

AGREEMENT

BETWEEN

DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

AND

DESCHUTES 9-1-1

EMPLOYEES ASSOCIATION

(9-1-1 SUPERVISORS)



July 1, 2024 - June 30, 2026

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AGREEMENT BETWEEN DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

AND

DESCHUTES 9-1-1 EMPLOYEES ASSOCIATION

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

1. PREAMBLE AND SCOPE

- A. This Agreement is entered into by and between the Deschutes County 9-1-1 Service District, a County Service District, ("District"), and the Deschutes 9-1-1 Employees Association, ("Association"). As used in this Agreement, the term "Director" shall at all times refer to the District's Director or the Director's designee.
- B. This Agreement shall apply to all regular full-time Deschutes County 9-1-1 Service District supervisors

2. RECOGNITION

- A. The District recognizes the Association as the sole and exclusive representative with respect to wages, hours and specified conditions of employment, for all regular full-time employees included in the bargaining unit, as set out below.
 - 1. Supervisor, 9-1-1
- B. In the event the Director determines the need for a new classification, the Association will be notified, and thereafter, the Association shall have the right to negotiate with the Director regarding the salary range. Should the parties be unable to reach an agreement as to the appropriate salary for a new classification, the parties will utilize the statutory mid-contract bargaining process, which shall not last longer than 30 days.

3. CHECK-OFF AND SERVICE FEES

- A. Employees within the bargaining unit may at any time choose to become a member of the Association and sign and deliver to the District a written authorization allowing the deduction of the Association's monthly dues from the employee's pay. Employees within the bargaining unit may also, at any time, choose to pay a monthly service fee in lieu of dues, in an amount to be certified by the Association to the District, and deliver to the district a written authorization allowing the deduction of the monthly service fee in lieu of dues from the employee's pay. Employees within the bargaining

unit may also choose not to become a member of the Association or to pay a monthly service fee in lieu of dues. If an employee chooses to become a member of the Association or pay a monthly service fee in lieu of dues, any written authorization to deduct pay delivered to the District pursuant to this paragraph must clearly demonstrate the employee's affirmative consent to such a deduction.

- B. The District agrees to deduct from the paycheck of each employee who is a member of the Association the regular initiation fee and regular monthly dues required of members of the Association. The District also agrees to deduct from the paycheck of each employee who is not a member of the Association a monthly service fee upon receipt of written proof that the employee has clearly and affirmatively consented to the deduction. The District shall not make deductions from any bargaining unit member's wages for dues or service fees unless authorized in writing as provided in this Article. In the event a bargaining unit member notifies the District that he or she no longer wishes to have dues or service fees deducted from their pay, the District shall cease deducting dues or service fees from their pay as soon as practicable and will notify the Association within five working days of receiving such notification from the bargaining unit member.
- C. The amounts to be deducted as Association dues shall be certified to the District by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the District by no later than the 5th day of the succeeding month after such deductions are made. The amount to be deducted by the District shall be determined by the Association who will so notify the District in writing.
- D. The District will furnish to the Association each month the Association's monthly dues payment and a listing of all employees covered by this Agreement who are paying monthly Association dues or a service fee in lieu of dues as provided in this Article. Such listing shall contain the names of the employees, hire dates, and the job classification of each employee.
- E. The Association agrees that it will indemnify, defend and hold the District harmless from all suits, actions, proceedings or claims against the District or persons acting on behalf of the District, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Section. In the event an arbitrator, a court or an administrative agency of competent jurisdiction decides that any part of this Section is invalid and/or that reimbursement of the monthly service fee to a non-Association employee must be made, the Association shall be solely responsible for such reimbursement.

4. MANAGEMENT RIGHTS

- A. The rights of the Association and employees are limited to those specified by the terms of this Agreement. The District retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to its responsibility to manage the affairs of the District. The District shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, or any subject which was or might have been raised in the course of collective bargaining, except as provided in O.R.S. 243.698, with section (4) of the statute modified by changing the 90 day bargaining period to 30 days.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
1. To determine the service to be rendered to the citizens of the District jurisdiction.
 2. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit.
 3. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations or facilities for budgetary or other reasons.
 4. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
 5. To establish, revise and implement standards for hiring, classification, promotion, quality of work safety, materials, equipment, uniforms, appearance, methods, and procedures.
 6. To implement new, and to revise or discard, wholly or in part, old methods, policies, procedures, materials, equipment, facilities and standards.
 7. To assign and distribute work.
 8. To assign shifts, workdays, hours of work and work locations.
 9. To designate and to assign all work duties.

