

Collective Bargaining Agreement

By and Between

RiverCom 911



And

Teamsters Local 760



Representing the
Emergency Service Dispatchers

Effective

Upon Ratification - December 31, 2026

ORIGINAL

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PREAMBLE

This Agreement is between RiverCom 911, a multi-jurisdictional public safety answering point, serving Chelan and Douglas Counties, hereinafter called the "Employer", and Teamsters Local Union No. 760 hereinafter referred to as the "Union" for the purpose of setting forth the mutual understanding as to conditions of employment for those employees for whom the Employer recognizes the Union as the collective bargaining representative.

The purpose of this Agreement is to establish hours of work, pay rates, benefits, working conditions and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

ARTICLE 1- RECOGNITION

- 1.01** The Employer hereby recognizes the RiverCom Dispatcher's Guild as the sole, exclusive collective bargaining Representative for all full-time and part-time employees of RiverCom 911 excluding Supervisors and confidential employee as certified by the Public Employment Relations Commission in Decision 8970, case # 19361-E-05-3066 (PERC, 2005).
- 1.02** The Employer hereby recognizes that the Rivercom Dispatcher's Guild is an affiliate of Teamsters Local 760 as ordered by the Public Employment Relations Commission, Decision 13477 – PERC, case # 134732-C-22.
- 1.03** The Union does not represent the positions of Executive Director, Managers, Supervisors, Administrative Services Specialist, Administrative Assistant, IT Technician, Radio Communications Technician, GIS Analyst, Training Coordinator or other supervisory, confidential, or contracted employees, or temporary provisional employees. These positions are excluded from the bargaining unit and are not covered by the terms and conditions in this Agreement.
- 1.04** The Union will provide the Employer a list of Union Stewards upon request to the Union.
- 1.05** The Employer will provide the Union a list of all members and their seniority upon request.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF OF DUES

- 2.01** All employees in this bargaining unit have the right to voluntarily join the Union. The Union, as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.5.080.
- 2.02** When an employee provides written authorization to the Employer and to the Union, the Employer will deduct from the employee's salary, an amount equal to dues or service fees required to be a member or represented by the Union.
 - A.** The amounts deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee's name, department, hours worked, monthly base wage and the amount of union dues deducted, after such

deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if termination is after the 15th, dues will be deducted. The Employer is not a part to the authorization for payroll deduction as that is between the employee and the Union.

- 2.03** Notification: When the employer hires a new employee in a position covered in the bargaining unit, the employer shall, within seven (7) calendar days of the date of employment notify the Union in writing giving the name, social security number, hire date, address and classification, including wage, of the employee hired.
1. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees hired into bargaining unit positions membership materials supplied by the Union. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss Union membership.
- 2.04** Dues Cancellation: An employee may cancel payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate Union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.
- 2.05** Indemnification: The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article.
- 2.06** The Employer is not responsible for deducting Union dues or fees based on the payroll function being contracted to Douglas County. When the Employer is handling the payroll function within RiverCom 911 or contracts with another entity for payroll, the Employer agrees to notify the Union and to meet to negotiate voluntary withholding of any additional dues and/or fees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** Except as otherwise limited by the terms of this Agreement, the Employer retains all its customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof and not limited by this Agreement. The Union recognizes that the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral instruction or written work rule, existing or future.
- 3.02** Core Management Rights: Core management rights are specific rights exclusively controlled by the Employer. The Employer has the right to exercise such rights without having to bargain about the decision or about the effects of such decisions. Core management rights include, but are not limited to, the following:
1. The right to establish and institute any and all work rules and procedures, upon reasonable notice to Bargaining Unit members. The Employer has the right to develop and adopt, as well as administer, written personnel rules and policies, which cover matters not described in this Agreement. Further, the Employer has

the right to make written changes and/or modifications to written personnel rules and policies. An employee shall abide by said changes. Written personnel rules and policies will be posted and provided to affected employees. Except in emergencies, reasonable notice shall be considered 30 calendar days.

2. The right to control the mission, goals, objectives, direction, workforce, and operations of the Employer.
3. The right to determine the scope of activities and services.
4. The right to determine the work to be performed, the hours of work and work schedules as well as the methods for efficient and productive performance of such work so long as such determination does not contradict the expressed provisions of this contract.
5. The right to change or eliminate existing methods, equipment or facilities; to establish work, performance and productivity standards and, from time to time, to modify those standards with reasonable notice prior to implementation.
6. The right to plan, direct and determine the methods, means, organization and number of personnel by which such operations and services are to be conducted
7. The right to fix the standards for work to be performed.
8. The right to hire, select, and train employees the way the Employer deems best for the organization.
9. The right to discipline employees by written reprimand, suspension without pay, and discharge for just cause.
10. The right to assign employees to work sites, work locations, and work assignments.
11. The right to promote, demote, and transfer employees. Disciplinary demotions and transfers shall be subject to the just cause provisions of this Agreement. Operational transfers shall not be subject to the just cause provisions.
12. The right to make all financial decisions, determine the budget, and make amendments and adjustments to the budget from time to time.
13. The right to mandate overtime when the Employer determines it is necessary to provide services subject to the provisions of this Agreement.
14. The right to lay off employees by classification when the Employer determines such action to be necessary in accordance with contractual provisions.
15. The right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during an emergency. "Emergency" includes, but is not limited to, a life-threatening situation, civil disorder, natural disaster, or similar event requiring an immediate response, outside of the control of the employer.

16. Management shall be permitted to perform bargaining unit work for instruction, demonstration or when staffing levels require additional coverage to meet the necessary staffing service levels.
17. Evaluate employees' competency, performance, and direct their work assignments.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Union does not waive its rights to bargain about the effect of mandatory subjects of bargaining under applicable State Laws except where those rights have been addressed by the provisions in this CBA because the Union and the Employer have already bargained about those rights, and they are set forth in the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 5 — NON-DISCRIMINATION

- 5.01 The Employer and the Union agree that they will not discriminate against any employee for any reason protected by Federal and/or State law.
- 5.02 Where the masculine or feminine gender has been applied in any job classification or in any provisions of this Agreement, it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.
- 5.03 No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union as long as these activities do not interfere with the normal work processes of the Employer.

