



EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

AND

TEAMSTERS LOCAL UNION #223

COLLECTIVE BARGAINING
AGREEMENT

Effective: July 1, 2024– June 30, 2027

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AGREEMENT BETWEEN

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

AND

TEAMSTERS LOCAL UNION #223

PREAMBLE

This agreement is entered into between Emergency Communications of Southern Oregon, an unincorporated association formed by intergovernmental agreement and entered into pursuant to ORS 190.003, *et seq.*, hereinafter referred to as ECSO, and Teamsters Local Union #223, hereinafter referred to as Union.

The purpose of this agreement is to set forth those matters pertaining to the rates of pay, hours of work, working conditions, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Recognition.

1.1.1 ECSO recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating on matters concerning salaries, wages, hours, working conditions, fringe benefits, and other employment relations for all non-supervisory and non-confidential employees of the Communications Center.

1.1.2 This agreement shall not preclude either party from petitioning the Employment Relations Board for a future re-definition of the bargaining unit.

- 1.2 Classifications Excluded. It is further agreed that classifications that are supervisory or confidential are excluded from the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 Management Rights.

- 2.1.1 Except as specifically limited, abridged, or relinquished by the term of this agreement, all rights to manage, direct, and supervise the operations of the employer and the employee are vested solely with the employer. The employer shall have the right to establish such reasonable rules and regulations not in conflict with this agreement respecting the conduct of employees as it may, from time to time, deem best for the purpose of maintaining order, safety, and/or efficient operations.
- 2.1.2 Neither party shall be required during the term of this agreement to negotiate upon any existing or proposed contractual provision; however, this shall not preclude the Union and ECSO from either 1) meeting during the term of this agreement at the request of either party to discuss and attempt to resolve grievances and other problems and for generally improving relations between the parties, or 2) negotiating on any other matter during the open negotiations period before the termination as provided in Article 17. Proceedings under the provisions of Article 14 are not to be construed as negotiations as that term is used in this Article.

ARTICLE 3 – HOURS OF WORK

3.1 Workday and Workweek.

- 3.1.1 The regular workday and workweek for employees shall consist of Four ten (10) hour days, followed by three (3) consecutive days off including meal periods, rest periods, briefing, and training periods. This may be modified by mutual agreement of the parties.
- 3.1.2 If staffing falls below thirty-one (31) fully trained FTE telecommunication specialists, Management may opt to a change in the workday and, except in an emergency, will give the Union no less than a thirty (30) day written notice prior to the date of the change. The shift shall consist of one or more of the following:
- 3.1.2.1 Five (5) eight (8) hour days followed by two (2) consecutive days off; or
- Three (3) twelve (12) hour days and one four (4) hour day followed by three (3) consecutive days off; or

A combination of two (2) twelve hour days and two (2) eight (8) hour days followed by three (3) consecutive days off.

3.1.3 The parties agree that, as this procedure has been bargained, the implementation of change in the workday will not require impact bargaining which is specifically waived by the Union in this instance. Once staffing levels again reach thirty-two (32) fully trained FTE's, the workday will revert back to ten (10) hour shifts. Prior to the reversion, Management will give the Union no less than thirty (30) days written notice of the reversion.

3.2 Training Schedule. Notwithstanding any other provision of this Agreement, employees assigned to training or attending a conference for at least three consecutive days, or held outside Jackson County, Oregon, may be placed on an eight-hour, five-day work schedule to accommodate the training schedule, and meal and rest periods will be as determined by the facilitator.

3.3 Continuous Operations, Defined.

3.3.1 Employees engaged in continuous operations are defined as "any employee or group of employees engaged in an operation for which there is regularly scheduled more than one shift in a twenty-four (24) hour period, seven (7) days a week."

3.3.2 When there is a change in work shift in continuous operations (rollover), ECSO shall not be liable for overtime unless the employee works in excess of a regularly-scheduled work day or more than forty (40) hours are worked in a work week. During rollover, if an employee has at least two consecutive days off, the work week will reset so that the first work day following the employee's days off will begin the work week as defined in Section 3.1.1. Except for emergencies, the rollover for each employee will be completed within a two (2) week period.

3.4 Work Shift.

3.4.1 Normally all employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Employees' shifts may be rescheduled to meet public safety requirements.

3.4.2 Work schedules shall be established by seniority bidding for four (4) month work cycles. ECSO shall post a blank work schedule showing hours and days off for each available shift no later than October 1st for the 4-month period beginning the following January, no later than February 1st for the 4-month period beginning the following May, and no later than June 1st for the 4-month period beginning the following September. Beginning October 1st, and February 1st, and June 1st, each employee, by descending order of seniority, shall select an available shift listed on the posted schedule. The posted schedule will show the shift selected by

each employee prior to the next bid. Probationary employees who have been released from training shall, for the purposes of this selection process only, be considered to have bargaining unit seniority. Except in no case shall a probationary employee who has been released from training be considered to have more seniority than any regular employee for purposes of this Article. Probationary employees released from training, by descending order of seniority, shall select an available shift listed on the posted schedule.

3.4.3 Based on the needs of ECSO and its approval, an employee may choose to voluntarily slide his work schedule starting and quitting times.

3.4.4 Changes in shift work schedules after assignments have been made will be based on personnel reductions which affect staffing levels for at least five days, or in response to extended emergency field operations. ECSO will consult with the Union stewards and attempt to minimize the overall effect upon employees when schedule changes become necessary after assignments for the bid period have been approved.

3.4.5 In the event a change in schedule is required, as determined by ECSO in accordance with 3.4.4, such change will be based upon seniority in the order specified below:

3.4.5.1 First, if a shift is vacated with six (6) or more weeks remaining in the bid period, and ECSO determines that the shift will remain available for selection, each employee with less seniority than the employee vacating the shift, may, by seniority, elect to change his/her shift to either the vacated shift or to a shift left vacant by a senior employee selecting a vacated shift (shift upgrade).

3.4.5.2 Second, if such schedule change requires the elimination of the previously-bid and approved shift of any employee, such schedule change will be accomplished through seniority selection, starting with the senior-most employee affected by the schedule change and continuing through progressively less senior employees until all remaining employees, if their previously-approved bid was cancelled, have the opportunity to select a shift from the modified work schedule.

3.4.6 When ECSO releases a probationary employee to work without a trainer ("fully released"), or otherwise adds an employee to the continuous operations of the dispatch center, that employee will be administratively assigned to one of four shifts- start time of 0700hrs with Mon/Tue/Wed off, start time of 0900hrs with Tue/Wed/Thu off, start time of 1100hrs with Tue/Wed/Thu off, or start time of 1300 hrs with Wed/Thu/Fri off. The employee so assigned will remain on that shift until they are able to select

their next shift during the regular shift bid process outlined in Section 3.4.2.

