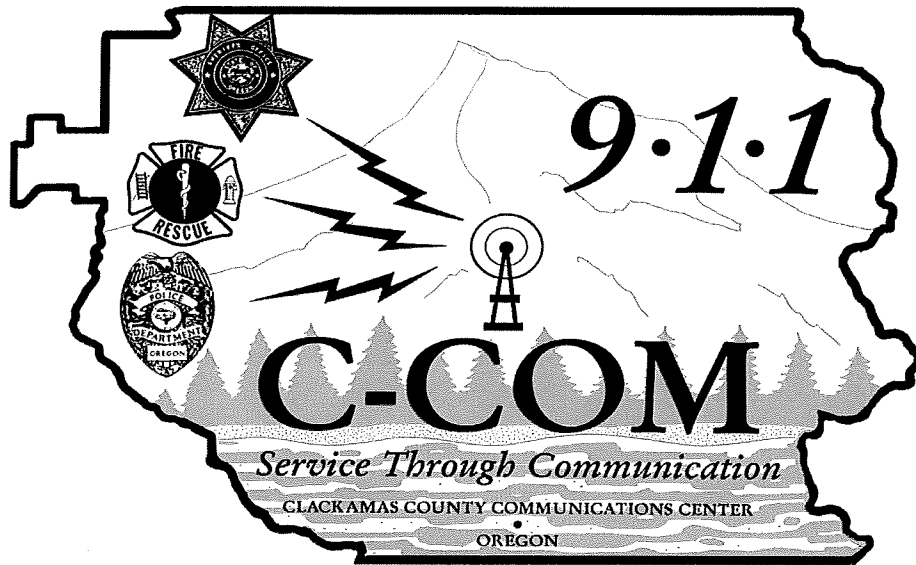


COLLECTIVE BARGAINING AGREEMENT



Between
CLACKAMAS COUNTY, OREGON
And
**C-COM EMPLOYEES
LOCAL NO. 350-7,
AFSCME COUNCIL 75
AFL-CIO**
December 19, 2016
through June 30, 2018

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Upon ratification by both parties or implementation of arbitrator's award,

December 19, 2016

through June 30, 2018

AGREEMENT

Between

Clackamas County, Oregon

And

Clackamas County 'C-Com' Employees Local 350-7

Council 75, AFSCME, AFL-CIO

PREAMBLE

This Agreement is entered into between Clackamas County, Oregon, hereinafter referred to as the "COUNTY" and Clackamas County 'C-Com' Employees Local 350-7, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "UNION." The purpose of this agreement is the promotion of harmonious relations between the COUNTY and the UNION; and the establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The COUNTY recognizes the UNION as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time Call Takers, Dispatchers and Non-dispatch staff employed by Clackamas County, excluding supervisory and confidential employees as defined by ORS 243.650.

ARTICLE 2 – DEFINITIONS

1. **REGULAR EMPLOYEE**

A regular employee means any employee who has been appointed to a position in the classified service in accordance with the law governing regular appointments and who has successfully completed their probationary period.

2. **REGULAR PART-TIME EMPLOYEE**

A regular part-time employee means any part-time (not temporary) employee who works twenty (20) hours or more per week on a regular basis.

3. **DISPATCHERS**

Means Dispatcher Trainee, Dispatcher 1 and Communications Shift Leader (also known as Dispatcher 2) and Call Taker except where specifically written as separate.

4. **CALL TAKER**

Means a certified Call Taker who is not in training and works in the Communications Call Taker classification.

5. **T1 (TRAINED TO ONE)**

Means a Dispatcher Trainee who has been certified in Law Dispatch but not call taking or fire dispatch.

6. **T2 (TRAINED TO TWO)**

Means a Dispatcher Trainee who has been certified in call taking and at least one dispatching discipline.

7. **DISPATCHER TRAINEE**

For purposes of this contract, a Dispatcher Trainee is any employee in training who is not fully certified in all three disciplines by C-COM.

8. **NON DISPATCH STAFF**

Means Communication Technical Systems Coordinator, Communications Systems Specialist, Emergency Communications Data Specialist, Administrative Assistant, Training and Quality Assurance Coordinator, and other non-dispatch staff.

9. **ABBREVIATIONS**

The following abbreviations may be used when referring to the different classifications within the contract:

DT = Communications Dispatcher Trainee

T1 = Communications Dispatcher Trainee trained in one dispatching discipline
T2 = Communications Dispatcher Trainee trained in one dispatching discipline and call taking
CT = Communications Call Taker
D1 = Communications Dispatcher 1
D2 = Communications Shift Leader
TQAC = Training and Quality Assurance Coordinator

10. JOB SHARE

“Job Sharing Position” means a situation in which no more than 2 individuals on a shared time basis perform the duties and responsibilities of the one full-time position. To be a job share, the two employees must ONLY be performing the duties that would be assigned if the position was filled by one full time employee.

11. STAFF ENHANCEMENT

“Staff enhancement” refers to additional employees scheduled for particular shifts for special events, training purposes, or other situations in which additional staff are required to cover the anticipated workload.

12. OPEN SHIFT OR HOURS

Open shift or hours” refers to shifts or hours which count towards the staffing levels, but which do not have a regularly scheduled employee assigned to work.

13. SENIORITY

- A. Employees within the bargaining unit or employees who have been promoted to a non-represented position within the department, who return to a previous bargaining unit classification (e.g. CT to DT, TQAC to D1/D2, Operations Supervisor to D1 or D2) will retain their original seniority date of hire if they return to the position within 6 months of their last dispatch classification

Non-dispatch employees within the bargaining unit or employees who have been promoted to a non-represented position within the department, who occupy the position for more than 6 months and subsequently return to a previously held dispatch classification (e.g. Administrative Assistant to D1/D2, Operations Supervisor to D1) will have a new effective seniority “date of hire” based on their total time within that dispatch classification.

A Dispatch Trainee who accepts a position as a CT and occupies the position for more than 6 months and then returns to the DT position will have a new effective seniority “date of hire” based on their total time within

the DT classification.

The formula for determining the new, effective seniority "date of hire" will be determined by counting backward from the most recent date of hire by the actual number of days previously served within a dispatch classification.

Employees who leave the bargaining unit and full time employment with CCOM, and who subsequently return to a previously occupied position in the bargaining unit within 6 months, will retain their original seniority date of hire. If the employee returns after 6 months, their seniority will be defined as beginning on their most recent date of hire.

- B. When more than one candidate is hired on the same date, seniority will be determined by the candidates' position on the official, ranked Certification List provided by the Department of Employee Services unless the candidate is already a CCOM employee in another position as described in A. above. A candidate ranked higher on the list will have higher seniority than those below.
- C. For purposes of Shift Bid under ARTICLE 6, Section 5, seniority for Call Takers (CT) is defined as the date of hire within the classification.
- D. For purposes of Shift Bid under ARTICLE 6, Section 5, seniority for D1 (Communications Dispatcher 1) is defined as date of hire as a DT or D1.

If a D2 demotes to D1 they will retain their original D1 seniority date of hire.

- E. For purposes of Shift Bid under ARTICLE 6 Section 5, seniority within the D2 classification shall be defined as the date of hire within the classification.

If the employee should exercise a voluntary demotion to the D1 classification and subsequently returns to the D2 classification within six (6) months, their D2 seniority shall be defined as total time served within the classification.

The formula for establishing the new effective seniority "date of hire" for a D2 will be determined by counting backward from the most recent promotion date by the actual number of days previously served within the D2 classification.

If an employee has voluntarily demoted to D1 classification for longer than six (6) months, or has been demoted to the D1 classification in a just cause disciplinary action and subsequently returns to a D2 classification,

the seniority shall be defined as beginning on the date of the last promotion.

- F. For purposes of Vacation Bid, ARTICLE 8 Section 4, Vacation Schedule Sign Up, seniority is defined as the seniority date of hire.

Call Takers participate in their own vacation bid, separate from D1s and D2s.

- G. For the purposes of Overtime Schedule, ARTICLE 14, SECTION 7 Overtime Scheduling, seniority is defined as the seniority date of hire.

- H. For the purposes of Longevity, ARTICLE 14, SECTION 14 Longevity Payment, seniority is defined as total continuous County service as defined in 2.05.200.8 of the County Personnel Ordinance.

- I. For the purposes of Layoff and Recall, ARTICLE 18, seniority is defined as total continuous service within the County for those employees with a CCOM hire date prior to 7/1/00; within the department for those employees with a CCOM hire date on or after 7/1/00.

- J. For the purposes of part-time Regular status, seniority accrual will be pro-rated based on the established percentage of 1 FTE.

ARTICLE 3 – PRESERVATION OF PUBLIC RIGHTS

The UNION recognizes that an area of responsibility must be reserved to the COUNTY if COUNTY government is to effectively serve the public. Therefore, the COUNTY shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the COUNTY and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.
2. The determination of the COUNTY'S financial, budgetary and accounting procedures.
3. 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 right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to

purchase, dispose and assign equipment or supplies; and the right to contract or subcontract for work.

The COUNTY, in exercise of the above-mentioned functions, will not discriminate against any employee because of his membership in the UNION.

ARTICLE 4 - UNION SECURITY AND CHECKOFF

The COUNTY and the UNION agree to a "Fair Share" agreement for all employees covered by this Agreement.

Inasmuch as it is required that the UNION represent every employee within the bargaining unit; making each employee thus a recipient of the UNION'S services, it is mutually agreed and recognized by the parties that each employee who is a member of the bargaining unit to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted monthly from each UNION member's and each non-UNION member's compensation and remitted monthly to the UNION.