ARTICLE 6 – UNION BUSINESS AND ACTIVITY

- 6.01 A Union representative shall be permitted access to the premises of the Employer for the purpose of investigating and discussing enforcement of this Agreement with employees, including investigation and/or processing grievances and to conduct routine workplace inspections. The business representative shall not interfere with the work of the employees and shall not unduly impede the operations of the Employer.
- 6.02 Union Bulletin Board. The Employer shall furnish a bulletin board or bulletin board space that is readily accessible and visible to all employees for the purpose of posting Union notices.
- 6.03 The Union has the right to appoint Stewards as it deems necessary. Steward shall be recognized as an extension of Teamsters Local 760 and afforded the rights to handle grievances, request documentation and otherwise assist in administering this agreement. Stewards shall be afforded reasonable time to investigate workplace complaints and investigate grievances.
- 6.04 The Employer shall allow a minimum of two (2) members of the Union paid on-duty time or release time to attend Negotiations involving a Collective Bargaining Agreements, Memorandums of Understanding, Letters of Agreement or other additions or modifications to the Collective Bargaining Agreement.

1. Overtime payment for members engaged in negotiations shall not be authorized or approved by the Employer.
2. The Union is not limited by this agreement to only having two (2) member present at negotiations. The Employer shall not be required to compensate more than two (2) union members in attendance. The Union and the Employer shall determine the composition of their own negotiation's committees.

ARTICLE 7 - LAY OFF & RECALL

- 7.01** In the event of a layoff, classifications will be selected for layoff in a manner consistent with the needs of the Employer. Seniority will be used as the basis for layoff, with employees have the least seniority being laid off first. An employee whose position is eliminated or has a forced reduction in regular work hours shall be considered laid off.
- 7.02** If the employer determines that a lay off is required, the Employer will notify the Union and the parties will immediately initiate negotiations over the impact of the decision to lay off employees.

ARTICLE 8 - DEFINITION OF EMPLOYEES & PROBATION

- 8.01** Full-time Employee: A regular Employee who regularly works 40 hours per week on a continuing basis.
- 8.02** Part-time Employees: An employee who works less than the regular full-time work week (40 hours) on a continuing basis.
- 8.03** Probationary Employee: An employee who has not completed their probationary period and who serves "at will" and may be terminated without cause and without recourse under the terms and conditions of this agreement.
- 8.04** The probationary period for all new employees shall begin on a new employee's date of hire and shall continue until the employee has completed one year of service with the employer.
1. Completion and release from probationary employment shall be provided in writing to the employee.
 2. The Employer may extend an employee's probationary period for up to two (2) additional ninety-day periods. Any extension of the probationary period shall be in writing and provided to the employee and the Union prior to the completion of the employee's probationary period and/or any extension as permitted by this agreement.
 - A. Any written extension notice should include the reason for the extension and a performance improvement plan outlining the areas that need to be improved upon. Extensions of an employee's probationary period are intended to allow additional time for the employee to improve their performance and/or correct deficiencies.

3. Annual Leave selection for probationary employees shall take place once the employee has completed training and has been assigned to fill a scheduled shift without a trainer.
4. Leaves of absence or other periods of absence exceeding fourteen (14) calendar days shall be excluded from the calculation of the employees one year (365 days) probationary period.

ARTICLE 9 - DISCIPLINE AND DISCIPLINARY PROCEDURES

9.01 The Executive Director or designee, may discipline an employee for just cause. Just cause does not mean strict adherence to Arbitrator Dougherty's 7 steps of just cause. Causes for discipline include, but are not limited to, the following:

1. Neglect of duty.
2. Inefficiency.
3. Insubordination.
4. Incompetence.
5. Disrespectful or unprofessional references, comments or declarations about or to fellow employees or Management.
6. Conviction of a crime, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge which the Employer believes would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the department.
7. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities.
8. Misconduct and/or negligent performance of duties.
9. Violation of written or verbal Employer directives, work rules, regulations, policies and procedures.
10. Conflict of interest between off-duty activities that are related to official duties. Tardiness and/or absenteeism.
11. Sexual harassment.
12. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's bodily systems, consuming alcohol and/or illegal/controlled substances while on duty or at work, selling and/or distributing alcohol and/or illegal/controlled substances while on duty and/or at work.
13. Violation of the drug testing policy.
14. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Executive Director or designee.
15. Failure to timely complete tasks as assigned by the Executive Director and/or Management.
16. Intentional destruction of Employer's or another employee's property.
17. Misuse and/or abuse of sick leave policies.
18. Any strike, slowdown, or sick out.
19. Loss of or failure to maintain necessary licenses, credentials, certifications, continuing education/training, suspension of credentials and certifications, etc.
20. Dishonesty, theft, and/or misappropriation.

9.02 Disciplinary Actions.

1. The Employer may discipline any employee for just cause. The Employer shall have the right to implement the following forms of discipline:
 - A. Written reprimand.
 - B. Suspension without pay.
 1. At the Employer's discretion, employee's leave balances can be used in lieu of an unpaid suspension. Seniority will only be adjusted for the length of the disciplinary suspension if the employee is suspended without pay.
 - C. Demotion.
 1. A demotion shall not cause the layoff of another bargaining unit employee.
 - D. Discharge or termination.
2. Progressive discipline means implementing discipline starting at the least severe level and progressing to more severe discipline if misconduct continues. However, discipline may be imposed based upon the seriousness of the misconduct as determined by the Executive Director or designee. Discipline must be administered in a fair, consistent and impartial manner. Disciplinary actions and the supporting facts must be recorded in writing.
3. Discipline is not always to be implemented at the lowest level of severity. For some violations, if the circumstances warrant, more severe forms of discipline may be implemented immediately, including termination from employment.

9.03 Disciplinary Procedures.

1. The Executive Director or designee shall be responsible for issuing all disciplinary decisions and actions that include written reprimands, suspensions without pay, demotions and/or terminations.
2. In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, then the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) in writing.
3. The Employer shall initiate an internal investigation within 30 calendar days of the incident or within 30 calendar days of the employer having knowledge of the incident causing the internal investigation.
4. After the internal investigation is initiated, the Employer shall have 45 calendar days to complete the investigation and provide notice to the employee of a

Loudermill meeting or the result of the investigation if no Loudermill meeting is to be held.