- 3.4.7 Changes in shift work schedules can also be made upon written agreement between ECSO and the employee.
- 3.5 Work Schedule. Except for emergencies, the regular work schedule showing each employee's shift, workdays, and hours shall be posted at least thirty (30) days in advance. Employees will be notified of any changes to their schedule and such change and notification shall be posted at least ten (10) days prior to the effective date of the change, except for emergencies and as provided in Section 3.4.4 (personnel reductions or emergency field operations) and Section 15.5.3 (assignment of overtime) or when the change results only in resumption of the employee's regular work schedule. Notwithstanding, probationary employees not yet released from training may have their schedule changed with less than ten (10) days' notice provided their days off may not be changed with less than ten (10) days' notice.
- 3.6 Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each four (4)-hour segment or major portion thereof, which shall be scheduled in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.
- 3.7 Meal Periods. Subject to the operating requirements of ECSO, employees may take a meal period break not to exceed thirty (30) minutes duration and shall be considered on-duty time. Meal periods shall be taken, subject to operational needs, as close as possible to the middle of the shift.
- 3.7.1 Missed Meal and Rest Periods. Because of the nature of the work performed, there will be times when an employee may not receive their meal or rest period as scheduled. If an employee is required to work through or return to work during their scheduled meal and/or rest period, the employee will make an effort to make up the missed meal or rest period as soon as possible and may seek assistance from an on-duty supervisor if necessary.
- 3.8 Shift Trades. Time trades between employees shall be permitted with supervisor approval. Such trades must be completed during the workweek or as designated by ECSO policy. Failure to meet the completed time trade deadline may result in full or partial suspension of shift trade privileges. ECSO shall suffer no liability for overtime as a result of such trades. Substitutes working a shift trade are permitted to use accrued compensatory time off in accordance with the rules for such time off, in the same manner as, and as though working, their regular shift.

ARTICLE 4 – HOLIDAYS

4.1 Holidays. The following shall be recognized holidays:

January 1 – New Year’s Day
3rd Monday in January – Martin Luther King’s Birthday
3rd Monday in February – President’s Day
Last Monday in May – Memorial Day
July 4 – Independence Day
1st Monday in September – Labor Day
2nd Monday in October – Columbus Day
November 11 – Veteran’s Day
4th Thursday in November – Thanksgiving Day
4th Friday in November – Day After Thanksgiving
December 25 – Christmas

4.2 Holidays During Leave. If an employee is on authorized vacation, sick leave, or other authorized leave with pay when a holiday occurs, the day will be considered as a holiday and not as vacation, sick, or other authorized leave with pay. The employee will not receive additional compensation for being on authorized leave with pay on a holiday.

4.3 Holiday Pay. Employees shall receive ten hours’ pay at their regular rate of pay, which includes DPSST Certification differential pay, if any, for each holiday listed above regardless of work schedule and/or hours worked.

4.4 Holiday Work. If an employee is required to work on any of the holidays listed above, they shall receive, in addition to their holiday pay as outlined in Section 4.3, compensation for all hours worked at the rate of one and one-half times their regular rate of pay, which includes DPSST Certification differential pay, if any.

ARTICLE 5 – VACATION LEAVE

5.1 Accrual.

5.1.1 A new employee shall accrue vacation time at the rate of ten (10) hours for each full calendar month of full-time employment for the first twelve (12) months of service. After the first six (6) months of full-time employment, a new employee may take accrued vacation time but it will not be considered as secured.

5.1.2 After the first twelve (12) months of full-time employment, vacation shall be accumulated at the following rates:

MONTHS CONTINUOUS SERVICE	VACATION HOURS EARNED PER MONTH
13-36	10.83
37-60	12.5
61-120	14.17
121-180	16.67
181-240	18.33
240-over	20.83

5.2 Accumulation.

- 5.2.1 Vacation accruals remaining on December 26th that are in excess of twice the employee's annual vacation credit will be cashed out, at the base pay exclusive of differentials, on the employee's December paycheck.
- 5.2.2 An employee may not take vacation in excess of his total accrued vacation credit.
- 5.2.3 Employees may take vacation in more than one period, and as little as one day at a time, subject to personnel requirements of ECSO. Vacation time off shall not exceed twenty-eight (28) consecutive calendar days at one time unless specifically approved by the Director.
- 5.2.4 Secured vacation shall be defined as a continuous block not to exceed twenty-eight (28) consecutive calendar days. Secured vacation shall be granted to three employees per day unless an employee with less seniority has been unable to secure a full week of vacation (forty consecutive work hours). If no full week is available, an employee who has not been able to exercise his bid may select a block that has at least two unfilled work days to assure a full week of vacation. Once approved, such secured vacation shall not be subject to cancellation by ECSO unless mutually agreed upon by the employee and the supervisor.
- 5.2.5 Employees, except for probationary new hires not yet released from training, shall select vacation leave on an annual basis. A blank secured vacation calendar shall be posted no later than August 1st, along with a current bargaining unit seniority roster. Each employee shall fill in their vacation request, by bargaining unit seniority, in accordance with Section 5.2.5.1, below. Notwithstanding Section 13.10.1, probationary employees shall, for the purposes of this selection process only, be considered to have bargaining unit seniority. Probationary new hires released from training during the first round of the selection process shall be permitted to make secured vacation selections during both rounds. Probationary new hires released from training during the second round of the selection process shall be permitted to make a second round secured bid, in addition to utilizing one selection as a postponed vacation bid as

outlined in section 5.2.5.2. Seniority secured selection for vacation shall be exercised two times. Each employee shall be allowed to sign up by seniority and select two blocks of secured vacation. Employees who fail to fulfill their vacation scheduling obligation shall not be assured of secured vacation leave. The secured vacation schedule shall be posted no later than November 10th. Probationary new hires released from training after the seniority selection process has concluded will be able to utilize two selections as a postponed vacation bid as outlined in Section 5.2.5.2.

5.2.5.1 Seniority secured vacation selection will be bid as follows: Each employee shall fill in their vacation request, by bargaining unit seniority, during a twenty-four hour period from 9 am on the date indicated on the schedule to 9 am on the following day or be passed over for that rotation for bidding. An employee may bid sooner than the designated twenty-four hour period when the bidding reaches their seniority position and it is prior to the date listed on the schedule. If an employee fails to sign up before or during his/her 24-hour opportunity, barring an emergency, up to one missed bid will be considered a postponed bid as provided in Section 5.2.5.2, and the bidding will proceed to the next senior employee and the employee who failed to bid will lose his/her seniority bid opportunity. For purposes of this section, the definition of "emergency," and the appropriate time-period to delay the vacation bidding as a result of an emergency, will be determined by mutual agreement between the Union and ECSO. In the absence of mutual agreement, the seniority secured vacation bid will proceed.

5.2.5.2 Employees may opt to postpone one or both of their secured vacation bids during the annual bidding to a later time, at which, with thirty (30) days' notice, they will be allowed to use their postponed bid for any remaining dates that are available for selection. Such delayed secured vacation bids, once approved, will be treated the same as annual secured vacation bids. Dates available for postponed secured bids do not include up to two (2) one-week blocks each calendar year selected by ECSO that may be blocked out for mandatory training after the annual bidding process is complete.

5.2.5.3 Employees may bid using the full amount of vacation time they will have accrued by the time the vacation is actually taken. Hours used by an employee to select secured vacation reduce the vacation allowance on an hour-by-hour basis once the vacation is approved.

