other types of authorized unpaid leave will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.
- B. No payment shall be made for time management leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the District or the Director's insistence that the employee be at work during employee's scheduled vacation.
- C. Vacation sign-up shall commence annually during the month of October, for vacations the following year. Employees shall be permitted to request vacation on either a split or an entire basis. Employees shall be permitted to request and get approval for vacation time inclusive of the amount of hours they will accrue at the beginning of the following year provided that employees with ten (10) years of service shall be permitted to request and get approved for one additional week of vacation time if the employee chooses to do so and has, or will accrue, sufficient additional time to support the request. Employees shall sign up for vacation by District seniority. There shall be separate vacation schedules for each team. These vacation sign ups shall be referred to as "primary vacation". All scheduled days off adjacent to an employee's primary vacation shall be considered part of that vacation, in that the employee shall not be required to work during such time.
- D. Additional vacation time may be requested by employees. Requests for additional vacation time are subject to approval by the employee's immediate supervisor. Notice of a request to use additional vacation time shall be made at least one day in advance, except in cases of emergency. A request for additional vacation time may be granted by the Director if a supervisor is not available. Once applied for and approved, additional vacation time cannot be superseded by another employee with greater seniority.
- E. Once the Director has approved the employee's requested vacation, that approval will not be rescinded for purposes of avoiding overtime payment for having employees work overtime in order to keep staffing at minimal levels. Denials of vacation or cancellation of vacations shall be in writing.

- F. In the event of death, termination or resignation of an employee during the initial six (6) months of employment, no payment in lieu of time management leave shall be made. In the event of death, termination or resignation of employment after the employee has served six (6) consecutive months and is otherwise entitled to time management credits, the employee shall be entitled to payment for accrued unused time management leave. In event of death, earned by unused time management leave shall be paid in the same manner as salary due the deceased employee is paid.

**21. SICK LEAVE**

- A. Sick leave shall be granted for the following reasons only:
  - 1. Personal illness or injury of the employee;
  - 2. An illness of the employee's family member as defined by OFLA or FMLA;
  - 3. During leave periods that qualify as OFLA or FMLA protected absences.
- B. An employee may only receive pay for leave to the extent the employee has accrued leave. If an employee has no accrued leave, sick leave without pay may be granted pursuant to OFLA and FMLA guidelines.
- C. Upon application by the employee, sick leave without pay and other employee benefits may be granted by the District for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such absence. Time Management and Holiday leave credits shall not be accumulated during the period of such absence without pay.
- D. In the event that an employee needs to utilize employee's allowance of sick leave, the employee shall notify the on-duty supervisor of the pending absence at the earliest possible time prior to the commencement of the employee's work shift, normally at least four (4) hours prior to a swing shift or night shift, or at least two (2) hours prior to a day shift. The employee will advise the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of the illness or injury. If a supervisor is unavailable, a lead or senior dispatcher must be notified of the absence.
- E. Sick leave time used shall be on an hour-for-hour basis.
- F. When an injury occurs in the course of employment, the District's obligation to pay under the sick leave section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary.

When an employee receives sick leave pay under this Section, pro-rated charges will be made against accrued sick leave.

- G. A physician's statement documenting an employee's illness may be required at the option of the Director or his/her designee when there is a reasonable suspicion that an employee is abusing sick leave privileges, to be paid for by the District. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
- H. Unused sick leave credits shall be converted to retirement benefits in accordance with ORS 257.153.

**22. WORKERS' COMPENSATION**

All employees will be insured through the State Accident Insurance Fund, a private insurer, or through self-insurance by the District, under the Oregon State Workers' Compensation Act for occupational disabilities while at work for the District.

**23. LEAVE OF ABSENCE WITH PAY**

Employees may request the following types of leave of absence with pay:

- A. An employee shall be granted two (2) days of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided within the State of Oregon. An employee shall be granted three (3) days of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided outside of the State of Oregon. "Immediate family" is defined as spouse, same-sex domestic partner (as defined by Oregon law), parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any member of the employee's immediate household. In the event the death of an immediate family member causes the employee to need additional time away from work, the employee may use accrued sick leave.
- B. Employees will be granted time off for military leave in accordance with State and Federal law.
- C. Employees shall be granted leave with pay for service upon a jury. However, any money the employee receives as compensation for jury duty, excluding mileage, shall be turned over to the District. Upon being excused from jury service for any day, the employee shall immediately contact the employee's supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's jury duty has been for such hours that causes the employee

to be so tired as to be unfit for duty. In those instances, the employee may utilize sick leave.