- A. The Employer may, prior to the expiration of the 45-day period, notify the employee and the Union that they will be extending the initial 45-day period by an additional 30 calendar days.
 - B. Failure by the Employer to follow the timelines set forth in this section shall result in the maximum disciplinary action available to the Employer to be a document coaching and counseling being placed into the employee's file.
 - C. If a criminal investigation is initiated or on-going, the timelines set out in this agreement for discipline shall start after the criminal investigation is completed and a decision is issued or made by the prosecutor's office.
5. Loudermill Meeting. In the case of a potential suspension without pay, demotion or discharge/termination, the Employer shall provide written notice of and conduct a Loudermill meeting at which the employee and, if they wish, a Union representative may be present to address the allegations.
- A. The purpose of the Loudermill Meeting is to provide the employee with an opportunity to present facts or evidence or to explain why they believe the determination of the Employer is incorrect. The employee may present information either in a written or oral format or may chose not to participate in the Loudermill meeting.
 - B. The employee and the Union, upon request, will be provided all information obtained or utilized during the investigation by the Employer to determine that disciplinary action is likely or that a violation was committed by the employee. The Employee shall have a minimum of five (5) days to review the material prior to the Loudermill meeting.
 - C. The Loudermill meeting will be conducted before the Employer issues a written disciplinary action. The Employer will make the written disciplinary decision within five (5) normal workdays, excluding weekends and holidays. The exceptions to the five (5) day timeframe for issuance of a written decision include when further investigation is deemed necessary by the Employer, when circumstances warrant more time as mutually agreed by the parties or when another proceeding may have a bearing on the Employer's decision as determined by the Employer.
6. Weingarten Rights. Whenever an employee is being interviewed and/or questioned about a subject matter that could result in disciplinary action, the employee is entitled to exercise their Weingarten rights. The Employer shall advise the employee about whether the interview and information could result in disciplinary action. If the Employer does so, then the employee has the right to request that a Union officer and/or representative be present during the interview and questioning. The employee shall cooperate and respond to questions posed by the Employer. The Union officer and/or representative shall not interfere with the questioning. If the employee refuses to answer, then the employee may be subject to higher levels of disciplinary action. In the event the employee answers

could result in criminal charges, the employee will be provided written Garrity rights which the employee shall agree to and sign.

7. When circumstances are such that retention of an employee will likely result in disruption of Employer programs, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Executive Director or designee may immediately place the employee on paid Administrative Leave the employee with pay pending the outcome of the disciplinary investigation.
 - A. Employees placed on paid Administrative Leave shall be required to be available by phone within a reasonable response area to Rivercom, which shall be considered four (4) hours. The Employee may be required to check in with a designated supervisor at RiverCom 911 up to twice per day at designated time. The Employees work shift shall be immediately changed to a Monday-Friday 8AM-4PM shift. Any time the employee needs to leave the response area, the employee will be required to notify the Employer and will be required to utilized accrued leave banks to account for that time.
8. The Employer may record and keep in the employee's personnel file documented disciplinary action. This is necessary to carry out disciplinary action based on progressive discipline.
 - A. Written reprimands shall be maintained in the employees personnel file for three (3) years.
 - B. Suspensions without pay for forty (40) or less hours shall remain in the employees personnel file for five (5) years.
 - C. Suspensions without pay (exceeding 40 hours), demotions, and discharges/terminations shall remain in the employee's personnel file permanently.
 - D. All time frames for removal of any disciplinary action from an employee's file are based on the latest misconduct and disciplinary severity in the file. If a documented disciplinary action is scheduled to be removed and a new disciplinary record is added, the documented disciplinary action will remain in the file until the newer disciplinary action's timeline expires and all removeable records of the disciplinary action can be removed.
 - E. Removal from the employees personnel file means that the disciplinary action cannot be utilized by the Employer in future decision making or utilized against the employee in any manner.
 - F. The Employer shall have the right to place the removed items into a separate file(s) for the purpose of complying with state law for records retention.

9. Evaluation file. The employer may maintain an evaluation file on each employee that contains notes, coaching and counseling, letters, or other written records for the purpose of completing annual evaluations. This file will not contain any formal disciplinary action(s) or records and shall be cleared after an annual evaluation is completed or on a rolling twelve (12) calendar month basis, whichever occurs first.

A. The intent of the evaluation file is specifically maintained notes, non-formal disciplinary processes that will be included in the employee's formal written evaluation. As the items contained in the file are not final records, they generally are not considered public records. If an item is determined to be a public record by RiverCom 911 legal advisor, the item shall be maintained as a public record.

B. The Evaluation file shall be maintained separately and not be included in the Guardian Tracking system or it's replacement in the future without agreement from the Union.

9.04 Third Party Complaints. Employees shall be apprised of charges or complaints by a third party which the Employer may consider damaging to the employee's work record. If Management initiates a formal investigation, the employee shall be provided written notification of the investigation that outlines the specific allegation being investigated.

9.05 Loss of Credentials

1. When an employee becomes aware that a required certification, license, etc., has been suspended or revoked, the employee shall immediately notify the Employer.
2. If an employee has a required certification, license, etc. suspended or revoked, said employee is subject to discharge/termination.

9.06 Disability Discharge/Termination

1. An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the Union. Disability discharge/termination is not subject to the grievance procedures in this Agreement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Grievance Definition. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement.

10.02 Grievance Representation. In the processing, disposition and/or settlement of any grievance, the Union shall be the exclusive representative of the employee(s).

10.03 Grievance Settlement. A grievance settled under any step hereof shall be binding on both parties and the employee(s).

10.04 Grievance Process. Any grievance shall be resolved in the following manner:

1. **Informal Grievance Process:** Employees are encouraged, but not required to attempt to resolve a potential grievance with their supervisor or manager prior to filing a formal grievance. If the employee and the supervisor/managers are unable to resolve the issue, the employee should then file a formal grievance as outlined below:
2. **STEP 1.** The Employer and the Union, on behalf of the aggrieved employee, or the employee shall notify the other of the nature (including the grieved contract section) of the grievance within thirty (30) calendar days of the aggrieved party's first knowledge of the occurrence which gave rise to the grievance. The Union or the employee shall notify the Executive Director by email, facsimile, or personal service. In the case of an Employer grievance against an employee and/or the Union, the Executive Director shall notify the Secretary Treasurer of the Union. The two representatives or the employee shall attempt to settle the matter. The Employer representative receiving the grievance shall respond in writing within thirty (30) calendar days of receipt of the grievance. In the case of an Employer grievance, the Secretary Treasurer of the Union shall respond in writing within thirty (30) calendar days of receipt of the Employer grievance. Failure to respond in a timely manner by either party shall result in the grievance being moved to Step 2.
3. **STEP 2.** If the grievance is not settled in Step 1, it shall be submitted for PERC grievance mediation. The parties shall jointly submit the issues to PERC within thirty (30) calendar days or within a reasonable amount of time thereafter. PERC shall conduct the grievance mediation. The timing of PERC mediation is subject to the availability of PERC personnel and the mutual agreement of the parties. The PERC mediation results will be reduced to writing by the parties. The result from Step 2 shall be final for grievances pursued by employees without the assistance of the Union. The right to proceed to arbitration pursuant to Step 3 does not apply to such employee grievances. If the PERC mediation does not result in a resolution of a Union or Employer grievance(s) then either party may proceed to Step 3 arbitration subject to providing thirty (30) calendar days written notice from the conclusion of the PERC mediation to the other party.
4. **STEP 3.** If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Employer or the Union within thirty (30) calendar days of receipt of the Step 2 mediation result. Upon demand for arbitration, both parties' attorneys shall meet or correspond within a reasonable time period to explore options for a mutually acceptable arbitrator. If the parties' attorneys cannot mutually agree on an arbitrator, then they shall send a joint request to the PERC for the names of eleven (11) arbitrators. After receipt of the PERC listing, the two parties shall select one name on the list by alternately striking a name until one remains. The first strike shall be determined by coin toss.
 - A. The grievance shall then be presented before an arbitrator who shall hear the matter within a reasonable period of time subject to the arbitrator's availability and the parties' attorneys' availability.