- 5.2.6 If an employee chooses to use only part of his secured vacation, he must notify his immediate supervisor thirty-five (35) calendar days prior to the start of the original secured vacation, to ensure that other employees have sufficient time to access the open dates in accordance with this Article where 30 days' notice is required. It shall be considered that ECSO has fulfilled its obligation to provide secured vacation when an employee chooses to use partial vacation.
- 5.2.7 An employee may change his secured vacation time block if an alternate time block is available. The change may include adding to, or subtracting from, the original secured vacation bid. Requests to change a secured vacation time block to a different open block will be taken on a first-come, first-serve basis and must be in writing. The request must be made at least thirty (30) days prior to the original secured vacation or the requested change, whichever comes first. The modified secured vacation time block shall be considered a secured vacation. If an employee chooses not to use their secured vacation as scheduled, it shall be considered that ECSO has fulfilled its obligation to provide secured vacation.
- 5.2.8 In addition to the two annually-bid secured vacations, each employee will be allowed, with thirty (30) days' notice, to use up to forty (40) hours of vacation once each calendar year for any remaining dates that are available, as defined in 5.2.4, for selection. Such "40-bank" vacation bids, once approved, will be treated the same as annual secured vacation bids.
- 5.2.9 An employee cannot sign up for a block of secured vacation unless his accrual rate allows for complete utilization of the secured time. If an employee does not have enough accumulated vacation at the beginning of his leave to accommodate his full secured vacation block, the employee will utilize any remaining vacation hours starting with the first day of his secured vacation request and the days will run consecutively until the vacation time is exhausted. If an employee is unable to take all of his secured vacation due to exhaustion of vacation leave, it shall be considered that ECSO has fulfilled its obligation to provide secured vacation.
- 5.2.9.1 If prior to an employee's secured vacation block(s), it becomes apparent that the employee will not have enough vacation time to cover all secured vacation due to cash-out, unsecured vacation, or unforeseen absences, ECSO will notify the employee and he/she will have seven days to modify their vacation schedule accordingly. If the employee fails to modify their vacation schedule, the employee's secured vacation that is not covered will be removed, starting with the last days of the employee's affected secured vacation. The modified secured vacation must remain a consecutive block.

- 5.2.10 All subsequent vacation requests shall be considered on a first-come, first-served basis and shall be granted to no more than two employees per date so that no more than five employees will be on vacation leave on any given date. It is the employee's responsibility to find overtime coverage for vacation requests if, as a result of the request, staffing is below required levels as determined by ECSO.

If such requests are made with at least thirty (30) days' notice and volunteer coverage, where needed, is arranged at least ten days before the vacation is to begin by the employee making the request, the vacation request will be approved and thereafter considered a secured vacation.

ECSO may, based on staffing levels, grant additional conditional vacation requests that do not meet the criteria listed above. Such conditional vacation requests that are approved may be revoked by ECSO due to changing staffing requirements. The employee may request any member of ECSO to utilize the volunteer overtime paging system to request volunteer coverage for those conditional vacation requests that are revoked within 24 hours of when the time off was scheduled to be taken. Conditional vacation is not guaranteed.

- 5.2.11 If an employee is prevented, by ECSO's personnel requirements, from taking vacation during the vacation period, he shall not lose vacation credit.

- 5.2.12 The vacation selection process for a Dispatch Supervisor will not compete with or supersede the secured vacation selection of the bargaining unit.

5.3 Continuous Service. For purposes of this section, continuous service shall be unbroken by separation from ECSO service for absences due to military, or Peace Corps service, vacation, sick leave, or FMLA/OFLA leave whether paid or unpaid. Time spent on other types of authorized leave shall not count as time of continuous service, except that employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to the leave or layoff.

5.4 Termination or Death. Upon termination for any reason other than the death of the employee, accumulated vacation credit shall be paid to the employee. Upon termination by reason of the death of the employee, accumulated vacation credit shall be paid to the person(s) legally entitled thereto.

5.5 Vacation During Leave of Absence. Vacation shall not accrue during leave of absence without pay.

5.6 Vacation Cash-Out. Employees who have used at least forty (40) consecutive hours or sixty (60) non-consecutive hours of vacation leave in the previous twelve (12) months may cash out up to forty (40) hours of accrued vacation per fiscal year. Leave time for which the employee is paid will be deducted from the

employee's leave bank. Payment for hours cashed out under this section shall be at the base pay exclusive of differentials.

ARTICLE 6 – SICK LEAVE

- 6.1 Accrual. Sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each calendar month of service. Sick leave may be accrued without limit. Sick leave shall not accrue during periods of leave without pay except if the absence without pay qualifies for FMLA/OFLA purposes.

During FMLA/OFLA leave an employee must be in paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

An employee who terminates or resigns employment with ECSO shall not be entitled to any cash compensation or HRA VEBA payment for unused sick leave.

- 6.2 Statutory Leave – Unpaid. Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes.

- 6.3 Utilization.

6.3.1 An employee may utilize accrued sick leave when he is absent from work by reason of his illness, injury, necessity for medical or dental care, or exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.

6.3.2 Employees may also utilize sick leave time for illness or injury of a member of the employee's immediate family, which requires making arrangements for care or providing initial attention to the family member.

6.3.3 The first forty hours of sick leave used per calendar year will be counted as Oregon Paid Sick Leave, and will be administered in accordance with state law.

- 6.4 Absences Also Covered by Workers' Compensation.

6.4.1 On-the-job injury resulting in time loss of under three days' duration which is not compensated under Workers' Compensation shall be compensated from the first day without charge against an employee's accrued sick leave.

6.4.2 Thereafter, employees utilizing sick leave for an absence also covered by Workers' Compensation shall have only prorated charges made against

sick leave to supplement the Workers' Compensation benefits to equal the employee's regular take-home pay.

- 6.4.3 Regular take-home pay is defined as gross pay, less Social Security taxes, Workers' Compensation assessment, and state and federal withholding based on the employee's actual number of legal dependents and marital status at the time of injury.

6.5 Notification if Sick.

- 6.5.1 Foreseeable sick leave will be scheduled in accordance with applicable law.

For unforeseeable sick leave, an employee who is ill and unable to report for work shall notify his immediate supervisor, if reasonably possible, not less than 120 minutes prior to the employee's reporting time. In the case of continuing illness, the employee shall continue to notify his supervisor of his inability to report for work.

- 6.5.2 The Director may require a physician's statement indicating the need for the employee's absence and an estimated duration of absence for any illness or injury if the employee is absent for three or more consecutive work days. Prior to allowing the employee to return to work the Director may require a physician's release indicating the employee's fitness to return to work.

- 6.5.3 Without regard to the circumstances described in paragraph 6.5.2 above, should the Director have reasonable cause to question an employee's physical or mental fitness for the job, he may require the employee to obtain an examination. In that event, such an examination shall be limited to those areas that affect the employee's fitness to perform his job assignment. ECSO shall pay for the cost of such an examination to the extent it is not reimbursable to the employee by insurance. In the event the employee chooses to obtain a second examination and report, it shall be at the expense of the employee.

- 6.6 Sick Leave Abuse Policy. The sick leave abuse policy contained in this agreement, attached hereto as Appendix B and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining, except for such changes as are mandated by state law.

- 6.7 Compassionate Leave. Upon notice, in the event of a death in the immediate family, an employee may take up to five days to make funeral arrangements and attend the funeral. Such leave shall be with pay and not charged against an employee's accumulated leave. Compassionate leave taken under this provision will run concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act.