10. To introduce new duties and to revise job classifications and duties within the bargaining unit.
11. To determine the need for and the qualifications of new employees, transfers and promotions.
12. To discipline, suspend, demote or discharge an employee so long as such action is with just cause.
13. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the District.

5. NO STRIKES AND NO LOCKOUTS

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

6. ASSOCIATION BUSINESS AND AGREEMENT RENEWAL

- A. Employees elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section.

- B. The District shall allow up to the combined total of fifty (50) hours of on-duty time per year to the authorized representatives of both bargaining units of the Association for the purpose of conducting Association business upon prior approval of the Director. For employees in the Supervisor bargaining unit, no overtime, premium pay, or additional pay in any form shall be paid for Association business. Time spent meeting with the Director or the Director's designee at the Director's request, and time spent in the County's Employee Benefits Advisory Committee meetings shall not count towards the 50 hours.
- C. The Association shall be eligible to use the District copier, fax and telephones. Any cost incurred by the District for said use shall be reimbursed to the District by the Association.
- D. The District agrees that a designated Association Representative, upon reasonable and proper introduction, shall have reasonable access to the premises of the district at any time during working hours for the purpose of assisting the administration of this Agreement.

7. BULLETIN BOARD

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

8. OUTSIDE EMPLOYMENT

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

compensation.

- B. The Director may withdraw authorization for any outside employment if the employee or outside employment of the employee violates any of the conditions set forth in Subsection A above.

9. SENIORITY AND LAYOFF

- A. Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service with the District as a Supervisor, 9-1-1. Unless leave is protected leave under FMLA or OFLA, an employee will cease accruing seniority at the end of a pay period when the employee begins an approved leave of absence without pay of more than thirty-one (31) days; however, such employee shall not lose any seniority already accrued. An employee will resume accruing seniority again from the beginning of the pay period when the employee returns to work. Seniority shall be frozen should an employee accept promotion outside of the bargaining unit.
- B. The District will provide the Association with a copy of the seniority list upon request from the Association, which will then be posted on the bulletin board.
- C. An employee shall lose all seniority in the event of a voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Paragraph E below, is laid off work for a period of time greater than twenty-four (24) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.
- D. Layoff shall be in the inverse order of seniority within classification, by District seniority, with the exception that a less senior employee with the special skill of being bilingual in Spanish as provided in Section 11.F may be retained over a more senior employee or employees. If an employee is laid off, that employee may elect to displace an employee in a lower classification at a lesser pay range provided that the employee electing to displace another has greater District seniority and is qualified to perform the lower classification. An employee must notify the District of his/her decision to displace another employee within six (6) working days of receipt of the layoff notice. The employee displaced by this process must be the employee with the least District seniority in the lower classification. An employee subject to layoff displacement may, in turn, invoke this displacement process if such an opportunity exists.
- E. Employees shall be recalled in the inverse order of layoff, that is, the laid off employee with the most seniority will be the first employee recalled. An employee's failure to respond to a recall notice as specified by Paragraph C above shall

constitute a waiver of the employee's recall rights.

- F. In the case of a tie in seniority, the employee who was first promoted to supervisor shall prevail. If two or more employees were promoted to supervisor on the same date, the employee with the most overall time as an employee of the District shall prevail.

10. HOURS OF WORK

- A. The regular hours of work each day shall be consecutive and shall include a one-half (1/2) hour paid lunch period.
- B. Regular work schedules reflecting when employees are expected to be at their workstation or otherwise present at a District facility shall consist of the following:
 - 1. Dispatch Supervisors: Twelve (12) hours per day during a four-day-on, four-day-off workweek; and
 - 2. Training and Administrative Supervisors: Ten-and-a-half (10.5) hours per day during a four-day-on, three-day-off workweek.
- C. For non-mandatory conferences or optional extended training opportunities of three or more days, including travel time, the District and affected employee(s) may mutually agree to alter an employee's regular work schedule, workweek, and/or workdays. Should the District and the employee(s) be unable to reach mutual agreement, the District may disallow the employee's paid participation in a non-mandatory conference or optional training opportunity.
- D. An employee may substitute for another provided the covering employee receives no compensation for the substitution and the District will incur no additional costs, including but not limited to any form of premium pay, as a result of the substitution.
- E. Written schedules showing when each employee is expected to be present at their workstation or otherwise present at a District facility shall be posted on the District's bulletin board. Except for special or emergency situations, and for the duration of the special or emergency situation, changes in regular work schedules shall be posted no later than seven (7) days prior to the effective date of the change.
- F. Should the present plan for regular schedules, days or hours worked, or days off be changed by the District, the District agrees to negotiate the impact of such change as provided in the Oregon Public Employees Collective Bargaining Act.
- G. Employees shall be allowed to leave the building during their lunch as long as

