

**MEMORANDUM OF AGREEMENT
BETWEEN
RIVERCOM 911 AND RIVERCOM DISPATCHER'S GUILD**

This Memorandum of Agreement, hereinafter referred to as "MOA" is entered into by and between RiverCom 911, hereinafter referred to as "Employer" and the RiverCom Dispatcher's Guild, hereinafter referred to as the "Guild."

Although bargaining has not been completed on a complete successor to the January 1, 2020, through December 31, 2020, collective bargaining agreement, parties agree to implement the financial terms for the successor from January 1, 2021, through December 31, 2023, to support ongoing recruitment and retention challenges.

The parties agree to proceed bargaining on the remaining open issues and agree to request Public Employment Relations Commission to assist in completing the agreement by assigning a mediator.

I. The parties agree to the following Financial Terms for 2021-2023:

ARTICLE 15: SALARY CALCULATIONS AND PAY PERIODS

15: Section 2: Salary Calculations

1. Effective January 1, 2021 through July 31, 2021, an employee's base monthly salary includes the basic pay grade per the applicable wage scale plus longevity pay and the applicable shift differential premium according to Appendix A. This provision regarding longevity pay is subject to Article 21 which specifically provides for the cessation of longevity pay.
2. Effective August 1, 2021, an employee's base monthly salary includes the basic pay grade per the applicable wage scale plus the applicable shift differential premium according to Appendix B.
3. The annual rate of pay is determined by multiplying the monthly base salary by twelve (12). The employee's hourly rate of pay is determined by dividing the annual rate of pay by two thousand eighty (2080) hours.
4. When an employee's employment start date, anniversary date, termination date, or other effective date falls on a day other than the 1st day of a month, all regular earnings shall be calculated by the effective date.

ARTICLE 16: WAGE SCALE MATRIX AND ADJUSTMENTS

16: Section 1: Wage Scale

1. The Wage Scale in place and in effect as of December 31, 2020, at the expiration of the previous Collective Bargaining Agreement, shall remain in effect January 1, 2021 through July 31, 2021.
2. The new re-structured and re-formulated Wage Scale, as represented in attached Appendix A, shall become effective August 1, 2021.
3. Effective January 1, 2022, Wage Scale percentage increase of up to 100% of the CPI-W ^[1] from June to June, not less than 1.5% and up to a maximum of 2.50%.
4. Effective January 1, 2023, Wage Scale percentage increase of up to 100% of the CPI-W ^[1] from June to June, not less than 1.5% and up to a maximum of 2.50%.

[1] Based on the Seattle-Tacoma-Bellevue Consumer Price Index, for Urban Wage Earners and Clerical Workers (CPI-W), using Table of year-over-year percentage increases posted for June to June.

5. The Employer's determinations about calculations, eligibility, placement, progression/advancement and adjustments shall be final and binding on the parties.

16: Section 2: Placement on Wage Scale

1. For employees hired on or after August 1, 2021, placement on the wage scale shall be as follows:
 - a. New "Entry-Level" Hires
A new "entry-level" hire is a new employee who is hired without or with only minimal previous call-taking and/or dispatching experience and who will start employment as a trainee. All new "entry-level" employees will initially be placed on the lowest step of the applicable wage scale. The employee will progress or be advanced steps on the wage scale as employees complete designated training and/or meet other requirements of the next wage scale step.
 - b. "Re-Hired" Employees
A "re-hired" employee is an employee who previously worked at RiverCom in the position of Supervisor or Telecommunicator as a non-temporary, fulltime employee and who was not away from call-taking/dispatching for more than two (2) years. At the sole discretion of the Executive Director, a "re-hired" employee may be placed on the wage scale at a step that is commensurate with the employee's previous position, level of experience, and previous years of service at RiverCom. "Re-hired" employees will be required to complete designated training and start working on a regular shift within a prescribed time period.
 - c. "Lateral" Hires

A "lateral" hire is an employee who has previous call-taking and/or dispatching experience with another public safety or similar organization or agency (providing law enforcement, fire service, and/or emergency medical services). At the sole discretion of the Executive Director, a "lateral" employee may be initially placed on the wage scale at Step A up to Step 5 based on the employee's estimated level of experience. The starting pay will be outlined and provided to the lateral hire in writing in a "Final Offer of Employment." "Lateral" employees will be required to complete designated training prior to working on a regular shift within a prescribed time period. At the sole discretion of the Executive Director, when the employee has successfully completed the designated training period plus ninety (90) days working on their own regular shift, the Executive Director may advance the employee's placement on the wage scale provided the employee has consistently demonstrated the skill and level of ability commensurate with the wage scale step.