- B. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve issues beyond the jurisdiction of the arbitrator. If either party believes the arbitrator has exceeded his/her authority, then the matter may be submitted to superior court in Chelan County. The arbitrator shall not have the authority/jurisdiction to amend, alter or modify the terms and conditions in this Agreement. The arbitrator's role is to address the interpretation and application of the provisions of this Agreement. The arbitrator shall only have the authority to make the grievant whole but shall not have the jurisdiction to make an award that includes punitive damages, award fees, costs, or expenses.
- C. Any grievance submitted to arbitration may be settled by the parties prior to the arbitration hearing or decision or withdrawn from the arbitration process by the parties submitting the grievance to the Step 3 procedure. Where a grievance is presented to an arbitrator and is not settled or withdrawn prior to the arbitrator's decision and/or award, such decision and/or award shall be final and binding on both parties and employee(s).
- D. The fees, costs and expenses of the arbitrator shall be equally borne by the Employer and the Union. Either party may request a court reporter to have a verbatim record to cite in post arbitration briefs and for the arbitrator to rely on in reaching his/her decision. Both parties may jointly agree to share equally the expenses and fees of a court reporter, but the requesting party shall pay for the transcription. Each party shall be solely responsible to pay for their own attorney's fees, costs, witness fees, expenses and charges.

10.05 Grievance Time Periods.

- 1. If a grievance is not timely filed, it shall be forever waived and lost.
- 2. Any of the time periods specified in this procedure may be extended by mutual written agreement between the parties by mail, email and/or facsimile.

10.06 Grievance Rights of an Individual Employee Electing for No Union Support.

- 1. Nothing herein shall be construed as a limitation on the right of an individual employee to pursue a grievance through the management chain of command, up to the Executive Director, without the intervention of the Union, provided that any result shall be consistent with the terms of this Collective Bargaining Agreement, and further provided, consistent with RCW 41.56, that the Union has the right to have a representative present at any initial meeting called for the resolution of such grievance. In no event shall an individual employee with a grievance have the right to demand arbitration.

ARTICLE 11 - SENIORITY

11.01 Recognition of Seniority

1. Seniority Defined: Seniority shall mean an employee's continuous length of service as a member of the bargaining unit.
2. The Employer recognizes the principle that longer periods of service should be rewarded by proportionately greater job security. The principle of seniority shall therefore be given primary consideration in all cases of shift bidding, annual leave bidding, time-off requests, lay-offs, and rehiring, unless otherwise indicated in this Agreement. This principle shall not apply in the case of discipline.

11.02 Seniority Roster

1. An official seniority roster shall be maintained and utilized to apply seniority calculations where applicable. The official seniority roster shall be determined and maintained by mutual agreement between the Employer and the Union.

11.03 Seniority Dates Defined

1. The date of seniority is based on the employee's first date of employment in a bargaining unit position. Certain adjustments may be applied as outlined in this Agreement. Employees shall be given credit only for continuous years of fulltime employment with the Employer in a recognized bargaining unit position as follows:
 - A. "Grandfathered" Seniority of Transferred Employees: Employees who transferred to RiverCom from other interlocal/user agencies as of July 1, 2004, when RiverCom began operations, shall receive, and maintain seniority based on their date of fulltime employment with their transferring agency and as officially documented by the Employer at the time the employee became employed with RiverCom.
 - B. Employees Hired on Same Date: The seniority date for Employees who begin employment on the same date shall be established by the documented ranked order for the position as determined by the Employer during the hiring scoring process at the time of hire.

11.04 Point of Entry or Re-Entry into Bargaining Unit

1. For employees who started working for the Employer outside of the bargaining unit and then later enter the bargaining unit, seniority shall commence on the first continuous day of work inside the bargaining unit.
2. Employees who leave the bargaining unit but remain employed by the Employer and then return to the bargaining unit, shall retain their accrued seniority time within the bargaining unit. However, they will not accrue any seniority while out of the bargaining unit.

11.05 Other Seniority Adjustments

1. Leave Without Pay: Unless otherwise protected by law, an employee's seniority date shall be adjusted downward for any period of leave without pay (not including leave covered under FMLA or PMFL) on a day for day basis. An employee shall

have their seniority date reduced by one (1) calendar day for each regular full shift of leave without pay.

2. Rehire After Resignation: Employees rehired into the bargaining unit within ninety (90) days of resignation (last day of employment in a bargaining unit position) shall have their separation counted as a leave of absence without pay for purposes of calculating seniority.

11.06 Termination of Seniority: An employee's seniority shall terminate on any one of the following conditions:

1. Termination of employment.
2. Resignation of employment that results in the separation of service from RiverCom for more than ninety (90) days.
3. Retirement from employment
4. Lay-off lasting for twenty-four (24) or more consecutive months

ARTICLE 12 - VOLUNTEERING FOR USER AGENCIES

12.01 Volunteer Work for User Agencies

1. Employees may voluntarily work for user agencies as long as said work does not create a conflict of interest or does not in any way interfere with their assigned duties or job performance at RiverCom.
2. Employees shall notify the Executive Director of RiverCom in writing of any voluntary commitments with User Agencies. RiverCom shall determine if the volunteer activity presents a conflict of interest or interferes with their assigned duties or job performance at RiverCom. Examples include, but are not limited to, reserve officer, inter-agency training, etc. Ride-along(s) do not require pre-approval.

ARTICLE 13 - WORK CLASSIFICATIONS

13.01 Full-time Employee: A fulltime employee is an employee who is scheduled to work a minimum of forty (40) hours per defined workweek.