**24. LEAVE OF ABSENCE WITHOUT PAY**

- A. Upon written application by an employee, leave without pay and other employee benefits may be granted by the Director after all accrued leave has been exhausted.
- B. The District may require that an employee who applies for leave without pay for medical reasons submit a certificate from a physician periodically during the period of such absence which establishes the medical necessity for such leave. Such certificate must establish to a reasonable medical certainty that the requested leave is medically necessary. To the extent this subsection conflicts with the requirements of OFLA or FMLA, the requirements of those laws will prevail.
- C. Time management and holiday leave credits shall not accumulate during any period of absence without pay.
- D. The Director may, in the Director's sole discretion, grant a leave of absence without pay not to exceed ninety (90) calendar days.
- E. Leaves of absence without pay for periods in excess of 90 days must be approved by the Deschutes County Administrator.
- F. During such leave, if an employee so requests, the District will maintain, at the employee's expense, all benefits provided by this District, with the exception of time management accrual. If the employee does not request the maintenance of the employee's benefits as provided herein, the District is under no obligation to do so.
- G. Should an employee who requests the continuation of benefits during a leave of absence without pay as provided in Section F and fail to pay the premiums for employee benefits in advance, such failure to pay shall result in the termination of both the leave of absence and the continuation of the employee's employee benefits.

**25. OTHER LEAVES**

- A. Parental leave may be granted upon the request of an employee according to OFLA and FMLA. Parental leave may be extended or renewed for an additional period, at the discretion of the Director.



- B. Employees may be granted time off with pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature that are intended to improve or upgrade the skill and professional ability of the employee in the Director's sole discretion.

**26. RETIREMENT**

The District shall be a participant in the Oregon Public Service Retirement Plan (OPSRP) and/or the Public Employee's Retirement System (PERS).

**27. INSURANCE**

- A. Health insurance is to include the following:

- 1. Medical Insurance
- 2. Vision Insurance
- 3. Dental Insurance
- 4. Prescription Drug Insurance
- 5. Orthodontic Insurance

- B. Health insurance benefits will be provided to employees under the same conditions and/or restrictions as provided to employees of Deschutes County.

- C. The monthly employee premium contribution will be no greater than \$65 per month in the 2012-13 fiscal year. Thereafter, the monthly employee premium contribution shall be determined as a percentage of the per-FTE cost to Deschutes County of providing health benefits as required by Deschutes County's health benefits plan. (The per-FTE cost will be calculated by an actuarial valuation conducted by Deschutes County at its sole discretion.) The monthly employee premium contribution may only be increased according to the following guidelines: up to 7.5% of the per-FTE cost to Deschutes County of providing health benefits under the health benefits plan adopted for the 2013-14 fiscal year; up to 8.5% of the per-FTE cost to Deschutes County of providing health benefits under the health benefits plan adopted for the 2014-15 fiscal year; and up to 9.5% of the per-FTE cost to Deschutes County of providing health benefits under the health benefits plan adopted for the 2015-16 fiscal year.

- D. Throughout the duration of this Agreement, the Association will have an employee representative on the County Employee Benefits Advisory Committee.

E. Other insurance is to include the following:

1. Employee Life Insurance
2. Dependent Life Insurance
3. Long-term Disability Insurance
4. Workers' Compensation Insurance
5. Unemployment Insurance
6. Retirement Health Insurance

F. Other insurance benefits will be provided to employees in the bargaining unit under the same conditions and/or restrictions as provided to the employees of Deschutes County. If coverage is adjusted and/or modified for Deschutes County employees, the same will apply to employees within the bargaining unit.

G. IRS 125 Plan:

In addition to health insurance and other insurance, the District will make available to employees a qualified IRS 125 Plan.

H. Eligibility:

Regular full-time employees will be eligible for insurance benefits in accordance with this Agreement.