2. Placement on the wage scale and/or wage scale adjustments shall not in any circumstances exceed the employee's level of skill, level of experience, or years of service at RiverCom and shall not be applied to any other provisions such as seniority, or leave accruals.
3. Under no circumstances will wage scale placement, wage scale advancement, or other adjustments be made retroactively.
4. The Employer's determinations about calculations, eligibility, placement, progression/advancement and adjustments shall be final and binding on the parties.

16: Section 3: New Employment Classifications

1. When any new position not listed on the wage schedule is established, the Employer may designate a job classification and pay rate for the position. In the event the Guild does not agree with the classification and/or pay rate, the Employer agrees to meet and negotiate the matter.

16: Section 4: Wage Provisions

1. Any employee who is not employed for whatever reason(s) at the time this Agreement is signed by the last signing party, shall not be eligible for any of the provisions of this contract, including any wage increases and any benefit increases, if specified in the Agreement.

ARTICLE 17: LONGEVITY PAY

Article 17: Longevity Pay shall remain in effect from January 1, 2021 until the new Wage Scale becomes effective. Upon implementation of the new Wage Scale (referenced in Appendix B), Longevity Pay as provided in this Article shall terminate and cease to be paid.

ARTICLE 18: SHIFT DIFFERENTIAL PREMIUMS

18: Section 1: Shift Differential Payment Schedule

1. Each employee shall receive a shift differential premium based on the employee's regular assigned work schedule. The shift premium shall be added to the employee's regular monthly base wage.
2. Shift differential premiums shall be paid on a monthly basis according to the following schedule:

Shift A	(03:00-13:00)	\$ 55.47
Shift B	(05:00-15:00)	\$ 34.67
Shift C	(07:00-17:00)	\$ 20.80
Shift D	(11:00-21:00)	\$ 48.53
Shift E	(13:00-23:00)	\$ 62.40
Shift F	(15:00-01:00)	\$ 83.20
Shift G	(17:00-03:00)	\$ 97.07
Shift H	(19:00-05:00)	\$110.93
Shift I	(21:00-07:00)	\$124.80

3. Shift premium calculations are based on the full annual average of hours worked between 14:00 - 23:00 at 40-cents (0.40) per hour and hours worked between 23:00 -07:00 at 80-cents (0.80) per hour.

18: Section 2: Assignment of Shift Premium

1. Shift premiums are assigned to the shift schedule, not the employee. When an employee's regularly assigned shift schedule is changed, the shift premium will at the same time be adjusted accordingly. Employees do not receive a different shift premium or adjustment when working a temporary assignment or shift.
2. When a newly hired employee (either entry-level, re-hired, or lateral employee) is assigned to their initial designated training at the start of employment, the employee will receive "Shift Premium I" for the duration of their designated training period to compensate the employee for variable work schedules that may be required to accomplish training. The pay will be in effect until such time the employee is assigned and starts work on a regular assigned shift.

18: Section 3: New Shift Schedule

1. If a new shift schedule is created by the Executive Director (not included in this Article's schedule), then a Shift Premium shall be calculated for the new shift assignment based on

the same methodology used for the other shift schedules listed in this Article 18, Section 1, Part 3.

ARTICLE 19: OVERTIME PAY

19: Section 13: Compensatory Time

1. An employee may elect to receive compensatory time in lieu of paid overtime for eligible overtime hours worked. Compensatory time shall be calculated at the rate of time and one-half (1.5) in lieu of monetary payment at the overtime rate. Certain types of overtime may not be eligible for compensatory time application.
2. Compensatory time may be accrued up to a maximum of forty (40) hours at any given time and may be carried over from one calendar year to the next.
3. An employee may schedule compensatory time off at a time that is mutually agreeable between the Employer and employee. Compensatory time off shall not be available for use during any scheduling black-out periods and may not be available for use during emergent situations. Compensatory time off shall not be subject to mandatory overtime coverage.
4. An employee may request compensatory time off up to the amount of accrued compensatory time in their bank at the time the request is made. Compensatory time may not be requested or scheduled off if the time has not already been earned as compensatory time.
5. An employee may request to cash-out unscheduled time from their compensatory bank at any given time. To cash-out compensatory time, the employee shall provide written notification to the payroll department by the 20th calendar day of the payroll month in which the employee wishes to receive the cash-out. The time will then be cashed out and processed for payment to the employee on the next available payroll processing period. For example, if an employee wished to receive payment on the January payroll (payable on February 5), the employee would need to provide notification to the payroll department no later than January 20.
6. Each employee's bank of compensatory time will be maintained at a maximum balance of forty (40) hours or less using the following process:
 - a. The maximum balance of forty (40) hours shall include any time carried forward plus all accrued compensatory time *as it is earned* less any compensatory time that has already been taken off.
 - b. Scheduled compensatory time off shall be applied and deducted from the employee's accrued compensatory time bank at the time the leave is approved and shall reduce the amount of compensatory time available to the employee.