- 6.8 Immediate Family. Immediate family is defined as mother, father, spouse, current domestic partner, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, and grandparents. The Director may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein.
- 6.9 Injuries Covered by Workers' Compensation. An "injury" covered by the Oregon Workers' Compensation Law, and for purposes of this agreement, shall be an accidental injury as defined in ORS 656.001 to 656.794. Recreational or social activities shall not formally be considered within the course of an employee's employment unless they are a mandatory function of ECSO.
- 6.10 Limits to Sick Leave Usage and Accrual. Sick leave shall not be used or accrued during layoff periods. Sick leave shall not be used during a scheduled leave, i.e., secured or unsecured vacation, if the employee and/or family member has an injury or becomes ill.
- 6.11 Oregon Paid Family and Medical Leave Insurance (PFMLI) Program. When implemented, ECSO shall participate in the Oregon Paid Family and Medical Leave Insurance (PFMLI) program or its successor for the duration of this contract. The Employee's portion shall be withheld from the employee's paycheck. The ECSO shall pay the Employer contribution. Employees shall be permitted to utilize accrued leave banks or compensatory time to ensure they receive 100% of their normal salary while receiving the PFMLI benefit.

ARTICLE 7 – OTHER LEAVES

- 7.1 Jury Duty. Employees shall be granted leave with pay at the regular rate when they are required to report for jury service; however, the fee for jury service shall be paid over to ECSO.
- 7.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes and applicable federal law.
- 7.3 Failure to Return From Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned his position with ECSO, and his position shall thereupon be declared vacated unless the employee, prior to the expiration of his leave, has furnished evidence that he is unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond his control.
- 7.4 Absence Without Leave. An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

- 7.5 Witness Fee. An employee who is paid a witness fee shall pay that fee over to ECSO if he has received his regular salary from ECSO for time spent as a witness.
- 7.6 Return From Leave. An employee granted a leave, paid or otherwise, must notify ECSO of the intended return date at the beginning of the leave. Employees who are granted a leave as the result of disability shall keep ECSO advised of any change in anticipated return dates. Employees returning from leave after shift schedules are established shall be placed on the shift schedule most appropriate for the operating needs of ECSO for no longer than 30 days.
- 7.7 Family Leave. Eligible employees shall be entitled to family and medical leave in accordance with ECSO's policy and subject to the requirements of Oregon or federal leave laws.
- 7.8 Incident Weather. Employees are expected to report to work on time during extreme weather conditions. If an employee is unable to get to work on his own, the employee must notify ECSO immediately. ECSO will make every reasonable effort to resolve the transportation problem, but if it is unable to provide a transportation solution, the employee may use vacation accruals and not report to work until transportation can be established. If no accrued leave is available, the Director may authorize leave without pay.

ARTICLE 8 – FRINGE BENEFITS

8.1 Basic ECSO Contributions.

- 8.1.1 ECSO shall provide and maintain payment of premiums for employees and their families for coverage under the "Teamsters Health and Welfare Plan" as follows:

- (1) Medical F/W Plan
- (2) Dental D-6
- (3) Vision V-4

Effective November 1, 2019, employees will move from the Medical F/W Plan to the Medical G/W Plan.

- 8.1.2 ECSO shall contribute 93% with the employee contributing 7% towards the cost of Medical, Dental and Vision insurance premiums.
- 8.1.3 ECSO shall also provide term life insurance for each employee during employment, through a carrier of its choice, of \$50,000.
- 8.1.4 For eligibility, an employee as defined in Article 1 – Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in the

month. He is then covered in the month of February. An employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or “cash out” of accrued leave.

It is understood that the concept of “cash out” of accrued leave time (vacation and compensatory) does not constitute hours worked or compensated hours. A cash-out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

- 8.1.5 **Medical Savings Account.** Prior to the tenth of each month, ECSO shall remit sixty-five dollars (\$65) to each employee’s account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 C9 of the Internal Revenue Code. Effective in the same month that the employees move to the G/W Health Plan, ECSO’s HRA VEBA contribution will be increased to one hundred and thirty dollars (\$130).
- 8.1.6 **Waiver of Premium.** Employees accessing the waiver of premium benefit under the OTET G/W Plan shall receive, if necessary, up to an additional six (6) months of their portion of the premium paid for by ECSO.
- 8.2 **Employee Contribution.** In the event that any of the aforementioned programs shall have a net premium in an amount per covered employee greater than the applicable basic ECSO contribution per contract year (see Section 8.1, above), then ECSO is hereby authorized to advance such sum(s) for the express purpose of premium payment and then to make automatic payroll deduction from the earnings of any such amount advanced.
- 8.3 **Insurance Policies.** For the above-mentioned insurance programs and the long-term disability plan, ECSO shall designate the insurance carrier and/or the Agent of Record and ECSO shall provide a true copy of the insurance policy and/or any amendments thereto to the Union within 30 days of implementation of the policy.
- 8.4 **Voluntary Benefits.** ECSO agrees to continue to offer voluntary, employee-paid benefits including long term care insurance, supplemental life insurance, AD&D Insurance and AFLAC, provided such plans remain available to ECSO.
- 8.5 In the event that (1) federal or state law, including without limitation the Affordable Care Act, mandates modification of any of the provisions of this agreement or the benefits provided under it, or (2) ECSO determines that it is required by the Affordable Care Act to pay the Federal Excise Tax on high cost health plans, known as the “Cadillac” tax, as a result of the total cost of health and welfare benefits provided by ECSO, then the parties agree that within 30

days of receipt of written notice from the ECSO, the parties will re-open negotiations only with respect to any such benefits or provisions affected by such mandate or to allow the parties to mutually agree on terms that will eliminate the employer's liability to pay any Cadillac tax.

ARTICLE 9 – JOB DESCRIPTION

- 9.1 Job Descriptions. Job descriptions shall be prepared by ECSO and forwarded to the Union. Such job descriptions shall describe the key performance areas of the employees within each classification in the bargaining unit and shall include such other duties as may be assigned by the supervisor to perform the job effectively.
- 9.2 Employee/Union Copies. Persons within the bargaining unit shall be furnished with their respective job descriptions. Any changes or revisions in the key performance areas described therein shall be furnished to the Union and the employees affected by the changes or revisions within 30 days of the revision or change.
- 9.3 New Classifications. In the event ECSO establishes a new job classification, it will establish a rate of pay for such job and will notify the Union within 10 business days. Upon request by the Union within five business days, ECSO will meet and confer concerning the rate of pay established. If, after the meet and confer date, the Union disagrees with the rate established for the classification, the rate of pay may be submitted to arbitration pursuant to Section 12.1, Step 3, upon five business days written notice to ECSO.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.1 Discipline. Discipline may include oral reprimand, written reprimand, suspension, demotion and termination of employment. Administrative leave with pay shall not be considered disciplinary in nature. No regularly appointed, non-probationary employee shall be reprimanded in writing, suspended, demoted, or discharged except in good faith for just cause, nor shall any such employee be suspended, demoted, reprimanded in writing, or discharged arbitrarily or for political, religious, racial, or other discriminatory reasons. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through regular grievance procedures. An oral reprimand shall be done in a manner that will not embarrass the employee before other employees or the public. Oral reprimands, counseling, or other oral communication may be documented but such documentation shall not be considered written disciplinary action and therefore not subject to the grievance procedure and such documentation will not be placed in the employee's personnel file.
- 10.2 Suspension, Demotion or Discharge. If the Director determines there may be just cause for suspension, demotion or discharge, ECSO may place the employee on administrative leave with pay and shall deliver to the employee and the Union written notice of such action. Such notice shall specify the principal grounds for such an action and ECSO will afford the employee all due process

required by law at that time. Protests of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 12. Once filed by an employee, the Union may process a grievance concerning suspension, demotion, or discharge at Step 2 of the grievance procedure.