minimum staffing levels are maintained and user/public safety is not compromised. In addition, the District Director or designee, or the District Operations Manager may require that employees remain on premises during their lunch period if an emergency situation dictates the potential need for additional staffing.

- H. Employees shall be given the opportunity to bid for regular schedules and team schedules over which they will supervise for the following year based on seniority, provided that the District may override the bid and reassign an employee if required by the District's reasonable operating needs. If the District reassigns an employee, the District will provide the employee with an explanation of the reasons for the reassignment. This process shall start by September 15th and end no later than November 1st. This provision shall not be grievable beyond step three (3) of the grievance procedure.
- I. The Director, their designee, or the Operations Manager may temporarily adjust employees' schedules upon request by an employee or when the business or operational needs of the District require, provided that supervisory coverage is maintained for each shift affected. Employees may temporarily adjust their schedules when needed, provided that supervisory coverage is maintained for each shift affected by such change and the Operations Manager or their designee is notified of the change as soon as practicable. The District may refuse or reverse an employee-initiated schedule change if the business or operational needs of the District require it.

11. COMPENSATION

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

\$95.00	FY 2024/25
\$97.50	FY 2025/26

Longevity pay shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months except under special circumstances to be determined by the Director.
2. Discharge for cause.

3. A lay-off period for greater than eighteen (18) months. Time off during lay-off period shall not count toward longevity accrual.
 4. Failure to report to work at the termination of an extended leave of absence.
 5. Acceptance of employment without permission while on leave of absence.
 6. Retirement.
- C. Pay Periods. Employees shall be paid on a monthly basis and shall receive the check on the last working day of the month. In the event the regular pay day shall fall on a Saturday, Sunday, or a District recognized holiday, the last preceding regular workday shall be the regular pay day in lieu of the last day of the month. During this contract period, the District may change the pay cycle and paydays one time with sixty (60) days written notice to Association.
- D. Cell Phones. The District shall provide a work cell phone to each employee.
- E. Educational Expenses
1. The District will reimburse 50% of tuition for classes leading toward AA/AS or BA/BS degree in; a.) Criminal Justice, b.) Fire Science, c.) Business Management, d.) Computer Science, e.) Communications, f.) Psychology, or g.) Medical Fields such as nursing, EMT, etc. Such reimbursement would be applied to any class needed to fulfill degree requirements, subject to approval. Applicant must be a declared degree seeker, or the specific class(es) must be directly job-related.
 2. Applicant must be an employee of the District for at least two years prior to the beginning of the requested class(es).
 3. Applicant must receive a "C" grade or better.
 4. Funds must be available. The District will provide a budget not to exceed \$8,000 every fiscal year for the education expenses of Association members in both bargaining units of the Association. Unused budgeted funds that remain at the end of a fiscal year will not be carried forward to subsequent fiscal years.
 5. Requests are subject to prior approval.
- F. Certification Pay. Employees who are bilingual in Spanish at the intermediate level shall receive \$150.00 per month.

- G. On-Call Compensation. In recognition of the requirement that employees engage in on-call activities, employees shall be entitled to four (4) hours of base pay per month to be paid in the first pay period of each month.

12. TRAVEL AND TRAINING TIME

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

13. WORKING OUT OF CLASSIFICATION

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

14. MILEAGE AND EXPENSES

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

15. PAY STEPS

- A. An employee is eligible for a step increase on the first of the month following the employee's anniversary date in their current classification. An employee is eligible for step increases annually thereafter, until the employee reaches the top of the range in that classification.
- B. Annual step increases shall be granted for employees who meet performance standards and have not reached the top step of their salary range.
- C. Individual performance evaluations are not grievable. However, the denial of a step increase may be grieved by the Association.