13.02 Part-Time Employee: A part-time employee is an employee who is assigned to work thirty-two (32) hours per calendar month but does not meet the qualifications of a full-time employee. Regular part-time employees perform the work in accordance with the job description of Telecommunicator. A part-time employee shall receive benefits as provided by law and certain prorated benefits as provided for in this agreement.

1. Unless filling a temporary absence of a full-time employee who is utilizing PFML, FMLA, or vacation (for 80 hours or more), part-time employees may be scheduled for a maximum of 24 hours in a workweek.

- 13.03** A part-time employee shall be eligible to work no more than eighty-eight (88) additional hours per month (for a total maximum of 120 hours per calendar month) beyond their part-time schedule unless mutually agreed upon by the Executive Director, the employee, and the Union.
- 13.04** A part-time employee will not be mandated to work any additional hours beyond their regular part-time scheduled thirty-two (32) hours.
- 13.05** The use of mutual aid by first responders from outside agencies (police, fire and communications) shall be permitted on a temporary basis when determined necessary by the Executive Director in emergencies or other periods of short handedness of personnel. The Executive Director shall notify the Union in writing of the need to utilize mutual aid within three (3) calendar days of the determination and activation of any mutual aid agreement.

ARTICLE 14 – OVERTIME, COMPENSATORY TIME AND MINIMUM STAFFING

- 14.01** Definition of Overtime & Accounting: Employees shall be paid an overtime rate of one and one half (1.5) times their regular hourly rate for hours worked in excess of their regular work hours or in excess of the forty hours in a workweek. All compensable hours, including, but not limited to paid Annual Leave, Holiday Leave, Sick Leave, and compensatory time off, shall be included in the forty-hour workweek.
1. Employees shall accurately document and certify all overtime hours worked through the scheduling program.
 2. For the purpose of computing overtime compensation, fractional parts of an hour, in excess of seven (7) minutes worked shall be rounded to the nearest quarter-hour (0.25) increment. Any de minimis time "7 minutes or less" is not compensable.
 3. For the purpose of computing overtime compensation, fractional parts of an hour worked shall be rounded to the nearest quarter-hour (0.25) increment. Any de minimis time "7 minutes or less" is not compensable.
- 14.02** Assignment of Overtime: Employees may sign up for voluntary overtime after it is posted, the formal overtime assignment and approval shall be made on or near the first Wednesday of each month, for the following month, based on the following procedures.
1. 1st - Voluntary assignments will be made on the basis of seniority.
 2. 2nd - All remaining overtime hours will be assigned by voluntary first come, first serve basis.
 3. 3rd - On or near the second Wednesday of each month for the following month, any remaining mandatory overtime shall be mandated following the mandatory scheduling guidelines.
- 14.03** Mandatory overtime assignments guidelines shall be as follows:

1. No mandates on short notice (48 hours) or less, callouts or other coverage unless the floor will drop below the mandatory minimum staffing levels.
2. No employee can be mandated to work for more than six (6) days in a row.
3. Employees may not be mandated for more than a total of six (6) consecutive hours (inclusive of all voluntary overtime) on their scheduled day off, excluding shift extension from their previous shift.
4. Employees shall not be mandated to work with less than 10 hours of time off between work shifts, time exchanges and all fourth-round non-guaranteed time.
5. Mandatory overtime shall not be assigned to an employee on an approved Annual Leave bid or on the employee's regular days off immediately preceding or immediately following an approved Annual Leave bid.
6. An employee off work on a time exchange shall not be subject to mandatory overtime on that day and employee must have a minimum of 10 hours of time off from the end of their regular shift, prior to being eligible to be mandatory overtime. An employee that is working on a time exchange is eligible for mandatory shift extensions.

14.04 Mandatory Minimum Staffing Levels

1. While the total number of Emergency Service Dispatchers (ESDs) remains below 26, the number of Supervisors shall be counted in the total number of FTE's.
2. The Union and the Employer agree to the following minimum staffing levels that will be used by the Employer to determine if and when mandatory overtime is required to fill the positions.
 - A. When the number of ESD's is below 23 the following minimum staffing levels will be:
 1. 0100-0300 hours shall have a minimum of five (5) dispatchers
 2. 0300-0700 hours shall have a minimum of four (4) dispatchers
 3. 0700-1700 hours shall have a minimum of five (5) dispatchers
 4. 1700-0100 hours shall have a minimum of six (6) dispatchers.
 - B. When the number of ESD's is at least 23 but less than 26, the following minimum staffing levels will be:
 1. 0300-0700 hours shall have a minimum of four (4) dispatcher
 2. 0700-1100 hours shall have a minimum of five (5) dispatchers.
 3. 1100-0300 hours shall have a minimum of six (6) dispatchers.
 - C. When the number of ESD's is 26 or more, the following minimum staffing levels will be:
 1. 0300-0700 hours shall have a minimum of five (5) dispatchers
 2. 0700-0300 hours shall have a minimum of six (6) dispatchers

14.05 Mandatory Overtime Shift Assignments – Order of Priority

1. First, the Employer shall attempt to fill mandatory overtime by regular shift extensions making any given shift no more than twelve (12) consecutive hours. This shall be accomplished by an extension of shift holdover and/or extension of shift early start.
2. Second, mandated overtime shall be distributed among operations personnel (Telecommunicators and Supervisors) starting at the bottom of the rolling overtime list. The Employer will mandate overtime provided that the first available employee(s) with the least amount of overtime over the two hundred (200) hour threshold will be mandated. The amount of overtime shall be determined using the rolling overtime list for the period two (2) months prior. (For example, if the overtime is mandated in May, the rolling overtime list for March of the same year would be used for determining the overtime assignment.) In the event that two (2) employees have the same number of accumulated overtime hours, the overtime assignment shall be filled based on the employee with the least amount of Office Seniority. After the mandatory overtime is assigned and filled for that event, the overtime threshold cap will revert to two hundred (200) hours and those employees who have achieved the two hundred (200) hour threshold will not be subject to mandatory overtime.
 - A. The threshold of 200 hours is intended to apply to ESD's when RiverCom is staffed with a minimum of 26 ESD's. For periods of time when staffing falls below a minimum of 26, the following thresholds shall apply.
 1. When there are 19 or fewer ESD's that are trained and released to work shifts, the hour threshold does not apply.
 2. When there are 20-22 ESDs that are trained and released to work shifts, the hour threshold shall be set at 400 hours.
 3. When there are 23-25 ESD's that are trained and released to work shifts, the hour threshold shall be set at 300 hours.
 - B. A twelve (12) month rolling total of overtime hours worked shall be kept up to date by calculating overtime as recorded on employee monthly timesheets from the preceding twelve (12) month period. The rolling overtime hours shall include overtime worked as floor coverage, training, mandated overtime, and overtime for mandatory meetings. The rolling total shall not include meetings where attendance is voluntary, public education work or events, or other similar types of work performed.