10.3 Probationary Status.

10.3.1 Newly hired employees shall serve a probationary period of six (6) months of full-time employment after being released from the new-hire training program. In no case will the probationary period be less than 1 year from date of hire, inclusive of the new-hire training program and after being released from the new-hire training program. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this agreement except with respect to termination. Such employees may be terminated at any time during the probationary period with no recourse whatsoever.

10.3.2 Promotional appointments shall be tentative with probationary status of one (1) year. An employee serving a probationary period after a promotion may be returned to their former position if, in the judgement of the Director, their performance in the new position is unsatisfactory.

10.4 Just Cause. Examples of just cause include any action that reflects discredit upon ECSO, or is a direct hindrance to the effective performance of ECSO functions, and shall be considered cause for disciplinary action. The following are declared to be cause for disciplinary action against any employee, though charges may be based upon cause and complaints other than those listed.

- (1) The use of narcotic or dangerous drugs or the habitual use of alcoholic beverages to excess.
- (2) Being judged guilty of a misdemeanor involving moral turpitude or any felony or infamous disgraceful conduct.
- (3) Use of intoxicating beverages while on duty.
- (4) Offensive conduct or language toward the public or toward officers or other employees.
- (5) Insubordination.
- (6) Incompetence to perform the duties of his position.
- (7) Negligence in the care and handling of Center property.
- (8) Violation of any lawful and reasonable official regulation made or order given by a superior where such violation or failure to obey amounted to an act of insubordination or serious breach of proper

discipline or resulted, or might reasonably have been expected to result, in loss or injury to ECSO or to the public.

- (9) Solicitation or receipt from any person, or participation in any fee, gift, or other valuable thing in the course of work when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
- (10) Absence from duty without leave, contrary to the provisions of this agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority.

10.5 Disciplinary Record. Upon written notice from the affected employee and within a reasonable period of time, documentation related to discipline, other than written reprimands, shall be removed after thirty-six (36) months from placement in the personnel file; written reprimands shall be removed after twenty-four (24) months from placement in the personnel file. Documentation related to such discipline will be removed from the personnel file only if there is no further documentation concerning the same general conduct relating to the performance issues which generated the prior discipline during the thirty-six (36) or twenty-four (24) month periods, respectively, following the placement of discipline documents in the personnel file. Removed documentation shall be retained in a file of purged documents which thereafter may be used to establish forewarning or for litigation defense.

ARTICLE 11 – PERSONNEL FILE

- 11.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by ECSO. The official personnel file shall be maintained by the Human Resources Manager with additional files at ECSO's discretion.
- 11.2 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions, or discharge. Signing does not necessarily indicate agreement. Signatures may be electronic.
- 11.3 Employee Response. An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file so long as the employee responds within 15 days following placement.
- 11.4 Electronic Files. Personnel files may be created, managed and maintained electronically.

ARTICLE 12 – SETTLEMENT PERIOD

12.1 Grievance. A grievance shall mean a claim by an employee that there has been a violation of a specific provision of the contract. For the purposes of this procedure, “immediate supervisor” is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. “Days” as used in this procedure shall be calendar days. Upon the filing of a grievance by an employee, it is recognized by the parties that, notwithstanding anything to the contrary that may be provided in the following steps of the grievance procedure, the Union shall have exclusive responsibility for such grievance as the exclusive representative of employees in the bargaining unit. Nothing in this agreement shall be construed to limit the right of the Union to dismiss a grievance or to decline to proceed to the next step, including arbitration, which it considers in good faith to be lacking merit.

Step 1 Immediate Supervisor. The grievant shall discuss the grievance first with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. Within 10 days after the initial discussion with the immediate supervisor, if the grievance has not been resolved informally, the grievant shall file the grievance in writing citing the provision of the contract that has been violated with his immediate supervisor. The supervisor shall hear the appeal and render a written decision within 10 days after receiving the written grievance.

Step 2 Director. Within 10 days, if the grievant is not satisfied with the disposition of his grievance at Step 1, the Union shall file the written grievance with the Director. The Director shall hear the appeal and render his written decision within 10 days after receiving the grievance.

Step 3 Arbitration.

- (1) If the Union is not satisfied with the disposition of the grievance at Step 2, it shall, within 10 days after receipt of the written disposition, file notice of intent with ECSO to appeal the grievance to arbitration.
- (2) Within 10 days after such notice of intent, ECSO and grievant and/or the Union, unless they can mutually agree to an arbitrator, shall request a list of seven arbitrators from the State Conciliation Service. The Union will strike the first name from the list, and the parties will strike alternately thereafter. The remaining

name shall be the arbitrator. The parties may, by mutual agreement, request a new panel.

- (3) The findings of the arbitrator shall be limited to the specific terms of this agreement, and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this agreement.
- (4) The decision and award of the arbitrator shall be final and binding on the parties.

12.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

12.2.1 If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

12.2.2 If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

12.3 Grievance File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file unless the grievance is found against the employee.

12.4 Expenses. Each party shall be responsible for paying the expenses involved in presenting its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such recording to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The parties will share equally the cost of the arbitration.

ARTICLE 13 – GENERAL PROVISIONS

13.1 Non-Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, gender, sexual orientation, color, creed, national origin, disability, religion, organizational membership, political affiliation, or any other legally-protected category. The Union and the ECSO Boards shall equally share the responsibility for the application of this provision.

13.2 Check-Off. ECSO when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fees as certified by the Union from the first salary check each month. The amounts deducted shall be transmitted within ten calendar days to the Union.

- 13.3 Gender. All reference in this agreement to employees, individuals, or groups are intended to include both sexes, and whenever the male gender is used, it shall be construed to include male and female.
- 13.4 Union Activity. There shall be no discrimination, interference, restraint, or coercion by ECSO, the Director, or the Union or any of their representatives against any employee because of the Union membership or non-membership, or because of any employee activity in an official capacity on behalf of the Union, or for any other cause or activity, provided such activity or other cause does not interfere with the effectiveness and efficiency of ECSO operations in serving and carrying out its responsibilities to the public.
- 13.5 Departmental Rules and Regulations. The Director and his employees shall comply with any ECSO work rules and conditions that are not in conflict with the terms of this agreement. ECSO agrees to maintain in the dispatch center a copy of current Center rules and regulations, general and special orders in effect, and any changes, amendments, or addenda as they become effective. Individual employee copies will be provided upon request.
- 13.6 Mileage Reimbursement. Employees who use their own vehicles for ECSO duties for travel over fifteen total miles in a trip shall be reimbursed at the current IRS rate, provided authorization has been received prior to using their own vehicle.
- 13.7 Per Diem. Food and lodging expenses shall be paid by ECSO according to ECSO's per diem schedule as issued from time to time in accordance with the Budget as adopted.
- 13.8 Access to Premises. The Director agrees that representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to the premises of ECSO at any time during working hours for the purpose of assisting in the administration of this agreement.
- 13.9 Bulletin Boards. The Director agrees to allow the Union to furnish and maintain suitable bulletin boards in convenient places as determined by the Director in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such boards.
- 13.10 Seniority.
- 13.10.1 Only regular employees shall have seniority. Seniority is defined as total length of continuous service in the employee's job classification and continuous service from the last day of hire within the bargaining unit. Seniority shall accrue from date of hire but may not be exercised, unless otherwise specified in this Agreement, until completion of the probationary period.