Such uniform amounts as the UNION certifies to the COUNTY as the monthly dues approved by the members of the UNION shall remain as the amount to be deducted hereunder.

A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and by-laws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform, in writing, the COUNTY and the UNION of their objection. The employee will meet with representatives of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall

maintain their Union membership; however there shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the fair share agreement. The five day window period shall commence on the anniversary date of the signing of the contract.

The COUNTY will not be liable for check-off errors, but will make proper adjustments with the UNION for errors as soon, as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an up-to-date list of eligible members of the bargaining unit will be delivered to the UNION. Such list shall include all members paying dues in the previous pay period.

ARTICLE 5 - PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY

1. The COUNTY agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employee to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
2. The COUNTY shall remit the aggregate deduction of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to the Treasurer of the National PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009.
3. All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and the COUNTY. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The UNION shall indemnify and save the COUNTY harmless against any and all claims, damages, suits or other forms of liability which may arise out of action taken or not taken by the COUNTY for the purpose of complying with the provisions of this Article.

ARTICLE 6 - HOURS OF WORK

1. REGULAR HOURS

The regular hours of work each day for Dispatchers and Shift Leaders shall be consecutive except for interruptions for a paid lunch break and two (2) twelve (12) minute paid breaks. The regular hours of work each day for the non-dispatch staff shall

be consecutive except for a one-hour unpaid lunch period and two (2) twelve (12) minute paid breaks.

Part-time dispatchers will have regularly scheduled hours of work.

2. WORK WEEK

The workweek will be based on the following staffing levels:

Beginning with the December 2016 shift bid and effective with the March 2017 shift change, the standard workweek for full time Dispatchers and Shift leaders is four (4) days on, three (3) days off with ten (10) hour shifts. When the number of fully trained dispatchers and shift leaders is 22 or fewer, the standard work schedule for full time dispatchers and shift leaders is four (4) days on, three (3) days off, with eleven (11) hour shifts (that is, a 10-hour shift plus one hour of overtime paid at 1.5 times the employee's hourly rate of pay)

The county may eliminate the 11th hour at staffing levels of 22 or higher and move full time dispatchers and shift leaders to 10 hour shifts. The county will give the union a minimum of 60 days notice prior to eliminating the "11th hour". The effective date of this change shall occur after the following vacation bid. A new shift bid will be concurrent with the vacation bid to accommodate this transition.

Beginning with the December 2016 shift bid and effective with the March 2017 shift change, Trainees will work four (4) days on, three (3) days off, 10-hour shifts. Trainees' work schedules for on-the-floor training may be altered by mutual agreement between the County and the Union.

Exceptions may be made to trainee work schedules for off-the-floor training needs.

The non-dispatch staff shall have a regular work schedule of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. Upon the request of the employee and with approval of the director, the non-dispatch staff may work a different schedule as long as it totals 40 hours per week and has consecutive days off. Non-dispatch employees shall be charged for vacation and sick leave according to their schedule, e.g., for a 10-hour schedule, 10 hours would be charged.

3. REST PERIODS

All employees' work schedules shall provide for a rest period of twelve (12) minutes during each one-half shift. Rest periods shall be taken in approximately the middle of the one-half shift.

4. LUNCH PERIODS

Dispatchers and Trainees shall be granted a paid lunch period of 30 minutes for 5-6 actual hours worked, 45 minutes for 7-8 actual hours worked, 1 hour for 9-13 actual

hours worked, or 1 ½ hours for 14 – 16 hours worked. The non-dispatch staff shall be granted an unpaid lunch period of one (1) hour and shall not be required to remain at the facility.

Dispatchers will be allowed to leave the Center for their lunch break provided that they take a pager and notify the Floor which pager they will be using. They shall remain on-call and available for duty within a fifteen minute radius of the Center. More than one dispatcher may leave the Center for an on-call lunch at one time with prior approval by an Operations Supervisor, Shift Leader or designee. If one dispatcher and one call taker are scheduled for lunch at the same time, they may both leave the center without prior approval. If scheduled staff is short, or in exceptional circumstances where workload dictates, lunches may be cancelled or employees may be required to remain in the building.

Missed lunches will be paid at additional straight time for actual time missed during recall.

5. SHIFT SCHEDULE

- A. Subject to the needs of the COUNTY, employees shall be assigned to shifts by seniority.
- B. Employees shall be allowed to bid on shifts (subject to the County's operational needs) once a year, by seniority, during the month of December, with shift assignments effective as soon as is practical after the following March 1, but in no event later than March 15.
- C. If a D1 shift is vacated that was originally offered to D2s and then converted to a D1 shift, the shift then would be first offered to the D2 whose shift is the most similar to the available shift i.e. if 0500 – 1600 is open on Blue Team, the only D2 that can bid on that is the 0700 – 1800 Blue Team D2. If that D2 declines, then the shift will be offered to the D1s.
- D. Permanent shift vacancies created by changes in times, terminations, layoffs, transfers, promotions, etc. shall be posted for eight (8) calendar days. Employees shall be able to bid for such vacancies by seniority.
- E. Employees off on vacation may bid by letter or phone, as long as such letter or phone call is received prior to the completion of the eight (8) calendar days. Should another shift opening occur as a result of the above vacancy, that opening will be posted for a minimum of two (2) days of each team's shift.
- F. Any employee required to make a shift change with less than eight (8) calendar days notice shall receive time and one-half (1 ½) compensation for all hours worked for that period of time which is less than the eight (8) day period, except for employees in training who are routinely required to rotate for shift visits and schedule "ride-alongs" and "geo-tours" before final training sign off.

G. During shift sign up, Management will designate shifts that may be removed or added to facilitate team balance. When possible, team balancing will coincide with vacation bidding.

6. STAFF AND TRAINING MEETINGS

Two training/staff meeting days, including alternates when feasible, will be scheduled by management each calendar year. Attendance is required. These two training/staff meetings will be scheduled before each vacation sign-up period and posted on the vacation signup calendar.

Management may also schedule 3-hour training/staff meetings scheduled not less than 45 days in advance of the meeting dates.

7. STAFFING LEVELS

The following staffing levels are established only for the purpose of determining when it is permissible for the COUNTY to impose mandatory overtime or cancel vacations:

<u>Hours</u>	<u>Number of trained dispatchers</u>
0100 to 0300	5
0300 to 1000	4
1000 to 0100	6*

“Staff enhancement” postings do not count toward the staffing levels.

T1s or T2s may count toward staffing levels provided that enough D1s or D2s are on duty to allow breaks.

*The staffing number between 1000 to 1500 will be 5 when total trained dispatch staff is below 22 and/or the service net is not operational during those hours. If the service net is open at 1200, the staffing numbers will be 5 from 1000 – 1200 and 6 from 1200 to 0100.

8. COMPUTATION OF OVERTIME

For purposes of computing overtime, hours of work shall include all paid leave.

9. LIMITS ON HOURS WORKED

An employee may not work more than 16 consecutive hours. In the event an employee works 16 consecutive hours, that employee must have eight (8) consecutive hours off. All employees must have eight (8) hours off in every 24 hour period. Every employee shall take at least two (2) days off within any calendar month. Exceptions to these limits may be made by the Communications Director in emergency circumstances.

For shifts beginning between 1400-0000 the clock starts at 1200 and runs for a twenty-four (24) hour period. For all other shifts, the clock starts at 0000 and runs for a twenty-four (24) hour period.

ARTICLE 7 –HOLIDAYS

1. HOLIDAYS

The following days shall be recognized and observed as paid holidays for all employees other than full time Dispatcher Trainees, Call Takers, Dispatchers, and Communications Shift Leaders.

New Year's Day (January 1st)
Martin Luther King, Jr. Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)
Floating Holiday

Floating holiday: One (1) personal leave day granted to each employee equal to the employee's regular shift length at the beginning of the calendar year, January 1. Floating holiday must be used within the calendar year in which it is given and may not be converted to vacation accrual. New employees who qualify for paid holidays are eligible to receive the floating holiday after 90 calendar days of employment. Floating holidays shall be used in lieu of the first seniority vacation day to be taken in any given year.

2. HOLIDAY COMPENSATION

In lieu of paid compensation for the above listed holidays, full-time Dispatcher Trainees, Call Takers, Dispatcher 1s, and Communications Shift Leaders will accrue 8.4 hours of additional leave time per month. This time will be added to existing vacation balances. New employees will have eight and four tenths (8.4) hours added to the vacation balance after the first full month of employment.

Any trainee, D1 or shift leader shall receive an extra one-half time pay for every hour worked on one of the major holidays (Independence Day, Thanksgiving, and Christmas) such that: regularly scheduled work shall be compensated at one and one-half times the employee's regular rate of pay, voluntary overtime at two times the employee's regular rate of pay and mandatory overtime at two and one-half times the employee's regular rate of pay, and GAP at three times the employees rate of pay. The employee's regular rate of pay shall be the hourly rate specified in the Appendix. There shall be no other premium pay for work on a major holiday.

3. THE NON-DISPATCH STAFF

The non-dispatch staff shall be given the above listed holidays as days off with no additional pay other than regular monthly salary. Should a holiday fall on Sunday, the

succeeding Monday shall be taken as a holiday, and should a holiday fall on Saturday, the preceding Friday shall be taken as a holiday.

Non-dispatch staff working a 4-3 schedule are subject to the following provision for taking the holiday that falls on their days off. Whenever a holiday falls on the first or second day of the employee's regularly scheduled days off, the preceding day in the regular work week shall be observed as the holiday. When the holiday falls on the third day off, the holiday shall be observed on the next regularly scheduled work day.