c. When an employee cancels compensatory time, the time will be added back to the employee's bank of compensatory time. In circumstances when the cancellation of compensatory time off results in a balance exceeding the maximum allowable hours, one of the following shall occur:

- The employee shall, at the same time and immediately following the cancellation, request and receive approval for compensatory time off on another date to reduce the compensatory bank to at or below the maximum balance of forty (40) hours.

OR

- All excess compensatory hours will be automatically cashed-out and processed for payment to the employee on the next available payroll processing period.
7. When an employee separates from employment for any reason, the employee shall be cashed-out for all accrued and unused compensatory time at their regular hourly rate of pay (equivalent of the actual reportable hours worked at the employee's regular overtime rate of pay).

ARTICLE 20: SPECIAL PAYS

20: Section 5: Communications Training Officer (CTO) Pay

1. Employees working in an assigned CTO capacity must have completed CTO certification and/or similar training through an approved training program as designated by Management. When the CTO employee is assigned to train another employee, the CTO shall receive a straight premium rate of two dollars (\$2.00) per hour for time actively training.
2. Effective August 1, 2021, and only for a limited time, the CTO rate of pay shall be four dollars (\$4.00) per hour. The rate of pay shall expire on December 31, 2023 or, when the Executive Director has determined that Telecommunicator positions are fully staffed, whichever date is sooner.

20: Section 6: MSAG/GIS Assignments

1. Effective August 1, 2021, an employee assigned as a designated secondary MSAG/GIS Coordinator as part of the State E911 Program will receive a straight premium rate of \$2.00 per hour as additional pay for authorized MSAG/GIS work performed, provided the employee meets minimum requirements for the program.

20: Section 7: Supplemental Pays

1. Provisions for Supplemental Pays

Only current, regular, fulltime employees working in Telecommunicator job positions may be eligible to receive applicable supplemental pays outlined in this Article.

- a. Any employee who is not employed with RiverCom for whatever reason(s) at the time this Agreement is signed by the last signing party, shall not be eligible to receive any supplemental pays outlined in this Article. An employee who leaves employment on or before a scheduled payment date will not be eligible to receive supplemental pay.
- b. All supplemental pays shall be processed and paid to the employee as a lump sum payment less taxes and normal payroll deductions and/or other reporting requirements.
- c. Supplemental pays will be paid to the employee on a hard-copy check payment separate from normal payroll processing and will be normally scheduled for payment on the 15th day of the month following the completion of the applicable time period and/or other requirements.

2. Supplemental Pay No. 1 – In Lieu of Retroactivity

In lieu of retroactivity, each fulltime Telecommunicator who continuously worked in a fulltime Telecommunicator job position during the period January 1, 2021 through July 31, 2021, and continues to be employed by RiverCom, will receive a supplemental payment as outlined in Exhibit 1 of Management's amended proposal dated July 23, 2021.

3. Supplemental Pay No. 2 - Retention

In recognition of employee dedication and ongoing commitment to critical public safety communications, employees who have continuously worked in fulltime Telecommunicator job positions from July 1, 2020, through June 30, 2021, shall receive a supplemental payment in the amount of \$2,500.00.

4. Supplemental Pay No. 3 – Retention

Employees who continuously work in fulltime Telecommunicator job positions for the period July 1, 2021 through March 31, 2022, shall receive a supplemental payment in the amount of \$3,500.00.

5. Supplemental Pay No. 4 - Retention

All employees hired as "entry-level" or "lateral hire" employees after July 1, 2021 shall receive a supplemental retention pay in the amount of \$1,500.00, provided the employee was not eligible or did not receive any other supplemental pay as outlined in this Article 20, Section 7. The pay shall be provided to the employee when the following conditions are met: 1) the employee has completed at least one (1) year of continuous fulltime employment as a Telecommunicator with RiverCom (starting with the employee's date of

hire) and, 2) the employee has completed designated training and has been assigned to a regular shift.