13.10.2 Layoff.

- 13.10.2.1 When the Director determines that it is necessary to reduce the work force, he will, 30 days prior to the actual layoff, notify the Union in writing of the needed reduction. The notice shall contain a brief statement of the reason for the layoff.
- 13.10.2.2 Employees shall be laid off in the inverse order of seniority (the last person appointed to the affected classification will be first laid off).

13.10.3 Recall.

- 13.10.3.1 ECSO shall recall those who have been laid off based on seniority in the reverse order of layoff.
- 13.10.3.2 It shall be the responsibility of the employee to keep the Director informed of his current mailing address and telephone number. Notification of recall shall be by certified mail to the employee's last known address.
- 13.10.3.3 Should an employee on layoff be notified of a job opening for which he is qualified, he shall have five calendar days in which to notify the Director of his intent to accept the position and an additional three calendar days in which to report for duty. After the expiration of this time, the employee next in line shall be notified in accordance with the prescribed procedure and will be given the right to recall.
- 13.10.3.4 The recall protection provided herein shall apply to employees who have been laid off for 18 months or less.

13.10.4 Seniority shall be broken or terminated if an employee:

- 13.10.4.1 Quits.
- 13.10.4.2 Is discharged for just cause.
- 13.10.4.3 Is laid off and fails to respond as provided in this Article, Section 13.10.3.3.
- 13.10.4.4 Is laid off work for a period of time greater than 18 months or a period of time equal to his seniority, whichever is shorter.
- 13.10.4.5 Fails to report to work at the termination of leave of absence.

13.10.4.6 While on leave of absence accepts employment without permission.

13.10.4.7 Is promoted to a non-bargaining unit position.

13.11 Union Business. ECSO shall grant a reasonable amount of time for, and the Union Stewards shall not suffer a loss of regular pay as a result of such time spent in, grievance meetings with supervisors or other representatives designated by ECSO, or for time spent for matters permitted by ORS 243.798, including collective bargaining activities and new hire orientation meetings, unless otherwise specified by this Agreement. Stewards will attempt in good faith to schedule these activities so as not to unduly interfere with ECSO operations. The steward using on-duty time for the purposes stated herein shall obtain approval from their immediate supervisor prior to the use of such time. During working hours, Union members and their stewards shall not solicit or engage in other business of the Union, except as permitted by law and this Agreement. The Union will notify ECSO in writing of the names of the stewards, which shall not exceed four.

13.11.1 Union Stewards. ECSO shall grant reasonable amount of time for, and the Union Steward shall not suffer a loss of regular pay as a result of such time spent in, grievance meetings with supervisors or other representatives designated by ECSO, or for time spent for matters permitted by ORS 243.798, including collective bargaining activities and new hire orientation meetings, unless otherwise specified in this Agreement. Stewards will attempt in good faith to schedule these activities so as not to unduly interfere with ECSO operations. The steward using on-duty time for the purpose stated herein shall obtain approval from their immediate supervisor prior to the use of such time. During the working hours, Union members and their stewards shall not solicit or engage in other business of the Union, except as permitted by law and this Agreement. The Union will notify ECSO in writing of the names of the stewards, which shall not exceed four.

13.11.2 Collective Bargaining Activities. The time for collective bargaining activities shall be mutually agreed upon by ECSO and the Union and when such activities occur during the regularly scheduled working hours of members of the Union bargaining team, they shall be allowed time off with pay for that purpose. The Union will make every effort to consider the requirements of ECSO operations in utilizing time off. ECSO shall be notified by the Union of the names of designated representatives and no more than two (2) such employees may be off with pay at any one time. Staffing for purposes of accommodating negotiations will not result in overtime obligation by ECSO. Additional bargaining team members may utilize paid time off, or attend while off-duty, to participate in negotiation sessions.

13.12 Temporary Employees. The parties agree that ECSO has the right to hire temporary employees to perform the duties of those recognized in Article 1. A

temporary employee shall not be considered among the employees represented by the Union. A temporary employee shall be an employee who is notified at the time of hire that such employment is for a specified project or period of time. ECSO shall not utilize any particular temporary employee in excess of 700 hours per fiscal year.

13.13 Other Employment. Outside employment shall be permitted only with the express approval of the Director. Any employee with outside employment commencing on or after the effective date of this Agreement shall notify the Director thereof within sixty (60) days after the effective date of this Agreement. To deny outside employment the Director must find that it violates one of the following criteria:

13.13.1 That such employment is in conflict with the interest of ECSO's employment; or

13.13.2 That such employment detracts from the efficiency of the employee in his ECSO work; or

13.13.3 That such employment is a discredit to ECSO employment; or

13.13.4 That such employment takes preference over the requirements of ECSO employment.

13.14 Communications Supervisors Performing Dispatcher Duties. Non-bargaining unit Communications Supervisors may perform the work of a Dispatcher under the following circumstances:

13.14.1 To temporarily relieve a dispatcher for short periods of time for breaks or other reasons as determined by the supervisor.

13.14.2 To temporarily fill an uncovered time period due to an unexpected illness or other circumstances until a replacement dispatcher arrives or unless a regular dispatcher agrees to fill the position as overtime.

13.14.3 To fill a dispatch time period that is not otherwise covered by available dispatchers. Whenever a supervisor is scheduled to fill in temporarily as a dispatcher, an available dispatcher may "bump" the supervisor from scheduled duty with a minimum of forty-eight (48) hours-notice prior to the scheduled shift, or at the supervisor's discretion.

It is understood that a supervisor only works a dispatcher position in a temporary capacity as defined above or when the overtime is turned down by available dispatchers. It is also understood that when the overtime is turned down, the decision to either work the position or require an employee to work the overtime is at the sole discretion of the supervisor.

13.14.4 Non-bargaining unit Communications Supervisors may perform the work ordinarily assigned to a dispatcher designated by ECSO to serve as a

Certified Training Officer (CTO) when the number of trainees exceeds the number of CTOs, for assessment purposes to determine the progress of the trainee, or when the training necessary must be accomplished on a shift when no CTO is available to train.

Non-bargaining unit Communications Supervisors so engaged shall be counted toward minimum staffing requirements.

ARTICLE 14 – ALCOHOL AND DRUG POLICY

14.1 Alcohol and Drug Policy. The drug and alcohol policy contained in this agreement, attached hereto as Appendix C and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining, except for such changes as are mandated by state law.

ARTICLE 15 – COMPENSATION

15.1 Maintenance of Compensation Plan.

Effective July 1, 2024, the salary schedule will be increased by 2.5%. Effective July 1, 2025, the salary schedule will be increased by 3.0%. Effective July 1, 2026, the salary schedule will be increased by 3.5%.

The salary schedule shall be the step schedule found in Appendix “A.” Negotiated pay increases shall be computed and added to Step 1 and shall maintain a five percent increase between steps.

15.2 Administration of Compensation Plan.

15.2.1 Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the class in which he is employed.

15.2.1.1 Upon completion of six months of service after release from training or twelve (12) months from date of hire, whichever comes first, the employee previously compensated as a trainee at Step 1 shall be placed at Step 2 of the salary schedule.

15.2.2 Entrance Salary. Normally an employee will be appointed at the entrance salary of the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained from the Director. In determining such requests, the Director shall give consideration to the qualifications of the candidate, availability of applicants, and the resulting salary relationship with other similar positions.