16. FLEX TIME

If employees are required to attend mandatory supervisory staff meetings, pre-approved training, fulfill short-term, unforeseen staffing or operational needs, or fulfill priority administrative or training needs, they shall accrue an additional hour of flex time for each hour of work performed outside of their normally assigned schedule. Employees must first obtain approval from their manager or their designee in order to accrue flex time for any other work performed outside of their normally assigned work schedule. Flex time accrued under this paragraph shall have no cash value and shall not be paid out as a cash benefit under any circumstances, including upon separation of the employee from employment. Flex time accrued under this paragraph must be used or forfeited no later than 120 days after it accrues.

17. COURT TIME

- A. Court time, as defined in this Agreement, is any legal, equitable, or administrative proceeding arising as a result of the performance of the employee's duties with the District, where the employee is subpoenaed to appear in court on a civil or criminal case.
- B. The employee will turn in any subpoena fees to the District that the employee receives as a result of going to court.
- C. All witness fees, excluding mileage allowance, and related remuneration paid for appearance in court proceedings during the employee's scheduled shift, or for which the employee is entitled to compensation by the District, shall be turned over to the District.

18. HOLIDAYS

- A. Employees will accrue 8.66 hours per month for personal time off in lieu of holidays. Time off in lieu of holidays taken by employees will be deducted on an hour-for-hour basis. In the event of death, termination or resignation of an employee during the initial six months of employment, no payment in lieu of holiday time off shall be made. Thereafter, employees are entitled to payment of accrued personal time off in lieu of holidays, prorated through any portion of the last pay period.
- B. Upon application, which can be made no more than twice per contract year, an employee may be paid for up to 48 hours per contract year for personal time accrued under this Section 18. Up to 96 hours of personal time may be carried from fiscal year to fiscal year. Employees who have accrued more than 96 hours of personal (holiday) time as of July 1 of the current fiscal year will forfeit any time above that 96-hour limit.

19. TIME MANAGEMENT

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

- A. Continuous service for the purpose of determining monthly earned time management accrual shall be paid service to the District unbroken by separation from the District, except that time spent on military leave, paid sick-bank leave, time off resulting from an occupational disability, paid education or law enforcement training leave, or as an employee of Deschutes County, shall be included as continuous service. Time spent on other types of authorized unpaid leave will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.
- B. No payment shall be made for time management leave lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the District or the Director's insistence that the employee be at work during employee's scheduled vacation.
- C. Vacation Sign-Ups.
 - 1. Employees shall be permitted to request and obtain approval for vacation time inclusive of the number of hours they will accrue at the beginning of the following year. Employees shall sign up for vacation by seniority within the supervisor classification. The first round of bidding shall be taken in full two-week increments. After completion of the first round of bidding, supervisors may schedule additional vacation time inclusive of the number of hours they will accrue. Vacation signups shall ensure that supervisory coverage is

maintained, and the District may refuse requested vacation time to maintain supervisory coverage.

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

D. Illness, Injury or Use of Protected Leave

Pursuant to the 9-1-1 Employee's Association Supervisors Time Management Program, time management leave may also be granted for the following reasons:

1. Personal illness or injury of the employee;
 2. An illness of the employee's family member as defined by OFLA or FMLA;
 3. During leave periods that qualify as OFLA or FMLA protected absences.
- E. An employee may only receive pay for time management leave to the extent the employee has accrued leave. If an employee has no accrued leave, leave without pay may be granted pursuant to OFLA and FMLA guidelines.
- F. Upon application by the employee, leave without pay and other employee benefits may be granted by the District for the remaining period of disability after accrued time management leave has been exhausted. The District may require the employee to submit a certificate from a physician periodically during the period of such absence. Time management and Holiday leave shall not be accumulated during the period of such absence without pay.
- G. In the event an employee needs to utilize time management leave pursuant to this Section, the employee shall notify the on-duty supervisor of the pending absence at the earliest possible time prior to the commencement of the employee's work shift, normally at least four (4) hours prior to a swing shift or night shift, or at least two (2) hours prior to a day shift. The employee will advise the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of an illness or injury. If the employee's manager is unavailable, the employee will provide the notification required by this paragraph to the Director.