Employees working an 8-hour day schedule will receive 8 hours for the holiday.

Employees working a 10-hour day schedule will receive 10 hours for the holiday.

If called in to work on a holiday, the non-dispatch staff shall be paid at one and one-half times their regular rate of pay for all hours worked, in addition to their regular salary.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave, and no additional pay other than monthly salary shall be paid for that day.

4. REGULAR PART-TIME EMPLOYEE HOLIDAYS

Regular part-time dispatch employees will accrue holiday compensation on a prorated basis based on hours worked in the pay period. However if the employee works one of the three major holidays, they will be paid at time and one half for all hours actually worked on the holiday.

ARTICLE 8 – VACATION

1. ACCRUAL

For the purpose of vacation accruals only, Non-Dispatch employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first of that month. Dispatch employees shall be in paid status 77 hours (prorated for FTE status) or more in any month in order to accrue vacation leave for the next month on the first of the month. Employees having served in the COUNTY service for one (1) full calendar month, shall be credited with ten and seven-tenths (10.7) hours of vacation leave, and thereafter vacation leave shall be accrued in accordance with the following:

- A. Less than five (5) years of continuous County service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.
- B. Five (5) to ten (10) years, but less than ten (10) years of continuous County service, 152.4 hours per year, accrued at the rate of 12.7 hours per month.

Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.

- C. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous County service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
- D. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous County service, 192.0 hours per year, accrued at the rate of 16.0 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
- E. After twenty (20) years of continuous County service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.

2. TERMINATION OR DEATH

After six (6) months of service, upon the termination of an employee for any reason, or in the event of death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be.

3. VACATION RETENTION

Under no circumstances shall employees lose vacation leave without paid compensation.

Dispatch employees will have the option of selling up to 100 hours of vacation leave back to the County on June 30th provided they have used at least 80 hours of vacation leave during the previous 12 months. Dispatch employees will have the option of selling up to 100 hours of vacation leave to the County on November 30 plus that which is necessary to meet the accrual cap. All employees must be at or below their maximum accumulation level on December 31, unless approved by management. Paid compensation will be at the employee's regular rate of pay.

4. VACATION SCHEDULE SIGN UP

- A. Call Takers will sign up for vacation on a separate calendar from the Dispatchers.

Dispatchers and Call Takers will sign up for seniority vacation twice each year. The first sign up schedule will be posted on January 1st. Employees will be able to sign up for vacation times from January 3rd thru January 31st for vacation dates March 1st through August 31st. The second sign up schedule will be posted on July 1st. Employees will be able to sign up for vacation times from July 3rd to July 31st for vacation dates September 1st through the last day of February of the following year.

Employees will reserve vacation by descending order of seniority.

For one signup period per year, in the first signup round, each employee may reserve up to eight shifts in no more than two blocks of up to four days each. For the other signup period during the same year, in the first round, each employee may reserve up to four shifts in no more than one block of four days.

For both yearly signup periods in the second round, each employee may reserve up to four additional shifts in a single block.

For both yearly signup periods in the third round, each employee may reserve the remaining number of hours that they are entitled off as vacation leave.

If there are no conflicts, the second block of time reserved may be an extension of the first reservation. Vacation time placed during the open sign-up shall be considered approved at the completion of the sign-up period, except management reserves the right in the event of an unforeseeable situation to cancel or change vacations to ensure adequate staffing.

- B. Vacation leave shall be scheduled through the Operations Supervisor with final approval from the Communications Director. On days other than the three major holidays (Independence Day, Thanksgiving, and Christmas) no more than three (3) dispatchers and one (1) Call Taker may be scheduled for vacation leave in any one day, nor more than two (2) dispatchers and one (1) Call Taker in any one hour, unless the time requested is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements. On the three major holidays, no more than two (2) dispatchers and one (1) call taker may be scheduled for vacation leave in one day unless the time is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements.

When the number of fully trained dispatchers reaches 26, the COUNTY and the UNION will meet and confer to discuss the vacation limitations in Article 8 Section 4. B above.

- C. Accrued non-seniority request vacation hours may be used only if the vacancy is posted and filled. Exceptions to this requirement may be made at the discretion of the Director, or designee on the day the shift occurs where granting non-seniority vacation without filling it would not create staffing below the levels in Article 6, Section 7, would not alter scheduled

breaks, and there were no previously posted non-seniority vacation that was not filled.

- D. The list of all vacation requests shall be posted on the schedule board, accessible to all employees. Seniority requests shall be designated as such. The seniority list shall also be posted and updated when any change is made.
- E. If seniority vacation is cancelled due to staffing levels in Article 6, Section 7, not being met, third round vacation request will be cancelled before second and first round requests.
- F. The parties understand that seniority requests have precedence over non-seniority requests for the same hours in order to maintain staffing levels as outlined in ARTICLE 6, Section 7.
- G. An employee covering for a non-seniority request will not be moved to cover for a seniority request for different hours of work (other than those originally volunteered to cover) without the "coverage" employee's approval.
- H. If an employee bids on a different shift under Article 6 Section 5C or 5F, or if a trainee completes training (fully certified) and bids on a new shift, the employee shall have an opportunity for a single 4th round SENIORITY request vacation sign-up, unless the employee has already used their vacation allocation.

If an employee loses his or her shift under Article 6 Section 5F, a reasonable attempt will be made to accommodate previously scheduled vacation.

Vacation time placed under these special conditions shall be considered seniority vacation and as such approved at the end of the bidding process.

Restrictions/Limitations.

- 1. Any seniority vacation time still valid after shift bid will remain and not be considered as the single round vacation sign-up.
 - 2. Must be a minimum of 45 days away from bid date.
 - 3. The employee's available vacation balance may be used as full or partial shifts, but must still follow restrictions outlined in Article 8 Section 4. B.
 - 4. Bumping rights do not apply.
- I. Employees who are designated as a trainee for at least six (6) months may be allowed vacation time.

Trainees and T2s may bid for vacation with the following restrictions:

Trainees may request days off by submitting a vacation request to their CTO. The CTO will submit the vacation request to the Operations Manager. The Operations Manager will approve/disapprove the vacation after evaluating the trainee's progress in the training program.

T2s who are paused for more than 45 calendar days may request seniority vacation. Vacation requests must adhere to the vacation restrictions outlined in Article 8, Section 4.B. Requests are submitted through an Operations Supervisor and approved by the Operations Manager.

- J. Any vacation time approved while the employee is a trainee will be honored, including vacation dates that were bid upon prior to a trainee becoming fully certified.

This is an exception to the restrictions outlined in Article 8 Section 4. B.

- K. T2 Dispatchers, while paused, may sign up for non-seniority vacation in accordance with Article 8, Section 4.
- L. If a scheduled vacation request conflicts as a result of an individual's bid on a different shift, that individual will lose access to the grievance procedure on any vacation conflict caused by the shift bid.

5. ILLNESS OR DISABILITY

If an employee becomes seriously ill or disabled while on annual vacation leave, such period of illness or disability may be changed from vacation leave to sick leave, upon the request of the employee and after a statement received from the employee's physician substantiating the illness or disability, by the Communications Director, who shall have sole discretion to make the change.

6. TRADE TIME AGREEMENTS

Trade time agreements between employees will be allowed, provided:

- a. The person working the trade will be subject to mandatory overtime using the same date as the person for whom they are working.
- b. Each Employee agrees the trade will not create overtime except for the 11th hour or mandatory overtime.
- c. Mandatory overtime will be the only entry on the timesheet for the employee working the trade; any other compensation issues will be resolved between the trading employees.

In order to comply with FLSA record keeping requirements a trade time slip must be completed and signed by both parties and submitted to the Communications Director, or designee.

Call Takers will be considered for trades within their own classification and following the same procedure outlined above.

Trainees will not be considered for shift trades, with the exceptions that trade time agreements between paused T2s will be allowed provided the same procedure outlined above is followed and both T2s are certified in the same disciplines.

Employees who trade time will be paid for their actual regular shift hours, including the 11th hour (if 11-hour shifts are scheduled per Article 6 (2)), regardless of whether the full shift was traded or a partial shift is traded. The person working the trade will only receive additional pay if they work mandatory overtime or for any other voluntary overtime worked outside of the hours traded.

If an employee who was going to work a trade for another employee calls in sick for the trade, the trade will still be honored. Both employees complete their time sheets with their regularly scheduled hours. However, the sick time bank of the employee who called in sick will be reduced by the number of hours that were supposed to be covered by the trade. The employee will only be paid their regularly scheduled hours; they will not be paid for the sick time bank reduction.

If an employee calls in sick for two trade days in any six month period, that employee will not be allowed to trade for at least six calendar months after the second sick day.

7. PART-TIME EMPLOYEE

Regular part-time employees will accrue vacation hours on a prorated basis based on hours worked in each pay period.

8. VACATION OVERTIME SIGN-UP BONUS

- A. For the purposes of this policy, a trained staff of 25 or below will be considered insufficient to cover time off requests, and a bonus of \$75.00 will be paid to any scheduled D1 or D2 who signs up for fifteen (15) hours of vacation relief overtime prior to the deadline. Deadline is defined as 30 days in advance.
- B. The fifteen (15) hours must be worked within a one (1) month time period and between the hours of 5:00 p.m. and 5:00 a.m.
- C. The bonus is in addition to regular overtime pay earned and/or comp time, if that option is selected.
- D. People calling in sick for time signed up for will not be paid a bonus until actual overtime hours worked in that month reach fifteen (15) hours of the early sign-up time.