15.3 Performance-Step Salary Increase

15.3.1 Employees will receive salary increases upon becoming eligible. Such eligibility will be determined by the steps specified in Appendix A and Article 15.2.1.1, and the results of management's recent performance evaluations.

15.3.2 In the event performance evaluations warrant, in management's opinion, the withholding of an increase, such action shall be considered a disciplinary action and the provisions of Article 10 shall control. An employee who has had an increase withheld will be put on special administrative evaluations, and the increase may be restored prospectively if the next two evaluations warrant restoration.

15.4 Pay Periods. Employees shall be paid on a monthly basis. In the event a regularly scheduled pay-date falls on a Saturday, Sunday or a holiday, the last preceding workday shall be the regular pay date in lieu thereof.

15.5 Overtime.

15.5.1 Overtime shall be considered as time worked in excess of the regularly scheduled workday. To be eligible for payment of overtime, one must have the approval of the Director or his designated representative. Overtime shall be paid at one and a half times (1.5) the employee's regular rate.

15.5.2 Overtime work performed in less than one-hour increments shall be computed in 15-minute increments as follows: Work performed:

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

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

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

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

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

15.5.3 ECSO reserves the right to assign overtime, scheduled or unscheduled, on a mandatory basis if there are insufficient volunteers. The Supervisor or designee, shall provide as much notice as reasonably possible to an employee who is assigned mandatory overtime.

- 15.5.4 An employee may elect to receive compensatory time (comp-time) in lieu of overtime pay as the form of compensation for any approved overtime worked. Compensatory time shall accrue at a rate of one and a half (1.5) times the overtime hours actually worked. Accrued compensatory time shall be paid at the regular rate of pay and may be accumulated to a maximum of eighty (80) hours. Any overtime hours worked beyond the eighty (80) hour limit shall be automatically paid at the employee's overtime rate on the next pay day. Overtime hours converted to comp time are available for use the employee's next regularly-scheduled shift. Requests for compensatory time off must be submitted no more than twenty-one (21) calendar days in advance of the intended time off and approval is subject to staffing requirements.
- 15.5.5 ECSO may cash out and pay to the employee any accrued compensatory time in the employee's last paycheck in the fiscal year, in the last paycheck prior to an employee's next scheduled salary step increase as outlined in Article 15, or at any time with thirty (30) days' written notice. An employee may cash out any accrued compensatory time with thirty (30) days' written notice to ECSO.
- 15.5.6 In lieu of cash, holiday pay earned pursuant to Article 4, Section 4.3, may, at the employee's option, be converted to compensatory time.
- 15.6 Daylight Savings Time. Employees working during the change to Daylight Savings Time will be paid as though they had worked a regular shift. Employees working during the change back to Standard Time will be paid for actual time worked including those hours at the overtime rate which are in excess of the employee's regular work shift.
- 15.7 Court Time. Employees who are required to spend off-duty time in court in connection with their official duties shall be compensated at the rate of one and one-half times the employee's regular rate of pay. A minimum of three hours shall be allowed. Employees who are notified of a scheduled court appearance on a day off shall confirm the necessity to appear in accordance with court procedures as stated in the subpoena or notice received from the court. If advised to report, the employee shall be compensated as specified herein. If not scheduled, the employee shall be released from further responsibility.
- 15.8 Callback Pay. Except for callback necessary to perform previously assigned duties improperly or incompletely performed, employees required to return to work by the Operations Manager or his designated representative during off-duty time shall be guaranteed a minimum of four hours overtime.
- 15.9 Pay Differentials.
- 15.9.1 Training. An employee designated by ECSO to serve as a Certified Training Officer (CTO) who is assigned to train new employees shall receive a eight percent (8%) pay differential for each hour actually

engaged in training a new employee. The parties recognize that this differential includes compensation for completing associated paperwork required during the trainee evaluation process of the assignment.

15.9.2 Lead Dispatcher. Dispatchers temporarily promoted as lead dispatchers shall receive a five percent (5%) pay differential for the period assigned to that capacity.

15.9.3 DPSST Certification.

15.9.3.1 An employee shall receive, in addition to his/her regular pay, three percent (3%) of the employee's base salary for Intermediate DPSST certification.

15.9.3.2 An employee shall receive, in addition to his/her regular pay, five percent (5%) of the employee's base salary for Advanced DPSST certification. The maximum incentive for DPSST certification shall be eight percent (8%).

15.9.4 Language Incentive. An employee who demonstrates a proficiency in Spanish, as demonstrated in a process determined by ECSO policy, including regular recertification, shall receive an additional fifty dollars (\$50) per month.

15.10 Overpayment. Should ECSO determine it overpaid an employee, ECSO shall advise the employee of the overpayment in writing. The overpayment shall be repaid by the employee over the same number of pay periods in which the overpayment occurred. In the event a separating employee has been overpaid, this overpayment may be recovered from the employee's final paycheck in accordance with State law.

15.11 Underpayment. In the event an underpayment occurs ECSO will pay it per State law.

15.12 Deferred Compensation.

15.12.1 ECSO will contribute to all employees an amount equal to ten percent (10%) of the employee's base salary per month to a deferred compensation plan.

15.12.2 In addition, ESCO will contribute an additional one percent (1%) for each ten (10) years of continuous service of the employee's base salary per month to the employee's deferred compensation plan.

15.12.3 ECSO will pay the employee's annual policy fee during his employment with ECSO. The cost for maintaining the policy after separation of employment from ECSO shall be the responsibility of the employee.

ARTICLE 16 – SAVINGS CLAUSE

16.1 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 that specified in the decision. Upon issuance of such a decision, the parties shall agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

16.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the agreement are subject to established annual budget procedures. ECSO cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. ECSO makes no guarantee as to the adoption of a budget or the continuation of anticipated revenue sources.

ARTICLE 17 – TERM OF AGREEMENT

17.1 Term. This agreement represents the complete and final understanding between ECSO and Teamsters Local #223. It shall be effective, except as provided in Article 16, upon approval of both parties for the period of July 1, 2024 until June 30, 2027. This agreement shall be subject to renegotiation by either party upon written notice to the other not later than November 1, 2026.

ECSO:

UNION

Scott Logue
Scott Logue (May 30, 2024 12:53 PDT)
Chairman, Board of Directors

Austin DePaolo
Austin DePaolo (May 29, 2024 14:12 PDT)
Austin DePaolo, Secretary-Treasurer

Date: 05/30/2024

Date: 05/29/2024

**APPENDIX "A"
MONTHLY SALARY SCHEDULE**

**UNION SALARY RANGES
FOR FISCAL YEAR 2024-2027**

(Per Contract with Teamsters Local #223)

JULY 1, 2024 – JUNE 30, 2025 – 2.5% INCREASE							
Class—Position		Step 1	Step 2 13-18 mo	Step 3 19-30 mo	Step 4 31-42 mo	Step 5 43-54 mo	Step 6 55+ mo
Telecom Specialist		\$ 5,112	\$5,367	\$5,636	\$5,917	\$6,213	\$6,524
JULY 1, 2025 – JUNE 30, 2026 – 3% INCREASE							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Telecom Specialist		\$5,265	\$5,528	\$5,805	\$6,095	\$6,400	\$6,720
JULY 1, 2026 – JUNE 30, 2027 – 3.5% INCREASE							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Telecom Specialist		\$5,450	\$5,722	\$6,008	\$6,308	\$6,624	\$6,955