- H. Time management leave used shall be on an hour-for-hour basis.
- I. When an injury occurs in the course of employment, the District's obligation to pay wages under this Section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary. When an employee receives such compensation under this Section, pro-rated charges will be made against the employee's accrued time management leave.
- J. A physician's statement documenting an employee's illness may be required at the option of the Director or his/her designee when there is a reasonable suspicion that an employee is abusing time management leave privileges, to be paid for by the District. Abuse of time management leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
- K. Unused sick leave credits shall be converted to retirement benefits in accordance with ORS 257.153.

20. WORKERS' COMPENSATION

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

21. LEAVE OF ABSENCE WITH PAY

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

- A. An employee shall be granted two (2) shifts of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided within the State of Oregon. An employee shall be granted three (3) shifts of bereavement leave with regular salary in the event of death in the immediate family of the employee if the person who is deceased resided outside of the State of Oregon. The above leave shall be credited against OFLA approved bereavement leave which allows for up to two (2) weeks of leave to attend the funeral of a family member and make arrangements necessitated by the death of a family member as defined by the statute. "Immediate family" is defined as spouse, same-sex domestic partner (as defined by Oregon law), parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any member of the employee's immediate household. In the event the death of an immediate family member causes the employee to need additional time away from work, the employee may use accrued time management leave.

- B. Employees will be granted time off for military leave in accordance with State and Federal law.
- C. Employees shall be granted leave with pay for service upon a jury. However, any money the employee receives as compensation for jury duty, excluding mileage, shall be turned over to the District. Upon being excused from jury service for any day, the employee shall immediately contact the employee's supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's jury duty has been for such hours that causes the employee to be so tired as to be unfit for duty. In those instances, the employee may utilize time management leave.

22. LEAVE OF ABSENCE WITHOUT PAY

- A. Upon written application by an employee, leave without pay and other employee benefits may be granted by the Director after all accrued leave has been exhausted.
- B. The District may require that an employee who applies for leave without pay for medical reasons submit a certificate from a physician periodically during the period of such absence which establishes the medical necessity for such leave. Such certificate must establish to a reasonable medical certainty that the requested leave is medically necessary. To the extent this subsection conflicts with the requirements of OFLA or FMLA, the requirements of those laws will prevail. Leave without pay may be granted for situations involving the death of an immediate family member (as defined in ORS 659A), a personal or family medical emergency (as defined in County Policy HR-12 Family and Medical Leave), or extreme hardship (such as an employee that has severe fire damage to their residence).
- C. Time management and holiday leave credits shall not accumulate during any period of absence without pay.
- D. The Director may, in the Director's sole discretion, grant a leave of absence without pay not to exceed ninety (90) calendar days.
- E. Leaves of absence without pay for periods in excess of ninety (90) days must be approved by the Deschutes County Administrator.
- F. During such leave, if an employee so requests and District, County and medical and benefit plan polices permit, the District will maintain, at the employee's expense, all benefits provided by this District, with the exception of time management accrual. If the employee does not request the maintenance of the employee's benefits as provided herein, the District is under no obligation to do so.
- G. Should an employee who requests the continuation of benefits during a leave of

absence without pay as provided in Subsection F above and fail to pay the premiums for employee benefits in advance, such failure to pay shall result in the termination of both the leave of absence and the continuation of the employee's employee benefits.

23. OTHER LEAVES

Parental leave may be granted upon the request of an employee according to OFLA and FMLA. Parental leave may be extended or renewed for an additional period, at the discretion of the Director. Employees may be granted time off with pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature that are intended to improve or upgrade the skill and professional ability of the employee in the Director's sole discretion.

24. RETIREMENT

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

25. INSURANCE

A. Health insurance is to include the following:

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

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

Should legislation be enacted in Oregon during the term of this Agreement which provides employees the ability to become fully vested in and claim their PERS retirement with unreduced benefits after 25 years of qualifying public employment to the same extent as qualifying "Police and Fire" employees, the parties may reopen bargaining on this Section 26 solely on the issue of whether employees who retire after working for the District for a continuous 25 years or more as regularly benefited employees on a full-time basis will be afforded the ability to purchase into the Deschutes County Health Benefits Plan at the same cost-share and to the same extent as qualifying active full-time employees.