- E. Once an employee has committed to a time period, they are obligated to work that time slot. If they cannot work the time slot, they are obligated to find a replacement worker, and these hours will not count toward the bonus.

ARTICLE 9 - SICK LEAVE

1. ACCRUAL

Each Non-Dispatch employee in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first of that month at the rate of eight (8) hours for each month worked, to be used in the event of his/her illness or to care for a member of his/her immediate family or household who is ill. Dispatch staff shall be in paid status for 77 hours (prorated for FTE status) or more in any month for the next month on the first of the month in order to accrue sick leave. Accrual of sick leave shall be unlimited for Dispatch and Non-dispatch staff.

Immediate family for the purpose of this Sick Leave Article shall be defined as spouse, domestic partner, parents, spouse's parents, stepparents, stepchildren, children, brother, sister, grandchildren, and grandparents of either employee, domestic partner or spouse. Sick leave may also be used as approved by the Communications Director in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. The COUNTY will compensate the employee at his/her current wage rate as long as the employee has accrued sick leave and is unable to perform his/her duties. Absence from a regularly scheduled shift or voluntary overtime commitment due to sickness in excess of three (3) consecutive days or three (3) or more non-consecutive days within a calendar month shall be verified by a physician's certificate, if requested by the COUNTY.

If an employee is unable to report to work due to reasons based on sick leave usage, he/she will notify the Shift Leader as soon as practical, if possible no later than three (3) hours before their shift is to begin.

2. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

3. HOURS CHARGED

Sick Leave shall be charged at the rate of one (1) hour for each hour taken.

4. VACATION OPTION

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall be able to use their accrued vacation time to cover such time off. At the

option of the employee, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

ARTICLE 10 – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family (as defined under sick leave) an employee shall be granted leave of absence with pay not to exceed three (3) working days for the purpose of making household adjustments and/or attend the funeral. 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 director or designee.

ARTICLE 11 - OTHER LEAVES

1. LEAVE OF ABSENCE

Leaves-of-absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose, consistent with the needs of the COUNTY. Leaves of absence in excess of ninety (90) days can only be granted by the Board of County Commissioners. No leave will be granted to an employee to accept employment in any other capacity.

No vacation or sick leave benefits shall accrue during any leave of absence without pay; however, employees returning from such leave shall be entitled to credit for service prior to the leave. The employee's effective hire date and salary increase date will be adjusted for any month in which the employee is not in paid status at least eight working days in a month, based on the current work schedule of 4 days on, 4 days off.

2. JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process which is C-Com related, such time shall be considered as time worked and paid at the appropriate salary level of the required service. Employees shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the COUNTY with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the COUNTY in advance of the hearing or jury duty or if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. All moneys received as witness or jury fees must be signed over to the COUNTY excluding any mileage/expense reimbursements. Employees will be required to call their supervisor when less than a normal work day is required by jury or witness duty. The center manager shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

3. EDUCATION LEAVE

After completing one (1) year of service, an employee upon request, may be granted a leave-of-absence without pay for educational purposes at an accredited school, when it is related to his/her employment. The period of such leave-of-absence shall not exceed one year, but it may be renewed or extended at the request of the employee, when necessary.

One (1) year leaves-of-absence, with any requested extension for educational purposes, may not be provided more than once in any three (3) year period.

Employees shall also be granted leaves-of-absence with pay for educational purposes; for additional lengths of time, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability, provided it meets with the approval of the COUNTY.

Compensation will not be paid for employees who attend training activities which are not a condition of employment, without regard to the nature of the training activity.

4. INCLEMENT WEATHER

When an employee is excused by his/her supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time in the same pay cycle with the approval of the supervisor or using vacation or leave without pay.

5. DONATION OF BLOOD

Subject to mutual agreement between the COUNTY and the employee, a reasonable period will be allowed for donation of blood to a County-sponsored blood drive on a voluntary basis.

ARTICLE 12 - HEALTH AND WELFARE

1. MEDICAL-HOSPITAL

The COUNTY AGREES to contribute toward the monthly composite premium for each medical plan for fulltime employees and their eligible family members, effective on the first day of the month following the benefit waiting period described in Section 9. The design of the medical plan(s) and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Effective July 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 1306.25.

Effective March 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 1371.56.

Effective January 1, 2017, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2016 County contribution.

Effective January 1, 2018, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2017 County contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County.

Effective July 1, 2015, cash back will be \$152 per employee per month. Such amount shall increase by 5% on March 1, 2016, and by 5% on January 1, 2017, and January 1, 2018.

2. LIFE INSURANCE

The County agrees to provide life insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 10.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

3. LONG-TERM DISABILITY INSURANCE

The County agrees to provide non-duty disability insurance coverage to fulltime employees, effective on the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 10.

Effective January 1, 2001, the County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of covered salary, including longevity, up to a maximum covered salary of \$3333 per month.

4. DENTAL INSURANCE

The County agrees to provide dental coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

The COUNTY agrees to contribute monthly an amount equal to 100% of the composite premium for each full coverage dental plan. When allowed under federal and state law, employees may choose to opt out of dental coverage or opt down to a less expensive

plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

5. FULL-TIME EMPLOYEES

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week.

6. PART-TIME EMPLOYEES

Regular part-time employees working at least 20 hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

7. FLEXIBLE BENEFITS

The County agrees to provide Clackamas County's Flexible Benefits Program to employees who are working in a position regularly scheduled for thirty (30) hours or more per week. Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

8. RETIREMENT CONTRIBUTIONS

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

9. BENEFITS WAITING PERIOD

Benefits shall become effective on the first day of the month following at least two (2) months of continuous employment. Continuous employment shall be defined as being in a paid status during the entire benefit waiting period, except for an unpaid period not to exceed ten (10) working days or eight (8) working days for employees on a four-day work week, or the pro-rated equivalent for part-time employees.

10. BENEFITS REVIEW COMMITTEE

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member of the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number of equal to the voting bargaining unit membership. However a bargaining unit or the County may appoint fewer voting members than it is entitled, but

retain the same number of votes as described above. The County or the Union may invite other nonvoting members to attend meetings as needed to facilitate committee business. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

The County and the Union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at less than five percent (5%) each year.

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Participating employees who are enrolled in the HRA/VEBA as of December 31 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period in January of the following year.

11. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER

The COUNTY shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancement made available by the insurance carriers. The COUNTY does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

12. DOMESTIC PARTNERS

Domestic Partners will be treated the same as spouses for purposes of medical, dental and life insurance programs described in this article, subject to Federal and State laws and regulations and completion of a notarized Affidavit of Domestic Partnership provided and approved by the Department of Employee Services, Risk and Benefits Division.

ARTICLE 13 - WORKERS COMPENSATION

1. All COUNTY employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries that arise out of and occur in the course and scope of their work for the COUNTY. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status.
2. The COUNTY shall compensate the employee from the County's Self Insurance fund for on-the-job injuries in an amount to ensure the injured employee's pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of injury and would have continued to receive had there been no injury.
 - A. The day of injury shall be considered a work day, and the employee will receive his normal salary for that day.
 - B. The waiting period, as described in ORS 656.210, will be charged to sick leave.
 - C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law. D. While the employee is receiving wage continuation under this provision, he/she will continue to receive all other COUNTY health and welfare benefits he/she was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

ARTICLE 14 – WAGES

1. WAGE STEPS

New employees shall be paid at step one rates, unless an upper-step appointment is made. Transferred employees will be paid as set forth in Article 22(6). New employees or promoted employees shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Thereafter, employees are eligible for a step increase at the conclusion of twelve (12) months of continuous service since their last step increase. Eligibility for step increases shall continue until employees reach the last step in their respective salary range. Step increases shall be granted by the appointing authority for those employees who have demonstrated satisfactory work performance.

When any position not listed on the wage schedule and which properly belongs in the bargaining unit is established, the COUNTY shall designate a pay range for the position. In the event the UNION does not agree that the range is proper, the UNION shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure.

2. COST OF LIVING ADJUSTMENT (COLA)

After ratification by both parties or implementation of an arbitral award, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, each employee shall receive a lump sum payment equal to 2.1% on an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2015.

Effective July 1, 2016, employees shall be compensated for the fiscal years 2016-2017 with at 100% of the change in the CPI-W for each year with a minimum of 2% and a maximum 4.5%. In lieu of retroactive pay, each employee shall receive a lump sum payment equal to 2.0% of the employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2016.

The lump sum payment to employees for retroactive COLAS due for both fiscal year 2015-2016 and fiscal year 2016-2017 would appear in the paycheck 3 full pay periods after the effective date of ratification by both parties or implementation of the arbitrator's award.

Effective July 1, 2017, employees shall be compensated for fiscal year 2017-2018 at 100% of the change in the CPI-W with a minimum of 2.0% and a maximum of 4.5%. An appendix will be published by the County each year by April 1 and posted on the Department of Employee Services website.

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor. The change in the CPI-W shall be the 12 months change as reported for the previous December.

3. ADDITIONAL WAGE INCREASE

Effective with the first payroll period in March 2017, Communication Dispatchers (D1 and D2) and Communication Dispatch Trainees shall receive an additional wage increase of two (2) salary grades (9.7%).

4. PROMOTION FROM COMMUNICATIONS DISPATCHER 1 TO COMMUNICATIONS SHIFT LEADER

When a Communications Dispatcher 1 is promoted to Communications Shift Leader, he or she will receive a two step increase which is equal to an approximate 10% increase in pay.