14.06 Mandatory Overtime Assignment - Distribution

1. Mandatory overtime shall be assigned when a shift vacancy is created by a vacant position and/or approved leaves and when the same vacancy is not filled by voluntary overtime sign-up. "Approved Leaves" include guaranteed rounds of Annual Leave, Sick Leave, Personal Days Off, FMLA Leave, and other types of

leaves guaranteed under Federal and State law, to include any summons for work related legal matters or jury duty.

2. Mandatory overtime assignments shall be made by the Executive Director, Operations Manager, Supervisor, or other operations staff as assigned.
3. Shift vacancies that are subject of mandatory overtime, that occur after the mandates have been assigned, will be mandated as soon as possible based on the applicable mandatory assignment process.
4. Any new hire or rehire who is released for call taking and law enforcement dispatching shall not be mandated for 30 calendar days following their release from training, except for shift extensions. This does not affect their eligibility for voluntary overtime.
5. In the event that two (2) employees have the same numbers of accumulated overtime hours, the mandatory overtime shall be filled based on the employee with the least amount of Seniority.
6. An employee who is mandated to work overtime is responsible for working all of the assigned time, unless the employee makes arrangements with another employee(s) to work part or all of the mandated overtime.

14.07 Cancellation of Overtime Shifts: In situations where overtime is being or will be cancelled, a reasonable effort shall be made to first cancel mandatory overtime assignments before voluntary overtime.

1. Scheduled overtime (mandatory and voluntary) shifts may not be cancelled with less than 72 hours' notice to the employee, unless mutually agreed by both the Employer and the employee.

14.08 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.
 - A. Overtime authorization that is funded via grants or any state/federal funding on a reimbursement basis that are deemed ineligible by any outside funding source shall not be eligible for compensatory time.
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 restricted dates 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:
 1. 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

 2. 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).

14.09 Overtime – Seniority Bumping

1. Except as otherwise noted, employees with greater office seniority may “bump,” or take an overtime shift from a less senior employee.

2. "Bumping" may only occur for overtime that is posted with less than forty-five (45) days' notice. The employee who is bumping another employee must do so with a minimum of fourteen (14) calendar days' notice in writing to the employee being bumped and the Supervisors.

ARTICLE 15 - WORK WEEK AND SCHEDULE

15.01 Workweek: The seven (7) day work week shall begin at 00:00 hours on Sunday and shall end at 23:59 hours the following Saturday.

15.02 Work Period: The regular work period for each fulltime employee includes a total of forty (40) compensable hours within the designated work week.

15.03 Work Hours: The work shift for each employee covered by this Agreement is the set consecutive hours scheduled in a twenty-four (24) hour period.

15.04 Work Schedules: The Employer has the right to control the scheduling of all work, within the terms and conditions as set by this agreement. Work hours shall be established, by the Employer and based upon the operational and/or financial needs of the Agency, in compliance with the terms and conditions as set by this agreement.

1. The established work schedule for each classification shall apply equally to all fulltime employees working within that classification and under this Agreement.

15.05 Work Shifts:

1. Five (5) consecutive shifts with four (4) days off, followed by three (3) consecutive shifts with two (2) days off; or,
2. Three (3) consecutive shifts with four (4) days off, followed by five (5) consecutive shifts with two (2) days off.
3. If it is deemed necessary to modify the established hours during the term of this Agreement, the affected classification will be provided sixty (60) days written notification of the change, (e.g., 8's, 10's, 12's).

15.06 Shift Bidding and Assignments: Quarterly shift assignments shall be awarded based on seniority.

1. Each employee shall bid on quarterly shift schedules during the shift bidding process conducted annually for the following calendar year. Shift bidding may be scheduled to commence as early as August for the following year and shall begin no later than October 1.
2. Employees shall bid for shifts after the Supervisors have selected their shifts.
3. Once the shift bidding process commences, each employee shall be notified when they are next in line for the shift bid. Notification shall be made by one or all of the following: in person (at work), or by text (Alertsense). Once the notification has been completed and documented with date and time, the employee shall have

twenty-four (24) hours to sign up for a shift bid. After being notified, if the employee fails to submit their shift bid within the twenty-four (24) hour period, the shift bid shall go to the next eligible employee in seniority. After the next employee in seniority receives the opportunity to bid, the bid shall go back to the employee who failed to bid within the twenty-four (24) hours. The employee shall only receive one (1) opportunity to "do-over" after which time the employee shall go to the bottom of the list.

4. If a shift vacancy occurs during the year and the vacancy is re-posted for bid, seniority shall apply.

15.07 Shift Bidding and Assignments – New Employees: For new employees, the Employer shall assign employees to an initial work schedule based on the training and operational needs of the organization.

1. When a trainee is released from call taking and law enforcement dispatch training, the Employer will determine and place the employee into a shift for the remainder of the current quarter. If there are thirty (30) or less days remaining in the quarter, the Employer will determine and place the employee into a shift for the remaining quarter and the following quarter.

15.08 Shift Adjustments: Shift assignments may be modified with thirty (30) calendar days written notice, or as mutually agreed.

1. An employee subject to a shift re-schedule or a change in work hours shall be notified in writing and with as much advance notice as possible, but with no less than thirty (30) days' notice. Changes in the work schedule shall not be made arbitrarily or in bad faith.
2. In an emergency that requires immediate action, the employer may modify an employee shift assignment or temporarily change work hours with less than thirty days' notice.
 - A. For the purpose of defining and emergency, it shall include natural disasters, national pandemics or other similar circumstances that is outside of the control of the employer.

15.09 Daylight Savings Time: Turning back the clocks one (1) hour in the Fall results in the assigned employees working an additional hour. The affected employees will be compensated for one (1) hour of overtime at time-and-one-half the employee's regular hourly rate of pay.

1. Moving the clocks forward one (1) hour in the Spring results in the assigned employees working one (1) hour less than their regularly assigned shift. In this case, there shall be no impact to the employee. The one (1) hour of lost time shall be counted as if it was worked.