I. Coverage will not be duplicated for married couples and same sex domestic partners (as defined under Oregon law) who both work for the District. One spouse or domestic partner will be covered as the primary recipient.

## **28. GRIEVANCE PROCEDURE**

A. A grievance for the purpose of this Agreement is defined as an alleged violation of a specific term of this Agreement. A day is defined as a calendar day.

B. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

### Step I:

Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to the Operations Manager within fifteen (15) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The employee shall provide a copy of the written grievance to the Association. The Operations Manager shall respond to the grievance in writing as quickly as possible, but no later than fifteen (15) calendar days after the grievance is filed.

### Step II:

If, after fifteen (15) days from the date of the filing of the grievance with the Operations Manager, the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Director, along with a written statement as to why the Operation Manager's Step I response does not adequately resolve the grievance. The Director shall meet with the aggrieved party, who may request an Association representative at the meeting. The meeting between the Director and the aggrieved-party shall be within fifteen (15) days of the Director's receipt of the written grievance. The Director shall respond to the grievance in writing within fifteen (15) days of such meeting. Neither party's Step II written statements or responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

### Step III:

If after fifteen (15) days of the meeting between the Director and the aggrieved party the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Deschutes County Administrator. The Deschutes County Administrator shall meet with the Director and the aggrieved party (separately or together) in an attempt to resolve the grievance. The meeting or meetings with the Deschutes County Administrator shall be within fifteen (15) days of the date of the written grievance is delivered to the Deschutes County Administrator. The Deschutes County Administrator shall respond to the grievance in writing within ten (10) days of the meeting or meetings.

### Step IV:

If the grievance is not resolved within twenty (20) days from the submission of the grievance to the Deschutes County Administrator, the Association will have ten (10) days to serve notice, in writing, to the Deschutes County Administrator of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fifteen (15) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

1. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within seven (7) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
2. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if

the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.

3. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.
- C. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit a grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee. Each party shall be responsible for compensating its own representatives and witnesses at any step of this procedure. If the parties agree in writing, Steps I, II and III may be waived.

## **29. DISCIPLINE AND DISCHARGE**

A. Disciplinary actions shall include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. Discipline may be invoked by the Director or the employee's supervisor only for just cause. Conduct reflecting a discredit upon the District or which is a hindrance to the effective performance of District functions, shall be considered reason for disciplinary action. Such reason may include, but not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of District rules. Disciplinary action need not be progressive, but shall be appropriate for the nature of the offense committed.

Oral reprimands imposed upon an employee shall not be subject to the grievance procedure of this Agreement. If the Director or supervisor has reason to discipline an employee, the Director or supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

C. Employees who are the focus of a disciplinary investigation shall be told of the complaint at the beginning of the investigation unless to do so would compromise

the investigation. At the beginning of the interview, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same. The employee will be given reasonable breaks for personal purposes. The Association or the District may tape record the interview.

- D. If the proposed type of discipline to be imposed is of an economic nature, the District shall give the employee notice of the proposed discipline, copies of all investigative reports that directly relate to the incident for which the District is considering discipline, unless the District is denied access to a document over which it has no control, and the employee shall have ten (10) calendar days from the receipt of the investigative reports to respond either in writing or in person as to why the proposed discipline would be inappropriate.

### **30. PROBATIONARY PERIOD**

- A. Every new employee shall serve a probationary period of twelve (12) consecutive months. Once an employee has successfully completed the probationary period, the employee shall be considered a regular employee and granted seniority retroactive to the date of employees most recent hiring.
- B. Newly hired probationary employees shall serve at the discretion of the Director and may be discharged at the discretion of the Director during the probationary period. Discharge of probationary employees shall not be subject to the grievance procedure.
- C. Regular full time employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. This period of probation may be extended by the Director for an additional six (6) months to further evaluate the employee. If a promotional probationary employee does not satisfactorily complete promotional probation because of inadequate performance in the promoted position, the District shall return the employee to the position held by the employee at the time of his or her promotion, at the same wages and benefits the employee had in his or her previously held position. Notwithstanding the foregoing, promotional probationary employees are subject to discipline consistent with Section 29.