This is an exception to the standard County promotion procedure in which employees typically receive a one step increase which is equal to an approximate 5% increase in pay.

5. OUT OF CLASS PAY

Whenever an employee is assigned any work for more than one (1) shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the bottom of the range of the higher classified position or five percent (5%), whichever is higher.

6. TRAINING PAY

Communication Dispatcher 1s, while designated as trainers by the Communications Director, or the Director's designee, shall be paid eight percent (8%) in addition to their regular pay.

7. DISPATCHER OVERTIME

- A. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. Compensation shall not be paid twice for the same hours.
 1. All authorized work performed in excess of ten (10) hours in any workday, or in the case of a Trainee during the CCOM academy , an eight and three-quarters (8.75) hour day or when assigned to on-the-job training a ten-hour day depending on their schedule.
 2. All authorized work performed in excess of forty (40) hours in an employee's work week.
 3. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (½) hour units as outlined below:

- a. 0-14 minutes paid @ time and one-half (1 ½) for actual time worked;
 - b. 15-30 minutes paid for ½ hour @ time-and-one-half (1 ½); and
 - c. 31+ paid @ time and one-half (1 ½) for actual time worked.

- B. An exception to A. 1 -3 above; Dispatchers and Call Takers may be paid overtime to receive a minimum of 60 hours pay during a schedule change (i.e. shift rollover).
 - 1. The Supervisor in charge of scheduling or their designee will look at pay periods during a shift rollover (team change) and if any Dispatcher will have less than 60 scheduled hours in a pay period, there will be an equivalent amount of overtime hours allowed during the change to bring the Dispatcher or Call Taker to the equivalent of 60 hours of pay for that pay period.
 - 2. The formula of 6.75 hours of time and one-half (1 ½) overtime equals 10 hours of straight time pay will be used.
 - 3. The Dispatcher or Call Taker has the option of taking this time off and receiving less than 60 hours of pay if the following are met:
 - a. They are not needed to bring the staffing levels during the time in question to the levels defined in Article 6 Section 7;
 - b. All other leave time requested by other Dispatchers during those hours has been filled first so no Mandatory or GAP time is created.

- C. The COUNTY and the UNION agree that overtime compensation at the time and one-half rate will be calculated for employees according to the following formulas:
 - 1. Standard 40-hour work week:
(Bi-weekly salary x 26 pay periods) ÷ 2080 hrs.
 - 2. When there are less than 22 trained dispatchers:
Four 10-hour days on, three days off with an eleventh hour of overtime daily:
(Bi-weekly salary x 26 pay periods ÷ 2080 hrs.
 - 3. When the staffing number of fully trained dispatchers reaches 22 or more and consistent with Article 6(2):
Four 10-hour days on, three days off:
(Bi-weekly salary x 26 pay periods ÷ 2080 hrs.

The parties intend this formula to establish an authorized basic rate for overtime compensation as permitted by section 7 (g) (3) of the Fair Labor Standards Act and 29 CFR Section 548.3. In the event that additional authorization is necessary to

implement this agreement, the COUNTY and the UNION agree to jointly make application to the Wage and Hour Division as provided by 29 CFR Section 548.4.

8. NON-DISPATCH STAFF OVERTIME

Overtime for the non-dispatch staff shall be all authorized work performed in excess of 8 hours in any work day, or 40 hours in a seven-day work cycle, or for any employee working a four on, three off schedule, all authorized work performed in excess of 10 hours in any work day, or 40 hours in a seven-day work cycle.

9. OVERTIME SCHEDULING

- A. The overtime opportunities sign up list will be maintained in the Overtime Opportunities Binder by the County, in the C-Com Operations room. When possible, overtime opportunities will be posted between ninety (90) and one hundred twenty (120) days in advance, with the exception of the first 90 days of seniority vacation requests, which will be posted as soon as each vacation signup is completed (see Article VIII Section 4 regarding trial Vacation Signup agreement).
- B. Emergency overtime opportunities (less than 48 hours notice) will be offered to employees via APAGE based upon the seniority rating as defined under Article 1, Section 13, G.

Seniority bumping rights exist for the first thirty (30) minutes after the initial APAGE.

After 30 minutes, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for.

For full-time employees, compensation will be one and a half (1 ½) times the normal rate of pay per hour or comp time at the same rate. Part-time employees will be paid at their straight time rate.

After sixty (60) minutes have elapsed, mandatory overtime may be instituted. See Article 6, Section 7 and Article 14, Section 8, paid at double time.

- C. Overtime opportunities between 48-hours and 30 days from the date of posting shall be posted as soon as possible by the employee or designee in the Overtime Opportunities Binder with the date and time posted next to it, allowing for a 24 hour seniority bumping period. After 24 hours from the date of posting, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for. There are no bumping rights less than 24 hours prior to the start of the shift.
- D. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between thirty (30) and ninety (90) days notice will be offered on a first come, first served basis, with the exception of a

period where seniority bumping rights may be exercised. The period will begin on the date of posting and continue through the fifth (5th) day from the date of posting.

- E. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between ninety (90) and one hundred twenty (120) days notice will be offered on a first come, first served basis, with the exception of a period where seniority bumping rights may be exercised. These overtime opportunities will be posted on the next pay day following the date the request is turned in. The bumping period will begin on the date of posting and continue through the fifth (5th) day from the date of posting. Requests submitted greater than 90 days in advance but if posting were delayed until the next payday would be available with less than 90 days notice, shall be posted as soon as received, also allowing for the same bumping period.
- F. During the bumping period, overtime opportunities shall be made available to the following groups of employees in order of preference, first to full time bargaining unit members by hire date; second, to job share employees by hire date; third, to part time employee bargaining unit members by hire date; and last to part time non-bargaining unit employees on a first come, first serve basis.
- G. On any bump, the person taking the shift is responsible for contacting the person being removed as soon as possible.
- H. Once an employee has committed to a time period, they are obligated to work that time slot. If they are unable to fulfill that obligation, it is their responsibility to find a replacement.

10. MANDATORY SHIFT COVERAGE, OVERTIME, AND CALL-IN PAY

- A. Mandatory overtime may be imposed to meet staffing levels (as defined in Article 6, Section 7) except for non-seniority vacation coverage and compensatory time. Mandatory overtime is allowed for shift coverage for training that is required (Article 14(12)). Management reserves the right to not fill hours that are above the minimum staffing levels.
- B. Dispatchers and T2s are subject to mandatory overtime per Article 6, Sections 6.
- C. Dispatchers and T2s are subject to mandatory overtime only on their regular work days up to two (2) hours before and/or after their regularly assigned hours, but will not be required to work more than a total of two mandatory overtime hours per shift.
- D. Dispatchers or paused T2s will not be subject to mandatory overtime at the end of their shift when required to attend a meeting or training that occurs 8 or fewer hours after the shift.

- E. Overtime opportunities that may result in mandatory overtime if not filled shall be posted a minimum of 90 days in advance. Exceptions to this are as follows:
 - 1. Overtime opportunities that become available less than 90 days but more than 48 hours from the date of notification shall be posted within 24 hours.
 - 2. Emergency overtime opportunities as defined in Article 14, Section 6. B. shall be paged within two hours of notification, or as soon as possible.
 - 3. Up to the first 90 days of seniority vacation requests shall be posted after vacation sign up has been completed.
- F. Exceptions will not be made for posting requirements in anticipation of a trainee being signed off. Overtime may be cancelled at the time a trainee is signed off and is assigned to a shift.
- G. Mandatory overtime to cover shifts on the floor will be compensated at double time for actual hours worked.
- H. Call in overtime for the non-dispatch staff which does not adjoin their regular shift will be compensated at double time.
- I. In the event of an emergency, dispatchers or call takers who report to work from an off duty status after having received a page or call request for emergency staffing shall be paid double time for hours actually worked. The department director, or designee, shall determine what constitutes an emergency for purposes of this section and will notify the employees of such when they are being contacted for purposes of emergency staffing.

The number of employees who respond for emergency staffing may be reduced or cancelled at any time after activation depending on the operational needs of the center.

Employees who show up to work at CCOM after having received a request for emergency staffing shall be paid a minimum of 1 hour compensation at double time.

- J. Overtime for training or other required meetings will not be paid at double time, but will be paged at time and one half and a two-hour minimum will apply if called in from off-site to attend. The minimum does not apply if the meeting/training adjoins an employee's shift.
- K. Dispatchers and T2 trainees who have worked fourteen (14) hours in any capacity in a twenty-four hour period of time, as described in Article 6, Section 9, will not be required to work any further overtime.

- L. Whenever mandatory overtime would result in a dispatcher working a fourteen (14) hour shift, the following steps shall first be taken:
 - 1. Voluntary overtime to be paid at double time shall be offered to dispatchers.
 - 2. Management shall be notified and shall have discretion whether or not to staff the position using bargaining unit members.

If use of mandatory overtime results in a dispatcher actually working a 14 hour dispatching shift, compensation of one hour compensatory time plus double time will be paid for each hour of mandatory overtime actually worked in excess of 12 hours. An employee who voluntarily works mandatory overtime for another employee, will be paid at double time when the mandatory overtime worked is adjacent to their shift. If volunteering to cover mandatory overtime results in a fourteen (14) hour shift the employee will receive double time, but not the compensatory time.