APPENDIX “B” SICK LEAVE ABUSE POLICY

Sick leave abuse shall be cause for disciplinary action up to and including termination of employment. Total sick leave usage, including patterns of usage, will be reviewed every quarter. Probable cause to believe sick leave abuse has occurred may (depending on the circumstances of each employee’s use of sick leave) include, but are not limited to, the following:

1. Two or more sick leave absences in conjunction with scheduled secured vacation leave, or denied or approved unsecured vacation, in a backwards looking ninety (90) calendar day period beginning with the employee’s most recent use of sick leave in conjunction with the scheduled secured or unsecured vacation leave.
2. Three or more sick leave absences in conjunction with the employee’s weekend in a backwards looking ninety (90) calendar day period beginning with the employee’s most recent use of sick leave in conjunction with their weekend.
3. Use of sick leave for absences as soon as accrued in the month.
4. Falsely reporting sickness.
5. Any violation of ECSO’s High Absenteeism Regulations which are applicable to all employee’s as follows:
 - 5.1 Regular Attendance. The ability to attend work regularly and with reliability is regarded as a job requirement. ECSO may examine the total sick leave usage of each employee periodically. If use of sick leave time by an employee appears excessive, ECSO may examine the employee's sick leave reports and conduct any further investigation necessary to identify the cause(s) of the sick leave. When an employee's pattern of sick leave usage appears excessive, ECSO may require the employee to furnish a doctor's certificate for each incident of sick leave use. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be renewed if there continues to be a pattern of sick leave abuse.
 - 5.2 High Absenteeism. Employees' use of sick leave under a combination of the following illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness):
 - 5.2.1 A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.

- 5.2.2 Amount of usage above the yearly average for ECSO personnel.
- 5.2.3. Employee's return to work after showing signs of outdoor recreation (tan, wind or sun burn).
- 5.2.4 When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time, and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
- 5.2.5 Employee's reasons are consistently vague, general or less than believable.
- 5.2.6 Frequency of absences, unreported absences, one (1) day absences, one (1) hour (short) leave blocks at the start or end of the shift.
- 5.2.7 Regardless of the employee's amount of accrued sick leave, any combination of these items may indicate a pattern of excessive absenteeism.
- 5.2.8 Factors not to be considered as excessive absenteeism are:
 - 5.2.8.1 Pregnancy, surgery and/or doctor ordered confinement.
 - 5.2.8.2 Workers' Compensation Leave, or non-compensable, ECSO service connected occupational illness.
 - 5.2.8.3 Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.
 - 5.2.8.4 Federal or State protected leaves.

5.3 Employee's Responsibility Under Notification of Possible Abuse.

- 5.3.1 An employee who has been given written notice of excessive absenteeism may be required to do the following:
 - 5.3.1.1 Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or submit facts

upon which the claim of entitlement for sick leave is based.

- 5.3.1.2 Remain at home, at the location of treatment or therapy, or en route between these locations during the employee's normal work hours, unless released by ECSO for greater activity due to nature of the illness or injury. Be available for call or visit by a supervisor during the employee's normal work hours.
- 5.3.1.3 Submit to a medical evaluation at ECSO's expense by a physician to determine the fitness for duty and the bona fides of the claimed illness, injury or disability and/or prognosis for return to work at full or limited duty.
- 5.3.1.4 For incidents of sick leave, the employee shall provide to ECSO a Physician's Certificate of illness as requested. Employees who fail to provide a Physician's Certificate upon return to work from sick leave are subject to disciplinary action

APPENDIX “C”
ALCOHOL AND DRUGS USAGE—PROTOCOLS

A. Statement of Principle

ECSO and the Union jointly recognize that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to the efficient operation of ECSO.

B. Definitions

1. **Drugs and Alcohol:** For the purpose of this agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law, excluding any substance lawfully prescribed for the employee’s use. The use of marijuana under Oregon’s marijuana law is unlawful under the federal law, and is considered to be a violation of these protocols. ECSO does not accommodate marijuana use.
2. **Drug and Alcohol Test:** The compulsory production and submission of urine, breath, or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
3. **Reasonable Suspicion:** Specific factual and articulable observations by a member of ECSO management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.
4. **Under the Influence:** An individual is considered to be “under the influence of intoxicants” when the individual’s blood alcohol content exceeds .02%. An individual is considered to be “under the influence of a controlled substance” when a detectable amount of the substance is found in the individual’s body that may impair the individual’s ability to safely and efficiently perform assigned work.

C. Prohibited Conduct

Except as authorized by ECSO policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, providing, or use of intoxicants or any controlled substances while on duty, or conviction for same.
2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and efficiently perform assigned work (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).
3. In the event ECSO wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his supervisor as to the amount of intoxicants the employee has consumed, and ECSO will decide whether the employee will be called out to perform additional duties.
4. Failure to report use of prescribed medications or controlled substances as defined in Section K.
5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing

Before any employee may be tested for drugs or alcohol, ECSO shall select an NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
3. ECSO may test for those drugs or alcohol for which it has reasonable suspicion that an employee may have consumed.

F. Testing Mechanisms

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the bargaining unit.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and ECSO.
2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required and it is a non-accident situation, the test shall be an intoxilyzer unless the employee requests a blood test. If the test is the result of an alcohol-related accident involving property damage or injury, ECSO will determine what test(s) (limited to intoxilyzer or blood test) are to be conducted.

G. Procedures to be Used when the Urine Sample is Given

The following procedure shall be used whenever an employee is requested to give a urine sample.

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be supplied by ECSO. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
3. Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One of the samples will then be sent or delivered to ECSO's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using the screening procedure set forth in Section F of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after ECSO learns of the results and will be provided with copies of all documents pertinent to the test sent to or from ECSO by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.
6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used when the Blood Sample is Given

The following procedure shall be used whenever an employee is requested to give a blood sample:

1. The employee will be transported as soon as possible to ECSO's physician's office during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been drawn, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One of the samples will then be sent or delivered to ECSO's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.
3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after ECSO learns of the results and will be provided with copies of all documents pertinent to the test sent to or from ECSO by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.
4. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used when an Intoxilyzer Test is Administered

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his blood:

1. The employee will be transported to the facility where the test will be conducted.
2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.
3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.
4. The operator shall conduct the test in the same manner as mandated by State law in DUI cases.

J. Consequences of Positive Results

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
2. An employee who tests positive may be subject to unannounced testing for a one-year period following the positive test. If the employee violates the terms of the agreed-to treatment or again tests positive during such a period, he shall be subject to immediate discipline, which may include discharge.

K. Prescribed Medications

An employee utilizing any prescribed medications or controlled substances that may affect his ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

L. Searches

For administration of this Article, ECSO may, upon reasonable suspicion, conduct searches on ECSO property of employees and/or assigned ECSO property and/or their personal property excluding personal vehicles parked on ECSO property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict ECSO's right to conduct administrative searches of assigned ECSO property for other purposes or searches related to any criminal investigation.

M. Interference with Policy

Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include but are not limited to the following: tainting, tampering, or substitution of blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy

to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

N. Employee Rights

1. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by ECSO.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 16 of this agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action, he will be advised of the purpose of the investigation and informed that:

“The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination.”