C. The monthly employee premium contribution will be determined as a percentage of

the per-FTE cost to Deschutes County of providing health benefits as required by Deschutes County's health benefits plan. (The per-FTE cost will be calculated by an actuarial valuation conducted by Deschutes County at its sole discretion.) The monthly employee premium contribution may only be increased to a maximum of nine and one-half percent (9.5%) of the per-FTE cost to Deschutes County of providing health benefits under the health benefits plan adopted by Deschutes County each fiscal year.

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

- E. Other insurance benefits will be provided to employees in the bargaining unit under the same conditions and/or restrictions as provided to the employees of Deschutes County. If coverage is adjusted and/or modified for Deschutes County employees, the same will apply to employees within the bargaining unit. Other insurance is to include the following:
 - 1. Employee Life Insurance
 - 2. Dependent Life Insurance
 - 3. Long-term Disability Insurance
 - 4. Workers' Compensation Insurance
 - 5. Unemployment Insurance
 - 6. Retirement Health Insurance

F. IRS Section 125 Plan

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

G. Eligibility

Employees will be eligible for insurance benefits in accordance with this Agreement.

- H. Coverage will not be duplicated for married couples and registered domestic partners (as defined under Oregon law) who both work for the District, Deschutes County, or the Central Oregon Intergovernmental Council (COIC). One spouse or registered domestic partner will be covered as the primary recipient of coverage.

- I. The District may re-open Section 25 of this Agreement if changes to Federal health care law require substantive changes to the health care plan provided by this Agreement.

26. GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as an alleged violation of a specific term of this Agreement. A day is defined as a calendar day.
- B. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I:

Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to the Operations Manager within twenty-one (21) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The employee shall provide a copy of the written grievance to the Association. The Operations Manager shall respond to the grievance in writing as quickly as possible, but no later than twenty-one (21) calendar days after the grievance is filed.

Step II:

If, after fifteen (15) days from the date of the filing of the grievance with the Operations Manager, the grievance remains unadjusted, the grievance may be submitted within fifteen (15) days to the Director, along with a written statement as to why the Operation Manager's Step I response does not adequately resolve the grievance. The Director shall meet with the aggrieved party, who may request an Association representative at the meeting. The meeting between the Director and the aggrieved- party shall be within fifteen (15) days of the Director's receipt of the written grievance. The Director shall respond to the grievance in writing within fifteen (15) days of such meeting. Neither party's Step II written statements nor responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

Step III:

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

Step IV:

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

1. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within seven (7) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
 2. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.
 3. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.
- C. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit a grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee. Each party shall be responsible for compensating its own representatives and witnesses at any step of this procedure. If the parties agree in writing, Steps I, II and III may be waived.

27. DISCIPLINE AND DISCHARGE

A. Disciplinary actions shall include the following:

1. Oral reprimand

2. Written reprimand
 3. Suspension
 4. Demotion
 5. Discharge
- B. Discipline may be invoked by the Director or the employee's supervisor only for just cause. Conduct reflecting a discredit upon the District, or which is a hindrance to the effective performance of District functions, shall be considered reason for disciplinary action. Such reason may include, but shall not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of District rules. Disciplinary action need not be progressive but shall be appropriate for the nature of the offense committed.
- Oral reprimands imposed upon an employee shall not be subject to the grievance procedure of this Agreement. If the Director or supervisor has reason to discipline an employee, the Director or supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.
- C. Employees who are the focus of a disciplinary investigation shall be told of the complaint at the beginning of the investigation unless doing so would compromise the investigation. At the beginning of the interview, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same. The employee will be given reasonable breaks for personal purposes. The Association or the District may tape record the interview.
- D. If the proposed type of discipline to be imposed is of an economic nature, the District shall give the employee notice of the proposed discipline, copies of all investigative reports that directly relate to the incident for which the District is considering discipline, unless the District is denied access to a document over which it has no control, and the employee shall have ten (10) calendar days from the receipt of the investigative reports to respond either in writing or in person as to why the proposed discipline would be inappropriate.

28. PROBATIONARY PERIOD

- A. Every new employee shall serve a probationary period of six (6) consecutive months. If an employee takes leave greater than thirty (30) days during his or her probationary period, the District may extend the employee's probationary period for the same amount of time the employee was on such leave. Once an employee has successfully completed the probationary period, the employee shall be considered a regular employee and granted seniority retroactive to the date of the employee's most recent hiring.