### **31. PERSONNEL FILE**

- A. All of an employee's personnel files will be available for the employee's inspection during normal working hours by appointment with the Director. Should an employee desire a copy of any item in the files, such copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in the files. No

derogatory item shall be placed in an employee's personnel file without the knowledge of the employee. The District will maintain the confidentiality of the files as per State law, and will not release any information in the files to other than those authorized within the District without the consent of the affected employee except where such release is compelled by either an order of a court or by State law. This in no means restricts the Association's access to personnel files as necessary to carry out its duties of representation.

- B. Written reprimands and suspensions without pay shall remain a permanent part of an employee's personnel files. Documented oral reprimands shall be deemed stale after twenty four (24) months.

### **32. RULES**

The parties jointly recognize that the District Executive Board, and the Director are responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the District. These responsibilities cannot be delegated, nor be the subject of a collective bargaining agreement. For this reason, it is jointly recognized that the Executive Board and the Director must retain a broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rules will be promulgated or implemented which are inconsistent with a specific provision of this Agreement, provide, that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing, will be furnished to the Association.

### **33. LABOR/MANAGEMENT COMMITTEE**

- A. The Director shall meet at mutually convenient times with the Association Labor/Management Committee, if such a committee exists. The Labor/Management Committee meetings with the Director shall be held, if practicable, at a time not to interfere with the Committee member's regular work period. The Association Labor/Management Committee shall consist of two (2) employees selected by the Association.
- B. The purpose of the Labor/Management Committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Director, other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other. Matters of on-the-job safety may be raised at the meetings of the Labor/Management Committee.

**34. FUNDING**

- A. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established procedures, and in certain circumstances by vote of the citizens of Deschutes County. The level of employment within the bargaining unit is, therefore, contingent upon sources of revenue, and, where applicable, annual voter budget approval.
- B. The District has no intention of reducing the level of employment within the bargaining unit because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.
- C. In the event of budgetary limitations as determined by the District, the District shall have the right to reduce the level of employment within the bargaining unit in accordance with the layoff provisions of this Agreement. At the option of the District, the Director may present an option to such layoff to the Association, which option may include a reduction in wages or benefits currently being received by employees in the bargaining unit. The Association, upon receipt of such option from the Director, shall conduct a vote among its members as to whether to accept or reject the Director's proposed option to a layoff. If the Association members accept the option proposed by the director, then the option shall be implemented by the District in lieu of a layoff. If the Association rejects the option proposed by the Director, then the Director has no authority to cut the level of wages or benefits provided by this Agreement.
- D. The District agrees to include in its annual budget request amount sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget requests or voter approval thereof.

**35. SAVINGS CLAUSE**

Should a section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

**36. DURATION**

This Agreement shall be effective July 1, 2012, and shall remain in full force and effective through June 30, 2016. After June 30, 2016, this Agreement shall be automatically renewed from year to year, unless either the District or the Association give written notice to the other no later than January 1, prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement.

Dated this 19<sup>th</sup> day of August 2013.

DESCHUTES 9-1-1 EMPLOYEES  
ASSOCIATION:

Andrew Zaiser  
Andrew Zaiser, President

Cari Elliston  
Cari Elliston,  
Vice President

**ATTEST:**

Bonnie Baker  
Recording Secretary

DESCHUTES COUNTY 9-1-1  
SERVICE DISTRICT

Tom Anderson  
Tom Anderson, County Administrator

DESCHUTES COUNTY BOARD OF  
COMMISSIONERS, GOVERNING  
BODY OF THE DESCHUTES  
COUNTY 91-1- SERVICE  
DISTRICT

Alan Unger  
Alan Unger, Commissioner

Tammy Baney  
Tammy Baney, Commissioner

Anthony DeBone  
Anthony DeBone, Commissioner



**APPENDIX A**

**SALARY SCHEDULE – Effective July 1, 2012**

Telecommunicator I

<u>Step</u>	<u>Hourly</u>
1	\$18.3199
2	\$19.2300
3	\$20.1912
4	\$21.2009
5	\$22.2610
6	\$23.3739
7	\$24.5427