- M. When an employee is subpoenaed and appears in any litigation or administrative hearing process, outside of their scheduled work hours on a normally scheduled workday, which is C-COM related, the employee shall be compensated at a minimum of two (2) hours at the overtime rate. When an employee is subpoenaed and appears as a witness in any litigation or administrative hearing process, outside of their scheduled work hours on a regularly scheduled day off, which is C-COM related, the employee shall be compensated at a minimum of three (3) hours at the overtime rate.

11. GAP OVERTIME

- A. GAP is a period of time where staffing falls below the levels outlined in Article 6. Sec 7, where such time is not covered by voluntary overtime and cannot be covered by mandatory overtime. Management may choose to fill such time with a qualified non-represented or non-dispatch employee (i.e. TQAC) before making such time available to dispatch members.
- B. GAPS are paged at the discretion of management and may be cancelled if the time is filled with voluntary overtime, or if a qualified non-represented or non-dispatch employee is able to work if the time and it is covered more than 2 hours before the GAP would occur.
- C. Available GAP time will APAGED to all personnel and will be available on a first come, first serve basis. Bumping rights do not apply. Call Takers are not eligible to fill GAPS.
- D. GAP time is paid at two and one half (2 ½) times the employee's regular rate of pay.

12. COMPUTATION OF HOURLY RATE

Hours of work for all Dispatch Staff will be 2080 per year. The computation of hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Continuous operations}}{2080 \text{ hours per year}} = \frac{\text{Yearly salary}}{\text{dollars}} = \frac{\text{dollars}}{\text{per hour}}$$

Hours of work for non-dispatch staff will be 2080 per year.

The computation of hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position}} = \frac{\text{dollars}}{\text{per hour}}$$

$$\text{Non-dispatch staff on 40 hour work week} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \frac{\text{dollars}}{\text{per hour}}$$

Refer to Appendix A, B, and C for pay scales.

13. COMPENSATORY TIME

Employees may elect to take compensatory (comp) time, in lieu of overtime pay. An employee may accrue a maximum of two hundred forty (240) hours of comp time until June 30, 2016. Effective July 1, 2016, employees may accrue up to two hundred (200) hours of comp time during fiscal year 2016-2017. Effective July 1, 2017 and each subsequent July 1, employees may accrue up to one hundred (100) hours of comp time during each fiscal year. Any overtime worked over 200 hours in fiscal year 2016-17 and over 100 hours in fiscal year 2017-18 and each subsequent fiscal year shall be paid at the appropriate overtime rate.

Comp time will accrue at time and one-half (1 ½), (i.e., ten (10) hours overtime, will be compensated fifteen (15) hours comp time) except mandatory overtime which will accrue at double time (2) and gap overtime which will accrue at double time and one-half (2 ½).

Effective June 30, 2016 and each June 30 thereafter, an employee may carry over up to eighty (80) hours of comp time to the next fiscal year. If an employee has less than eighty (80) () hours of comp time, all accrued hours will be paid to the employee or all accrued hours will be available to carry over into the next fiscal year (employee's choice). If an employee has in excess of eighty (80) hours of comp time, they can receive full pay off of the comp time hours or elect to be paid for only the amount over eighty (80) and carry over the eighty (80) of accrued comp time

into the next fiscal year.

Accrued comp time may be used only if the vacancy is posted and filled. Occasional exceptions to the posting requirement may be made at the discretion of the Director.

Vacation leave will have priority over comp time leave in the event of a need for cancellation.

Seniority vacation that was requested and approved during the normal bidding process may not be converted to compensatory time off. Approved seniority vacation may not be cancelled and replaced with compensatory time off.

14. TRAINING SESSION COMPENSATION

When an employee is required to attend a meeting, training session, seminar or similar activity as a condition of employment, the time spent in the session will be considered hours worked. Fees for required sessions will be paid.

Travel time shall be counted as hours worked for members who are required to report to training sites that are greater than 30 miles from C-Com. Compensation will be paid for travel time from home or C-Com depending on the point of origin. Travel time is not paid for required training at C-Com.

Mileage at the COUNTY rate for personal vehicle use will be paid in accordance with County policy.

No employee will lose regular pay as a result of required training.

**15. CALL TAKER AND TRAINING & QUALITY ASSURANCE COORDINATOR
(TQAC) PAY**

Call Takers and the Training & Quality Assurance Coordinator will be eligible for overtime and other specific pay as contained in the chart below:

Pay/Overtime Type	Call Taker	TQAC
11 th Hour	No	No
GAP	No	Yes
Mandatory	No	No
Voluntary	Yes – Article 14 (5) (A)	Yes – Article 14 (5) (A)
Voluntary (15 minutes before/after shift)	Yes – Article 14 (5) (A)	Yes – Article 14 (5) (A)
Voluntary 14 th Hour	No	No
Eligible for Comp Time	Yes – Article 14 (11)	Yes – Article 14 (11)
Call In Overtime	Yes – Article 14 (8) (I)	Yes – Article 14 (8) (I)
Vacation	Yes – Article 8	Yes – Article 8 except (3 and (4)
Trainer Pay Premium	Yes – 14 (4) when training a call taker trainee only	No
Holiday Pay	Yes – Article 7 (2)	Yes – Article 7 (1)
Paid Lunch	Yes – Article 7 (4)	Yes – Article 7 (4) if TQAC works five (5) or more consecutive hours on the operations floor
Trade Time	Yes – Article 8 (6) but only with another call taker	No
Schedule Change	Yes Article 14 (5) (B)	No
Vacation Bonus – Article (8)	No	No

16. LONGEVITY PAYMENT

Employees covered by the bargaining unit shall receive longevity pay as a percent of gross salary for seniority in COUNTY service as defined in 2.05.200.8 of the Personnel Ordinance, in the following amounts:

<u>Years</u>	<u>Percent</u>
5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	3.0%
30 years	3.5%

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

17. CERTIFICATE PAY

In order to maintain and improve skills of Dispatchers and Shift Leaders, the County will implement an incentive program consisting of Department of Public Safety Standards and Training certification as follows:

INCENTIVES	Monthly Amounts
DPSST Intermediate Certification	\$35.76
DPSST Intermediate Certification w/Bachelors	\$60.81
DPSST Intermediate Certification w/Masters or Ph.D.	\$71.53
DPSST Advanced Certification	\$78.45
DPSST Advanced Certification w/Bachelors	\$133.33
DPSST Advanced Certification w/Masters or Ph.D.	\$156.85

Such amounts shall increase on July 1, 2013 and July 1, 2014 by an amount equal to the adjusted CPI increases pursuant to Section 1 of this Article.

Any employee who at the time of ratification of this agreement has a certificate as referenced above shall receive certificate pay. Any employee who at the time of ratification has applied for certification with DPSST shall be eligible for certificate pay as above once DPPST approves the application. In order to maintain such pay, the employee will be required to complete the minimum annual training hours as outlined in Appendix E.

Upon ratification of this agreement, any employee wishing to receive certificate pay shall submit an application to the Director, or designee, of the Department. In order to receive certificate pay, the application must meet the requirements as outlined in Appendix E. The Director shall have thirty (30) days to review such application and upon approval by the Director, the employee shall receive the certificate pay. If after director approval, the application is not approved by DPSST, or the employee fails to meet the training requirements to maintain the certificate pay, as outlined in Appendix E, the certificate pay shall stop until such time the employee is again eligible for the pay.

If DPPST does not pass the recommended changes to the Certificate program, the County through the Department will continue to administer the Certificate Program for purposes of Certificate Pay as if the changes had been adopted and any employee wishing to receive certificate pay shall be required to meet the requirements as outlined in Appendix E.

18. DEFERRED COMPENSATION PLAN

The County shall provide employees with an optional deferred compensation plan on an employee-match basis. The County shall match employees' contribution to such deferred compensation plan up to 3% of the employee's compensation as set forth in the County's Compensation Plan.

The plan shall be administered by a provider with whom Clackamas County has contracted for deferred compensation services. This provision will become effective no later than 60 days following the final approval of this agreement by both parties or implementation by arbitrator's award.

ARTICLE 15 - JOB SHARE

1. DEFINITION

"Job sharing position" means a situation in which no more than 2 individuals on a shared time basis perform the duties and responsibilities of the one full-time position. To be a job share, the two employees must ONLY be performing the duties that would be assigned if the position was filled by one full time employee.

2. HOURS OF WORK

The two job share partners shall normally be scheduled to work 50% of the regular hours of one full time position within each pay period. The job share partners will

determine how their regular workdays will be divided up, full shifts only, and be responsible for providing the COUNTY with a schedule 2 weeks in advance. If unable to agree, most senior partner works day 1 & 2, least senior works day 3 & 4.

3. WORK WEEK

The job share position shall have the same work week as any other full time employee as defined in Article VI Section 2 of this Agreement.

4. SICK TIME COVERAGE

The job share partners shall be considered as one person and will work through the mandatory list as one person no matter which person had the mandatory last. Job share employees shall be entitled to the same compensation for mandatory as any other full time employee.

5. VOLUNTARY OVERTIME

Each individual in a job share situation shall be paid in accordance with the limits set forth in Article 14 Section 4 and 5, of this Agreement.

6. DETERMINATION

One Dispatcher 1 job share position may be offered once the trained staff reaches 29. This can be changed by the parties by mutual agreement between Union and County.

Job sharing is a voluntary program. Employees who wish to participate in job sharing must submit a written request to the Director of the Department at least six weeks prior to regular shift bid. If more than two employees submit their names, the two with the highest seniority dates would prevail.

If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Director has the right to determine if job sharing is still appropriate. If the Director determines that job sharing is no longer appropriate or if there is no interested qualified replacement employee, the remaining employee shall assume the responsibilities of the position on a full time basis.