- B. Newly hired probationary employees shall serve at the discretion of the Director and may be discharged at the discretion of the Director during the probationary period. Discharge of probationary employees shall not be subject to the grievance procedure.
- C. Regular full-time employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. This period of probation may be extended by the Director for an additional six (6) months to further evaluate the employee. If a promotional probationary employee does not satisfactorily complete promotional probation because of inadequate performance in the promoted position, the District shall return the employee to the position held by the employee at the time of his or her promotion, at the same wages and benefits the employee had in his or her previously held position. Notwithstanding the foregoing, promotional probationary employees are subject to discipline consistent with Section 27.

29. PERSONNEL FILE

- A. All of an employee's personnel files will be available for the employee's inspection during normal working hours by appointment with the Director. Should an employee desire a copy of any item in the files, such copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in the files. No derogatory item shall be placed in an employee's personnel file without the knowledge of the employee. The District will maintain the confidentiality of the files as per State law and will not release any information in the files to other than those authorized within the District without the consent of the affected employee except where such release is compelled by either an order of a court or by State law. This in no means restricts the Association's access to personnel files as necessary to carry out its duties of representation.
- B. Written reprimands and suspensions without pay shall remain a permanent part of an employee's personnel files. Upon request by the affected employee, documented oral reprimands shall be deemed stale after twenty-four (24) months.

30. RULES

The parties jointly recognize the District's Governing Board and the Director are responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the District. These responsibilities cannot be delegated, nor can they be the subject of a collective bargaining agreement. For this reason, it is jointly recognized the Governing Board and the Director must retain a broad authority to fulfill and implement their

responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rules will be promulgated or implemented which are inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. The District will bargain over changes to mandatory subjects as required by Oregon law. All work rules which have been or shall be reduced to writing, will be furnished to the Association.

31. LABOR/MANAGEMENT COMMITTEE

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

32. FUNDING

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

the option proposed by the director, then the option shall be implemented by the District in lieu of a layoff. If the Association rejects the option proposed by the Director, then the Director has no authority to cut the level of wages or benefits provided by this Agreement.

- D. The District agrees to include in its annual budget request amount sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to the passage of such budget requests or voter approval thereof.

33. SAVINGS CLAUSE

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

34. DURATION

This Agreement shall be effective July 1, 2024, and shall remain in full force and effective through June 30, 2026. After June 30, 2026, this Agreement shall be automatically renewed from year to year, unless either the District or the Association give written notice to the other no later than January 1, prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement.

SIGNATURES

**DESCHUTES 9-1-1 EMPLOYEES
ASSOCIATION**

Dated this ____ day of January, 2025

Krista Mugavero, President

Trinity Diggs, Vice President

For the DESCHUTES COUNTY 9-1-1
SERVICE DISTRICT, by and through the
BOARD OF COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, AS THE
GOVERNING BODY OF THE DESCHUTES
COUNTY 9-1-1 SERVICE DISTRICT

Dated this ____ day of January, 2025

Anthony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST:

Brenda Fritsvold, Recording Secretary

Appendix A

FISCAL YEAR WAGE SCHEDULE - Effective beginning with the July 2024 Pay Period

The table below reflects a one-time wage adjustment of approximately 5.0% for the Supervisor, 9-1-1 classification, effective beginning with the July 2024 pay period. This adjustment will be retroactively applied only for employees who are within the bargaining unit as of the date of ratification of this Agreement.

	1	2	3	4	5	6	7
Supervisor, 9-1-1	\$47.6884	\$50.0728	\$52.5764	\$55.2052	\$57.9654	\$60.8638	\$63.9070

Effective July 1, 2024, a cost-of-living increase of 4.0% was provided to employees for the 2024-2025 fiscal year.

Effective July 1, 2025, there shall be a cost-of-living increase to the 2025-2026 fiscal year wage schedule with a minimum of 1.0% and a maximum of 4.0%.

The cost-of-living increase shall be measured by using the “average 12-month CPI percentage” from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month’s CPI 12-month percentage change from February of the prior year to January of the current year. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year.

APPENDIX B

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

I. PURPOSE

It is the purpose of the Deschutes County Time Management Program to provide employees represented by the Deschutes County 9-1-1 Employee Association (“Association”) with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

II. SCOPE

This program applies to employees of the Deschutes County 911 Service District who are employed in the Supervisor, 911 job classification and are represented by the Association. Employees covered by the provisions of this program shall not be eligible for separate vacation or sick leave benefits.