15.10 Rest Breaks: The Employer shall provide each employee with a paid fifteen (15) minute break for approximately every four (4) hours worked as workload permits. Break periods may not be combined with meal periods or other types of leave or time off. The Employer

may, during unanticipated workloads, emergencies, or staffing constraints, require a Telecommunicator to “break-in-place.”

15.11 Meal Periods: Meal breaks are intended to provide the employee with a break from duty and should usually be taken as close as possible to the middle of an employee’s scheduled work time.

1. Each employee who works a minimum of eight (8) or ten (10) consecutive hours shall be provided a paid forty (40) minute meal break.
2. In circumstances when an employee is scheduled to work twelve (12) consecutive hours, and the work time is scheduled or is known before the employee’s designated normal meal period, the employee shall be provided a paid fifty (50) minute meal break.
3. Telecommunicators may leave the premises on their paid meal break as long as staffing levels and workload support such action, and the on-duty supervisor approves the request to temporarily leave the building,
 - A. The on shift telecommunicator team will be notified prior to leaving the building.
 - B. A Telecommunicator that leaves the premises will be required to take a dedicated RiverCom cell phone (Emergency Comm. 1 or 2) or other communication device as agreed in the future, in the event they need to be called back to work during an emergency or increased call volume.
 - C. If a supervisor is not on-duty during the shift, the on-duty telecommunicator team must all agree that sufficient staffing exists and that call volume will permit one of the team members to leave the building during their meal break.
 - D. If called back to RiverCom due to an emergency and/or increased call volume, the employee will return as soon as physically possible to the building to resume their call taking and emergency services dispatching duties.
 - E. In addition, because break periods are paid time, any employee leaving the building for a meal break is required to continue to follow all policies and procedures set forth by RiverCom.
 - F. In no circumstances shall a meal break be saved for use at the end of a shift to provide an early departure from work nor may a meal break be accrued, flexed, or used to extend other types of leave.
 - G. The Employer may, during emergencies, unanticipated workloads, or staffing constraints such as sick leave usage, short notice absences, etc., as determined by management, require employees to work through their lunch period but shall compensate the employee at the overtime rate for the missed lunch period.

1. If staffing and workload allows, Telecommunicators are encouraged to leave the floor and take lunch breaks. Those making a voluntary choice to remain at their workstation will not be paid overtime for their lunch period.

ARTICLE 16 – ANNUAL LEAVE

16.01 Annual Leave Accrual

Employees shall earn Annual Leave on a monthly basis based on their years of service at the following rates of annual accrual:

16.02	Years of Service (inclusive)		Rates of Accrual
	1 – 2 years	0 through 24 months	96 hours annually (8 hours per month)
	3 – 4 years	25 through 48 months	120 hours annually (10 hours per month)
	5 – 9 years	49 through 108 months	144 hours annually (12 hours per month)
	10 – 14 years	109 through 168 months	168 hours annually (14 hours per month)
	15 – 19 years	169 through 228 months	192 hours annually (16 hours per month)
	20+ years	229 months or more	216 hours annually (18 hours per month)

The Annual Leave accrual shall be based on the employee's actual date of hire with RiverCom. (For employees hired on or before July 1, 2004, the accrual shall be based on the employee's established date of hire with their previous agency.)

- 16.03** When an employee's employment start date, anniversary date, or termination date falls on a day other than the 1st of a month, the Annual Leave accrual shall be calculated by the exact effective date.
- 16.04** Annual Leave is earned for each full month of employment. The earned accrued leave shall be applied to the employee's Annual Leave bank and will be available for use on the 1st day of the following month in which it was earned.
- 16.05** Annual hours shall not be earned for any periods of unpaid leave.
- 16.06** Annual Leave Maximum Accruals and Carryover
 1. Annual Leave may be accumulated in any amount during the calendar year. However, the maximum allowable amount of Annual Leave hours that can be carried over to the following calendar year is two hundred eighty (280) hours. An employee who has more than two hundred eighty (280) Annual hours accrued as of January 1, shall automatically have their Annual Leave bank reduced to two hundred eighty (280) hours, without compensation.

16.07 Annual Leave Payout – Separation of Employment

1. When an employee leaves employment for any reason, all accumulated and earned Annual Leave shall be paid to the employee at their regular hourly rate of

pay. In the event of an employee's death, all accumulated and accrued Annual Leave shall be paid directly to the deceased employee's estate.

16.08 Annual Leave shall be requested and approved of in quarter-hour (0.25) increments.

16.09 Shared Leave Program

1. An employee may receive accrued leave donations from other employees in circumstances when the employee is involved in unforeseen critical illness or injury and when the employee is reasonably expected to recover and return to work fully fit for duty. Requests for Leave donation shall be permitted with prior approval by the Executive Director, or a designee.
2. When an affected employee submits a validated written request to activate the "Leave Donation" program, any individual employee may donate to the requesting employee a combined maximum of fifty (50) accrued Leave hours in any rolling twelve (12) month period provided that the donor maintains a minimum of eighty (80) banked Annual Leave and/or Holiday Leave hours and a minimum of four hundred eighty (480) hours of sick leave, and the requesting employee has exhausted all of their leave banks (guaranteed leave, holiday leaves, sick leave, wellness hours, and compensatory time) prior to receiving donated leave.

ARTICLE 17 - GUARANTEED LEAVE

17.01 Guaranteed Leave Requests and Bidding Process

1. Employees shall make guaranteed leave requests through an established bidding process. The bidding process shall include three categories by which employees may make guaranteed leave selections: First, Second, Third Round Guaranteed Leave.
2. Guaranteed Leave bidding processes shall take place after guaranteed shift bidding has been completed for the subsequent calendar year.
3. Guaranteed Leave bidding for the following calendar year may be scheduled to commence as early as August and shall begin no later than October 1.
4. Employees shall have accrued the appropriate number of leave hours and have that time available before the employee goes out on the approved leave.
5. Once a guaranteed leave request has been approved, the employee shall not convert the leave to a different type of time off, except between holiday leave and annual leave or when otherwise approved by the Executive Director.
6. If an employee wishes to cancel guaranteed Leave, the employee shall cancel the entire block of time and will thus abandon the entire block of time, meaning the block of time shall not be available to the employee for leave, unless the leave is provided for under federal or state law.
7. If an employee cancels guaranteed Leave, the employee will be provided the opportunity to reschedule the guaranteed leave for a different block of time,

provided that there are available time slots and provided that the rescheduled leave follows all other leave rules and requirements.

8. Blocks of Guaranteed Leave that extend into the next calendar year (beyond December 31) may be scheduled if the beginning of that block of time (either the first day of a second week of a two-week block of time or the first day of a one-week block of time) begins on or before December 31.
9. Guaranteed Leave selection for probationary employees shall take place once the employee has completed training and has been assigned to fill a scheduled shift without a trainer. Unless approved by the Operations Manager, and/or Executive Director.