6. Employer Determinations

The parties understand the supplemental pays are subject to taxes and payroll deductions. The Employer's determinations as to calculations and eligibility for supplemental pays, as articulated in Appendix C attached hereto, shall be final and binding on all parties.

ARTICLE 23: SICK LEAVE

23: Section 9: Sick Leave Use When on Annual Leave

1. If an employee becomes ill or injured while off work using annual leave, the employee may convert the days they were ill or injured while on annual leave to paid Sick Leave, provided the employee notifies a Supervisor or Manager of the illness or injury at the time it occurs. Upon the employee's return to work, the employee shall completely document the change of leave. The employee must follow all other Sick Leave rules and procedures.

23: Section 10: Wellness Incentive

1. It is the intent of the Employer to provide an incentive for employees to achieve and maintain regular, predictable, and sustained attendance. An employee who does not expend accrued Sick Leave hours, excluding the use of a Personal Day Off, between the periods of either January 1 through June 30 and/or July 1 through December 31 of the calendar year shall be credited with one (1) shift of time off for each period that paid Sick Leave is not used. The time off will be accounted for and accrued in a separate bank for wellness hours.
2. Beginning in 2021, employees may carry-over up to twenty (20) hours from one calendar year to the next year. Any wellness time that exceeds the maximum amount shall be automatically cashed out to the employee at their regular hourly rate of pay on the next available payroll processing period.
3. Wellness time off may be scheduled for a time that is mutually agreeable to the Employer and employee.

23: Section 11: Sick Leave Buy-Back Option

1. As specified below regarding the timing of the buy-back option, employees with six (6) or more years of service with RiverCom and who have accrued a minimum of five hundred seventy-six (576) Sick Leave hours may elect to buy-back up to ninety-six (96) hours of Sick Leave at fifty percent (50%) the employee's regular hourly rate of pay.

An employee who wishes to utilize this option must provide written notification to the Employer no later than June 1 of each calendar year. The Sick Leave buy-back will be processed and paid to the employee through the regular June payroll processing period. At the time of the buy-back request, the employee's Sick Leave bank shall be reduced by the number of hours bought back.

ARTICLE 31: 457 PLAN – DEFERRED COMPENSATION PROGRAM (DCP)

31: Section 2: Employer Matching Contributions

1. Employees who work in a regular fulltime Telecommunicator position are eligible to receive an Employer matching contribution paid to their Deferred Compensation Program (DCP) account.
2. Effective August 1, 2021, the Employer will match employee deferred compensation contributions up to the maximum amount as per the following schedule:

Wage Scale Step C	\$ 30.00 per month (= \$ 360.00 annually)
Wage Scale Step D	\$ 50.00 per month (= \$ 600.00 annually)
Wage Scale Steps 1 - 5	\$ 75.00 per month (= \$ 900.00 annually)
Wage Scale Steps L1 - L5	\$100.00 per month (= \$1,200.00 annually)
Wage Scale Steps L6 +	\$125.00 per month (= \$1,500.00 annually)


3. Employees who wish to receive an Employer matching DCP contribution must have already established an individual deferred compensation account and must notify the Employer in writing.
4. The Employer contribution amount shall be pro-rated when an employee either does not work a full calendar month or for periods of time the employee is in a leave without pay status.
5. The Employer shall not make retroactive contributions to a DCP account unless required to correct a processing error or as may be required by law.

II. The parties agree to continue negotiations/mediation regarding remaining open topics. While the other financial tentatively agreed to provisions are completed for this term (2021-2023), the open topics are not concluded. The Parties will pursue negotiations through PERC Mediation regarding non-wage and non-fiscal/budgetary impacting provisions.

III. The parties agree to keep open and to bargain over the issue of how a transition from the position of "Shift Supervisor" to a "Supervisor" position will impact the contract.

This Memorandum of Agreement is executed this 18th day of August 2021.