III. DEFINITIONS

For the purpose of this program, the following definitions shall apply:

“Sick leave bank” is leave available for use when an employee is sick and absent from work for the equivalent of three entire workdays due to an illness or injury. Leave accrued above the annual maximum and not sold back is transferred to the sick leave bank. Sick leave is not paid out.

“Sick leave vault” is leave available for use when an employee is sick and absent from work for the equivalent of three entire workdays due to an illness or injury. One-half of the sick leave vault hours will be paid to the employee upon termination of employment

IV. LEAVE-WITH-PAY-PROVISIONS

A. All employees entering this program will be credited with their existing vacation time balance, should any remain. As full-time, exempt employees, employees subject to the program will earn leave based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0-48 months	216 hours	18 hours/month
49 - 108 months	240 hours	20 hours/month
109 - 168 months	264 hours	22 hours/month
169 - 228 months	288 hours	24 hours/month
229+ months	312 hours	26 hours/month

- B. Employees may accumulate time management leave, including the previous vacation balance, if any, to a maximum of twice his or her annual time management accumulation. On March 31 of each year, any employee credited with accrued leave greater than twice the annual accumulation shall have the amount above the maximum accumulation transferred to their sick leave bank. If the employee does not have a sick leave bank, one will be established for the employee. Any adjustment to the employee's leave bank based upon the employee exceeding the maximum accumulation will be made in April each year. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate time management leave for the balance of the following year (from April to March). However, the employee must use sufficient leave to reduce their accumulated leave to the maximum allowed prior to the following March 31. The excess will be transferred to the employee's sick leave bank.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation shall be charged against "earned leave."
- D. Earned time management leave shall accrue whenever an employee is on paid status with the District. Workers compensation is not paid by the District, therefore, an employee absent from work who is receiving workers compensation benefits is not considered to be on paid status with the District and will not accrue time management leave.
- E. Employees do not accrue time management leave when on leave without pay.
- F. Leave accrued under Section 19 of the Agreement shall be maintained in a separate "holiday leave" bank.
- G. Upon termination of employment, all of the employee's accumulated and unused time management leave shall be paid to the employee at the employee's rate of pay in effect at the time of termination. Upon termination of employment, sick leave banks will not be paid out.
- H. Upon the death of an employee, all of the employee's accrued and unused time management leave shall be paid in accordance with state law at the employee's current rate of pay in effect at the time of death.
- I. During the first five years of employment, employees shall be required to take a minimum of one week of time management leave per year. Thereafter, employees shall be required to take a minimum of two weeks of time management leave per year.
- J. After one year of continuous employment, employees may request to convert up to 120 hours of accrued time management leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year's accrual of annual leave and must have used at least 48 hours of time

management leave during the previous twelve months. A request for conversion of annual leave to cash must be approved by the Director subject to budget restrictions and is allowed twice each fiscal year.

- K. During the last three years prior to retirement, employees may sell up to 200 hours of time management accrual each fiscal year at the current rate of pay. No employee will be entitled to this option more than three years prior to retirement. This paragraph is not subject to any of the limitations expressed in Paragraphs I. and J. above

V. PRIOR SICK LEAVE ACCUMULATION

- A. Employees with an existing sick leave bank as of the date this policy is signed shall have those hours moved to a “sick leave vault.” One-half of the employee’s sick leave vault balance will be paid to the employee upon termination of employment or, upon death of the employee (in accordance with state law). No additional hours will be transferred to the sick leave vault.
- B. When an employee transfers to a position covered by the time management program, the employee’s existing sick leave accrual will be accounted for separately from time management leave in a sick leave bank. No additional sick leave will be earned or accrued. Employees will be allowed to convert up to 100 hours of existing sick leave to the employee’s time management leave bank on a two-for-one basis. (Example: 100 hours of sick leave will convert to 50 hours of earned time management leave).
- C. No compensation for accrued sick leave in the sick leave bank will be provided to any employee for any reason.

VI. USE OF ACCRUED LEAVE DUE TO ILLNESS OR INJURY

- A. Unless otherwise required by law, the sick leave bank and sick leave vault may only be used by the employee after the employee has been absent from work for the equivalent of three entire workdays due to the same illness or injury. Time off during the first three (3) days will be deducted from the employee’s accrued and unused time management leave or, if the employee does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time