Telecommunicator II

<u>Step</u>	<u>Hourly</u>
1	\$21.0678
2	\$22.1144
3	\$23.2199
4	\$24.3809
5	\$25.6000
6	\$26.8803
7	\$28.2240

Telecommunicator III

<u>Step</u>	<u>Hourly</u>
1	\$22.1212
2	\$23.2202
3	\$24.3809
4	\$25.6000
5	\$26.8800
6	\$28.2243
7	\$29.6352

The salary schedule listed above reflects an adjustment to the Telecommunicator III salary schedule implemented to maintain a 5% difference between the Telecommunicator II and Telecommunicator III salaries. Additionally, effective July 1, 2012, all salaries were increased by 2.9%.

There will be no cost-of-living increase for the fiscal year 2013-2014.

Effective July 1, 2014, there shall be a cost-of-living increase to the fiscal year wage schedule. The increase shall be equal to the US/All Cities CPI-U January to January with a minimum of 1.5% and a maximum of 3.5%.

Effective July 1, 2015, there shall be a cost-of-living increase to the fiscal year wage schedule. The increase shall be equal to the US/All Cities CPI-U January to January with a minimum of 1.5% and a maximum of 3.5%.

## Appendix B

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SUBJECT: TIME MANAGEMENT – DESCHUTES COUNTY 9-1-1 EMPLOYEES ASSOCIATION

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### I. PURPOSE

It is the purpose of the Deschutes County Time Management Program to provide employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

### II. SCOPE

This program covers all employees represented by Deschutes County 9-1-1 Employee's Association. Those employees covered by the provisions of this program shall not be eligible for separate leave benefits covering the following:

- sick leave (nonoccupational illness or injury leave)
- vacation leave

Nonexempt employees who are eligible for 1 ½ compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act.

### III. LEAVE-WITH-PAY-PROVISIONS

- A. All employees entering the Time Management Program will be credited with their existing vacation time balance.

Nonexempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0 – 48 months	168 hours	14 hrs/month
49 – 108 months	192 hours	16 hrs/month
109 – 168 months	216 hours	18 hrs/month
169 – 228 months	240 hours	20 hrs/month
229 – 288 months	264 hours	22 hrs/month
289 + months	288 hours	24 hrs/month

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management shall be pro-rated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation shall be charged against “earned leave” except as provided in Section IV.B of this policy. Earned time management leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue time management leave when on leave without pay. Leave accrued under Section 19 of the Agreement shall be maintained in a separate “holiday leave” bank.
- D. An employee may accumulate time management leave, including the previous vacation balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee credited with accrued leave greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate time management leave for the balance of the year in which the maximum accrual was reached, provided that the employee take sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.
- E. Upon an employee’s termination, after six months of service, all of the employee’s time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee’s death, after six months of service, all time management leave shall be paid to the employee’s designated beneficiary at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such leave must be scheduled between the employee and his/her supervisor or designee. When an employee is sick or an emergency requires his or her presence elsewhere, the employee must notify the supervisor as soon as possible.
- I. After one year of continuous employment, employees may request to convert up to 96 hours of accrued time management leave to cash on an

annual basis. To be eligible, an employee must maintain a minimum balance of one year's accrual of annual leave and must have used at least 48 hours of time management leave during the previous twelve months. A request for conversion of annual leave to cash must be approved by the Director subject to budget restrictions and is allowed twice each fiscal year.

- J. During the last three years prior to retirement, employees may sell up to 96 hours each year of their annual time management leave accrual at the current rate of pay. Extensions of an employee's schedule retirement date notwithstanding; no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section I. of this policy.

#### IV. PRIOR SICK LEAVE ACCUMULATION

An employee's existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate balance. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave shall be provided for any employee for any reason, except that one-half of the employee's accrued sick leave shall be paid to the employee or his/her beneficiary upon death or permanent total disability.
- B. Employees will be allowed to convert up to 100 hours of existing sick leave to the earned leave balance on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of earned leave).
- C. Existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for at least twenty-four (24) hours in a row for qualifying sick leave utilization per the Personnel Rules. The twenty-four (24) hours will be either deducted from earned leave or be identified as leave without pay.