RiverCom 911



Kevin Overbay, Chair
RiverCom Administrative Board

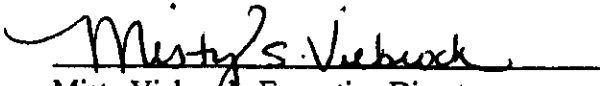
RiverCom Dispatchers Guild



Elizabeth McKinney, President
RiverCom Guild

for 8/17/21

ATTEST:



Misty Viebrock, Executive Director
RiverCom 911

APPENDIX A to 2021-2023 CBA

STEP WAGES

Year 1 (0-12 Months)	Year 2 (13-24 Months)	Year 3 (25-36 Months)	Year 4 (37-48 Months)
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LONGEVITY PAY

Years 5 - 9 (49-108 Months)	Years 10 - 14 (109-168 Months)	Years 15 - 19 (169-228 Months)	Years 20 - 24 (229-288 Months)	Years 25 + (289 + Months)
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TELECOMMUNICATOR	STEP 1	STEP 2	STEP 3	STEP 4	5 Years	10 Years	15 Years	20 Years	25 Years
Monthly Salary	3,832.91	4,058.37	4,283.84	4,509.30	90.19	180.37	270.56	360.74	450.93
Annual Salary	45,994.86	48,700.44	51,406.02	54,111.60	1,082.23	2,164.46	3,246.70	4,328.93	5,411.16
Hourly Rate	22.11	23.41	24.71	26.02	0.52	1.04	1.56	2.08	2.60
Overtime Rate	33.17	35.12	37.07	39.02	0.78	1.56	2.34	3.12	3.90

Shift Premium Amounts:	Premium	Hourly Rate	Overtime Rate
Shift Premium A (0900-1300 Hours)	55.47	0.32	0.48
Shift Premium B (0500-1500 Hours)	34.67	0.20	0.30
Shift Premium C (0700-1700 Hours)	20.80	0.12	0.18
Shift Premium D (1100-2100 Hours)	48.53	0.28	0.42
Shift Premium E (1300-2300 Hours)	62.40	0.36	0.54
Shift Premium F (1500-0100 Hours)	83.20	0.48	0.72
Shift Premium G (1700-0300 Hours)	97.07	0.56	0.84
Shift Premium H (1900-0500 Hours)	110.93	0.64	0.96
Shift Premium I (2100-0700 Hours)	124.80	0.72	1.08

APPENDIX B to 2021-2023 CBA

2021 Telecommunicator Wage Scale							
Step Assignment	% Step Increase	% Above Step D	Monthly Rate	Hourly Rate	OT Rate	Annual Rate	
Step A	ENTRY LEVEL		4,091.73	23.61	35.41	49,100.73	
Step B	Complete Training – Shift Assignment	5.00%	4,296.31	24.79	37.18	51,555.77	
Step C	Complete Probationary Term	5.00%	4,511.13	26.03	39.04	54,133.55	
Step D	TELE 1	10.00%	4,962.24	28.63	42.94	59,546.91	
Step 1	12 Months after Step D	1.25%	5,024.27	28.99	43.48	60,291.25	
Step 2	24 Months after Step D	1.25%	5,087.07	29.35	44.02	61,044.89	
Step 3	36 Months after Step D	1.25%	5,150.66	29.72	44.57	61,807.95	
Step 4	48 Months after Step D	1.25%	5,215.05	30.09	45.13	62,580.55	
Step 5	60 Months after Step D	1.25%	5,280.23	30.48	45.69	63,362.80	
Step L1	Years 10 – 11 – 12	5.00%	5,544.25	31.99	47.98	66,530.94	
Step L2	Years 13 – 14 – 15	1.25%	5,613.55	32.39	48.58	67,362.58	
Step L3	Years 16 – 17 – 18	1.25%	5,683.71	32.79	49.19	68,204.61	
Step L4	Years 19 – 20 – 21	1.25%	5,754.76	33.20	49.80	69,057.17	
Step L5	Years 22 – 23 – 24	1.25%	5,826.70	33.62	50.42	69,920.39	
Step L6	Years 25 – 26 – 27	1.25%	5,899.53	34.04	51.05	70,794.39	
Step L7	Years 28 – 29 – 30	1.25%	5,973.28	34.46	51.69	71,679.32	

Shift Differential Premiums:

Shift Assignment	Hours Worked	Monthly Premium
Shift A	03:00-13:00	55.47
Shift B	05:00-15:00	34.67
Shift C	07:00-17:00	20.80
Shift D	11:00-21:00	48.53
Shift E	13:00-23:00	62.40
Shift F	15:00-01:00	83.20
Shift G	17:00-03:00	97.07
Shift H	19:00-05:00	110.93
Shift I	21:00-07:00	124.80