7. QUALIFICATIONS/PROBATIONARY PERIOD

To be eligible for Job Share, an employee must have worked a full time position for 18 months after completion of training. There will be no probationary period.

8. MERIT INCREASES

Each job share employee shall be eligible to move to each consecutive step in the salary schedule within the appropriate pay range on the same schedule as a regular full time employee.

9. LONGEVITY

Each job share employee shall be eligible for longevity pay on basis of pro-rated seniority.

10. SICK LEAVE AND VACATION ACCRUALS

Job share employees shall accrue pro-rated sick leave and pro-rated vacation leave based on the employee's continuous years of county service.

11. TRAINING

Each job share employee shall attend the two 8 hr required training/staff meetings. They may attend two optional, 3-hour staff/training meetings yearly.

12. APPROVED LEAVE

Vacancies will be filled in the same manner as any full time employee vacancy, based on posting and/or the use of the short notice overtime call up lists. Job Share partners have the ability to trade time as long as they maintain the requirements for hours worked and benefits.

13. HOLIDAYS

Each job share employee will receive 4.2 hours of holiday accrual leave time per month and may sell back 50 hours at each sell back opportunity.

14. HEALTH AND WELFARE

The employer contribution for each job share employee shall be equivalent to one-half of the benefit dollars for medical, dental and life insurance coverage up to the maximum stated in this agreement. Medical and dental insurance shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half the face value of life insurance provided to a full-time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference between the employer contribution and the applicable premium, through payroll deduction. The County shall allow payroll deductions on a before-tax basis for medical and dental insurance only.

15. LAYOFF/BUMPING

For the purposes of layoff and bumping, both job share employees shall be treated as individuals.

16. SENIORITY

Job share employees shall accrue seniority on a pro-rated basis.

- For the purposes of shift bid, the job share partners will be considered as one person using the date determined by averaging the seniority dates of the partners. This seniority date will be calculated 1 month prior to shift bid.

- For the purposes of vacation bidding, each individual partner will have their personal seniority date pro-rated and calculated yearly. They will pass on the first and second rounds and be allowed to have first choice in the third round.
- For the purposes of overtime sign up and short notice call the partners' names will be placed on the list after the full time employees, but before the part-time employees.

ARTICLE 16 - PERSONNEL RECORDS AND INFORMATION

1. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's personnel file.
2. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
3. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
4. For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Personnel Division and/or by the employees department or division.
5. Material reflecting warning, admonishment and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there are repeat occurrences. No material reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of such notice to the UNION.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

1. Regular employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, suspension, demotion or, discharge; provided, however, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand. In the case of oral reprimands a written record may be kept by a supervisor as to the date of the reprimand, but such written record shall not be made a part of the official COUNTY personnel file. It is specifically understood that just cause for discharge shall include inability or failure on the part of a trainee to meet the requirements of the position

classification for Communications Dispatcher 1 in accordance with the Initial Probationary period outlined in Section 6 of this Article.

2. Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended or discharged shall have the right to appeal the action through the grievance procedure. The UNION shall submit such grievance at Step 1 of the procedure not later than fourteen (14) calendar days after the effective date of the disciplinary action. If the Director and supervisor are absent on the fourteenth day, the time will be extended to the first day when the Director or a supervisor is present. The grievance procedure shall be the sole and exclusive procedure for resolution of discipline and discharge disputes.

Likewise, should the COUNTY wish to discipline an employee, the COUNTY shall notify the employee and initiate an investigation within fourteen (14) calendar days of the cause for discipline or within fourteen (14) calendar days of when the COUNTY became aware of the cause for disciplinary action, whichever is later. The investigation will be completed within 21 days. The employee and a supervisor or the Director must be present on the twenty-first day, and if not, the time will be extended to the employee's first regularly scheduled and worked day when a supervisor or the director is present. The deadline may be extended under special circumstances by mutual agreement.

3. If the COUNTY has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.
4. When the employer believes there is just cause for discharge, the regular employee will be notified in writing is taken that the employee is subject to possible discharge. Such notification shall state the reasons for which the employee is being considered for discharge. The employer shall provide the employee with an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action.
5. At any investigatory interview of an employee where disciplinary action is a reasonable possibility, the employee will be allowed full Weingarten rights to have a union representative present.
6. Initial Probationary Period:

Newly hired employees will serve a probationary period beginning on date of hire and continuing for 6 months following the completion of the training. The probationary period will not be less than 12 months.

Probationary periods will be extended by the full amount of any unpaid leave or absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.

The Director may reprimand, suspend, demote, or discharge the probationary employee. Every such action shall be accompanied by written documentation stating the reasons for such action.

Initial probationary employees are not protected by the just cause standard, and are subject to discipline and discharge without prior notice or an opportunity to respond to the charges prior to discipline.

Any initial probationary employee in the bargaining unit who is disciplined in writing, suspended, or discharged, shall have the right to utilize Steps 1, 2, and 3 of the Grievance Procedure described in Article 19. The determination at Step 3 shall be the final determination, except that an employee may request an administrative review of a suspension, demotion, or dismissal from the Director of Employee Services subject to the Personnel Ordinance 2.05.220, Administrative Reviews by the Director of Employee Services (December, 1992).

ARTICLE 18 - LAYOFF AND RECALL

1. REASON FOR LAYOFF

The COUNTY may lay off an employee because the employee is physically unable to perform the job, and there is no other job the employee can perform. The COUNTY may lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the COUNTY, there is no satisfactory alternative to layoff such as voluntary demotion, furlough or reduced workweek. Discussions regarding layoffs may be initiated by either the COUNTY or the UNION. The COUNTY retains the final authority to determine whether layoffs should occur.

2. LAYOFF

Layoff order shall be established within the department on the basis of seniority.

The appointing authority may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by documented work performance records. The judgment of the appointing authority shall be sustained unless the Director of Employee Services finds the judgment to be arbitrary or capricious.

3. BUMPING

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in

a job classification at the same or lower salary grade provided the employee is qualified to hold the position. If funds are increased and the higher level position is reestablished within two (2) years, the bumping employee will be restored to the higher level position.

4. RECALL

Those employees who exercise bumping rights or are laid off shall be eligible for recall to their classification for a period of two years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority. Eligible, interested recalled employees will be re-employed before any new hires or transfers, provided the employee possesses the qualifications for the position.

ARTICLE 19- SETTLEMENT OF DISPUTES

1. GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of the Agreement shall be settled in the following manner:

STEP I: The UNION Representative and the employee, at his/her option, may take up the grievance or dispute with the Operations Supervisor within fourteen (14) calendar days of the occurrence. The immediate supervisor, the Union Representative, and the employee, at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the immediate supervisor shall respond to the employee and the Union Representative within fourteen (14) calendar days.

STEP II: If the grievance has not been settled, it may be presented by the Union Representative and the employee, at his/her option, in writing, to the Operations Manager within fourteen (14) calendar days after the response from the immediate supervisor was due. The Operations Manager, the Union Representative, and the employee, at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Operations Manager shall respond to the employee and the UNION Representative in writing within fourteen (14) calendar days.

STEP III: If the grievance still remains unadjusted, it may be presented by the UNION Representative and the employee, at his/her option, to the Communications Director within fourteen (14) calendar days of the time that the Operations Manager's response was due. The Communications Director, the Union Representative, and the employee, at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Communications Director shall respond to the employee and the UNION Representative in writing within fourteen (14) calendar days.

STEP IV: If the grievance still remains unadjusted, it may be presented by the UNION Representative and the employee, at his/her option, to the Board of County Commissioners or their designee within twenty-one (21) calendar days after the response of the Communications Director is due. The Board of County Commissioners or their designee,

the Union Representative, and the employee, at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or designee shall respond in writing to the employee and UNION Representative within twenty-one (21) calendar days.

STEP V: If the grievance is still unsettled, the UNION Representative shall have the option, by written notice to the COUNTY within fourteen (14) calendar days after the reply of the Board of County Commissioners or designee is due to request either mediation through the State Conciliation Service or arbitration. If the State Conciliation Service is not willing or not able to provide mediation services, the UNION representative may, within fourteen (14) calendar days of notice of such fact by the Conciliation Service, request arbitration by giving written notice to the County. If mediation services are provided, and after mediation, the grievance is still unsettled, the UNION Representative may within fourteen (14) calendar days by written notice to the COUNTY, request arbitration. Costs for mediation services shall be equally split between the UNION and the COUNTY.

STEP VI ARBITRATION: If arbitration is requested by the UNION Representative, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator for the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon all parties. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one name at a time from the list until only one name remains. The arbitrator whose name remains shall act as arbitrator for the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of the agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and other procedural matters, provided that in doing so the arbitrator shall not contravene any provision of the Agreement. The compensation and expenses of the arbitrator shall be borne by the party for whom the arbitrator's decision is adverse.

When the Board of County Commissioners has denied a grievance and arbitration is requested, the parties must within one year of the date the Board of County Commissioners denies the grievance select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

2. PROCESSING GRIEVANCES

A single Steward shall be allowed to investigate and process grievances during working hours within reasonable limits without loss of pay.

Any time limits specified in the grievance procedure may be waived by mutual consent of both parties.

ARTICLE 20- NON-DISCRIMINATION

1. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual preference, marital status, race, color, creed, national origin, or political affiliation. The UNION shall share equally with the COUNTY the responsibility for applying this provision of the Agreement. The UNION shall not share any legal costs incurred by the COUNTY relating to the enforcement of this section.

2. GENDER

All references to employees in the Agreement designate both sexes and whenever the male or female gender is used, it shall be construed to include male and female employees.

3. UNION MEMBERSHIP

The COUNTY agrees not to interfere with the rights of employees to become members of the UNION and there shall be no discrimination, interference, restraint, or coercion by the COUNTY or any COUNTY Representative against any employee because of any employee activity in an official capacity on behalf of the UNION, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of COUNTY operations in serving and carrying out its responsibility to the public.

ARTICLE 21- UNION BUSINESS

1. VISITS BY UNION REPRESENTATIVES

The COUNTY agrees that an accredited representative of the UNION, whether local UNION representatives, District Council representatives, or International representatives, upon proper introduction, shall have reasonable access to the premises of the COUNTY.

2. NEGOTIATING SESSIONS

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the UNION negotiating committee.

The UNION negotiating committee shall consist of not more than three (3) employee members each, with each side selecting their own negotiating committee. No more than two (2) UNION negotiating committee members shall be on scheduled shift duty during any meeting.

ARTICLE 22 - GENERAL PROVISIONS

1. BULLETIN BOARDS

The COUNTY agrees to furnish and maintain a suitable UNION bulletin board to be used by the UNION at the Emergency Operation Center Building, in an area commonly accessible to employees. Bulletin Board to be of reasonable dimensions, approximately 4' x 4'. The bulletin board shall be limited to UNION Business Notices and Bulletins.

2. EXISTING CONDITIONS

The COUNTY agrees to furnish to the UNION copies of all proposed changes in work rules and benefits. All future work rules and benefits shall be subject to mutual agreement before becoming effective. Changes in all existing conditions shall be negotiated with the UNION. Whenever any conditions or changes or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days. The UNION and the COUNTY will jointly participate in making recommendations concerning all new classifications to the Board of County Commissioners.

3. RULES

The COUNTY agrees to furnish each employee in the bargaining unit with a copy of all existing rules. New employees shall be provided a copy of the Handbook at the time of hire.

Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

4. AGREEMENT PUBLICATION COSTS

The COUNTY agrees to print sufficient copies of this agreement for distribution to all employees in the bargaining group and all new employees. Cost of printing shall be borne by the COUNTY.

5. PROMOTIONS

Whenever a vacant bargaining unit position becomes available, either through employees terminating, retirement, new classification, or for any other reason, the COUNTY shall first attempt to fill the position by promoting employees or transferring employees in the bargaining unit.

6. TRANSFERRED EMPLOYEES

Employees who are transferred to C-Com under ORS Chapter 236 because C-Com has assumed or acquired the duties of another public employer shall be placed on the

current salary schedule under this agreement at the step which is closest to, but not less than, their salary from the transferring employer.

Such transferred employees will be required to undergo a training period not to exceed twelve (12) months from the date of transfer, provided however that a six-month extension may be granted by the Communications Director. An employee who does not progress satisfactorily during the training period, may be discharged from employment. It is specifically understood that just cause for discharge shall include inability or failure on the part of an employee to progress satisfactorily during the training period, or to meet the requirements of the position/classification for Communications Dispatcher 1 by the end of the training period.

Transferred employees who are placed at step one of the salary schedule upon transfer shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Transferred employees who are placed at step two or higher upon transfer are eligible for advancement to the next step of the salary range twelve (12) months from the first of the month following appointment.

7. ELECTRONIC MAIL

1. Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
 - A. official Association announcements to the Association membership (such as meeting subjects, dates and times);
 - B. the meaning, interpretation or application of this Agreement;
 - C. the presentation and adjustment of grievances under Article 21 of this Agreement;
 - D. matters directly related to the collective bargaining relationship between the County and the Association.
3. Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
 - A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - B. to ask a question regarding meaning, interpretation, or application of this Agreement;
 - C. to present a grievance regarding the meaning, interpretation or application of this Agreement;

D. to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

5. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

ARTICLE 23 - COMMITTEES

1. LABOR MANAGEMENT

The COUNTY and UNION agree to establish a joint Labor-Management Committee as a mechanism for a dialogue between the parties to discuss issues mutually agreeable to the parties. It is further agreed that the parties may further create subcommittees as are deemed appropriate. The makeup for the main committee shall be the Director of C-Com and/or the Operations Manager and/or two Supervisors from Management (the total not to exceed three) and the Business Agent and Local President and/or two Dispatchers from the Union (the total not to exceed three). The makeup and number of members of any subcommittees will be determined by mutual agreement between the parties.

- A. The Committee shall meet as necessary to address any and all issues involving the parties during the term of this Agreement, but in no event less than once each quarter.
- B. Identifying mutually agreed upon issues shall be the first priority for the committee.
- C. The joint committee and subcommittees, as appropriate, will examine and discuss the issues identified as well as the ramifications and impacts of each issue. Subject to the deliberations of the subcommittees and/or joint committee, recommendations may be issued from the joint committee to the Union's leadership and/or membership and to the County, as appropriate.

2. FSC AND LSC

FSC and LSC meetings will include a dispatcher representative from the Bargaining Unit. This representative will be selected by the UNION.

ARTICLE 24 - DRUG AND ALCOHOL POLICY

The COUNTY and the UNION adopt the County's Drug Free Workplace policy proclamation dated August 15, 1989.

ARTICLE 25- SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 26 – OVER/UNDER PAYMENTS

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

A. Underpayments

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the County shall only recover, the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Supervisor in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification..

C. Repayment to the County

As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

1. The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
 2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
 3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (D) below.
 4. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
 5. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
 6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
- D.** Employees can elect to either establish a payment plan through payroll deductions as described under 23(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W2 form by the amount repaid.

ARTICLE 27 - TERM OF AGREEMENT

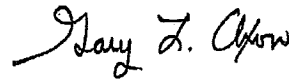
1. This Agreement shall become effective when ratified by both parties or implementation of arbitrator's award, December 19, 2016 and shall remain in full force and effect until the 30th day of June 2018. The contract shall be automatically open for negotiations toward a successor agreement on March 1, 2018.
2. This Agreement may be amended at any time by mutual agreement of the UNION and COUNTY; such amendments shall be in writing and signed by both parties.

AWARD

Having reviewed all of the evidence and argument, in light of the statutory factors, I find the Employer's Last Best Offer package must be selected under ORS 243.746(4). I Award the Employer's Last Best Offer and order that it be adopted and included in the successor Collective Bargaining Agreement.

It is so ordered.

Respectfully submitted,



Gary L. Axon
Interest Arbitrator
Dated: December 19, 2016

APPENDIX A CERTIFICATE PAY REQUIREMENTS

Intermediate Certification		
Minimum Years of Experience	5 years	6 years
Minimum Training Hours, Including DPSST Basic Course	DPSST Basic Course + 160 hours post certificate training	DPSST Basic Course + 200 hours post certificate training
Minimum College Education Credits	45	None
Minimum Competency	3 portfolio points	3 portfolio points

Advanced Certification				
Minimum Years of Experience	7 years	8 years	9 years	10 years
Minimum Training Hours, Including DPSST Basic Course	Intermediate Certificate + 120 hours post certificate training	Intermediate Certificate + 160 hours post certificate training	Intermediate Certificate + 200 hours post certificate training	Intermediate Certificate + 240 hours post certificate training
Minimum College Education Credits	Bachelor Degree	Assoc. Degree	45	None
Minimum Competency	6 portfolio points	6 portfolio points	6 portfolio points	6 portfolio points

APPENDIX A
 CERTIFICATE PAY REQUIREMENTS
 (Cont.)

Intermediate/Advanced Telecommunicator Portfolio

CATEGORY	PORTFOLIO ITEM	POINTS
Leadership	Policy Writing/Revision	1 point
Leadership	APCO/NENA Membership (active participation within past 2 years)	½ point
Leadership	APCO/NENA Leadership (Hold Office, Committee Chair, National Committee, etc. within past 5 years)	1 point
Leadership	Agency Leadership Role (agency defined)	1 point
Leadership	Professional Development (agency defined)	1 point
Calls for Service*	Multi-jurisdictional (cross-dispatch) events	¼ point
Calls for Service*	Mass casualty events	¼ point
Calls for Service*	Major Media Events	¼ point
Calls for Service*	Incident dispatch team member	¼ point
Calls for Service*	Unusual or Exemplary call for service (agency defined)	¼ point
Awards	Agency/local award recipient	½ point
Awards	State award recipient	1 point
Awards	National award recipient	2 points
Training	1 year Communications Training Officer (within past 5 years)	½ point
Training	2+ years Communications Training Officer (within past 5 years)	1 point
Training	Industry, DPSST or Agency Instructor (within past 2 years)	1 point
Training	Attend industry related training course – 8 hour minimum (does not count toward yearly certification hours)	1 point
Longevity	Every year as an Agency Head	1 point
Longevity	Every two years as a mid-level manager	1 point
Longevity	Every three years as a first line supervisor	1 point
Longevity	Every four years as a lead worker	1 point

* Calls for Service Category: (Requires significant participation in high impact calls for service)

The additional yearly training hours to retain either the intermediate or advanced certifications are:

- 4 additional training hours required to retain Intermediate Certification
- 8 additional training hours required to retain Advanced Certification

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Note: Microsoft Word only identifies exact text for indexing. For example, vacation, Vacation, and vacations are all unique and different words. This is why there is repetition of similar words in the index or missing page numbers for a reference that wasn't exactly identified for capitalization or plural. Please test the index and identify words would you like included in the next contract.

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