17.02 First and Second Round Guaranteed Leave

1. First and Second Round Guaranteed Leave bid processes shall take precedence over other types of non-protected leave requests.
2. First and Second Round Guaranteed Leave bidding processes are subject to the following:
 - A. Each employee shall be notified when they are next in line for the Guaranteed Leave bid. Notification shall be made by one or all of the following: in person (at work), and/or text (Alertsense).
 - B. Once the notification has been completed and documented with date and time, the employee shall have thirty-six (36) hours to sign up for Guaranteed Leave. If after notification, the employee fails to submit their bid within the thirty-six (36) hour period, the Guaranteed Leave bid shall go to the next eligible employee in seniority. After the next employee in seniority receives the opportunity to bid, the bid shall go back to the employee who failed to bid within the initial timeframe. The employee shall only receive one (1) opportunity to "do-over," after which time the employee shall go to the bottom of the list.
 - C. First and Second Round Guaranteed Leave bids shall be awarded in order of seniority, with Supervisors selecting first, followed by Telecommunicators.
 - D. In all cases, Guaranteed Leave approval shall be based on operational need, workload, and coverage requirements, as determined by management. The maximum number of employees who shall be granted guaranteed leave at any one time is one (1) Shift Supervisor and two (2) Telecommunicators. If no Shift Supervisor elects to bid for Guaranteed Leave or other leave during that same time period, then the maximum number of Telecommunicators allowed to take leave shall then be three (3).
 1. When the staffing level of RiverCom 911 reaches 26 Telecommunicators (ESD's) who have completed training and are on the regular scheduling, the number of guaranteed leave slots

shall be a minimum of three (3) per day and six (6) on Wednesday(s).

2. Employees on other types of paid leaves (excluding FMLA leave and military leave) count as being off the schedule for the purposes of "first come, first served" Guaranteed Leave requests and the availability of time off.
3. When guaranteed leave picks are chronologically attached to regular shifts, and other scheduled days off, the entire segment of time shall be considered guaranteed time off.

17.03 First Round Guaranteed Leave Bidding

1. In this round, employees may select and bid up to eighty (80) hours of Guaranteed Leave for the subsequent calendar year. The Guaranteed Leave must be bid as one (1) two (2)-week block of time OR two (2) one (1)-week blocks of time. First Round Guaranteed Leave shall not be bid for individual or random days.
 - A. Guaranteed Leave awarded in the first round of the bidding process may result in mandatory overtime assignment(s).

17.04 Second Round Guaranteed Leave Bidding

1. A second round of Guaranteed Leave bidding shall commence following soon after the completion of the First Round Guaranteed Leave bidding process.
2. In this round, employees may select and bid up to eighty (80) hours of Guaranteed Leave that must be scheduled as one (1) week block(s) of time. Remaining hours may then be taken as individual or random days.
3. Guaranteed Leave awarded in the Second Round of the bidding process may result in mandatory overtime assignment(s).

17.05 Third Round Guaranteed Leave Bidding

1. A Third Round for Guaranteed Leave bidding shall be opened and conducted simultaneously following the completion of the Second Round Guaranteed Leave bidding process. The Employer will determine the process for Third Round Guaranteed Leave bidding based on the Employer's reasonable assessment of scheduling and operational needs for efficient and productive services.
 - A. Once staffing levels reach a minimum of 26 trained and scheduled Telecommunicators (ESD's) the Third Round Guaranteed Leave shall be implemented and allow by RiverCom.
2. Third Round Guaranteed Leave bidding process is subject to the following:
 - A. This Third-Round process shall be made on a "first come, first served" basis for all employees, including Supervisors and Telecommunicators.

- B. The Executive Director, Operations Manager, or the scheduling Supervisor shall notify all operations personnel via Alertsense of the exact date and time (with a minimum of 14 calendar day notification prior to the start) that Third Round Guaranteed Leave requests will be accepted.
- C. The acceptance of such requests shall commence at a pre-designated date and time after all Second Round Guaranteed Leave bids have been completed, processed, and updated in the system.
- D. Third Round Guaranteed Leave requests must be made via the scheduling system in order to date and time "stamp" the request(s). A request shall be invalidated if submitted prior to the authorized, announced date and time, unless otherwise approved by the Operations Manager, and/or Executive Director.
- E. Employees may select and bid up to fifty (50) hours of Third Round Guaranteed Leave for any calendar year.
- F. Third Round Guaranteed Leave may be bid as blocks of time, individual, or random days.
- G. Third Round Guaranteed Leave shall be submitted with a minimum sixty (60) day notice to the first date of the time being requested off and must follow all other staffing requirements as stated in this Article.
- H. Guaranteed Leave awarded as a Third Round Guaranteed Leave selection may result in mandatory overtime assignment(s).

17.06 Fourth Round Leave Bidding

- 1. Fourth Round Leave requests shall be approved on a conditional basis; the request for time off shall be dependent on scheduling and workload requirements as determined by the Employer.
- 2. Fourth Round Leave may be bid as blocks of time, individual, or random days.
- 3. Leave requests made as fourth round picks do not cause mandatory overtime assignment(s). If the requested leave is not covered by voluntary overtime sign-up, the leave request shall be denied.

17.07 Restricted Days:

- 1. The following dates shall be restricted for the purpose of scheduling time off (Memorial Day Weekend, Independence Day Weekend, Labor Day Weekend, Oktoberfest). At the discretion of the Employer, if one of the state holidays fall on a Friday, Saturday, Sunday, or Monday, the restricted days may include Friday through Monday. Employees may be allowed time off at these holidays on a case-by-case basis as approved by the Executive Director or designee. Days off at the holidays may be limited if needed to accommodate staffing needs.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Accrual

1. The Employer shall provide each full-time employee with the eight (8) hours of paid Sick Leave per calendar month for every full month of paid employment. The Sick Leave shall be applied to the employee's Sick Leave bank and will be available for use on the 1st day of the following month in which it is provided.
2. A new full-time employee shall be advanced a total of forty (40) paid Sick Leave hours, which shall be deposited in the employee's Sick Leave bank and made available to the employee on their date of hire. A new full-time employee shall not accrue additional Sick Leave hours during the first five (5) months of employment, after which time the employee will receive a Sick Leave benefit on a monthly basis at the regular rate of accrual.
3. Paid Sick Leave is available for employees to care for their health and the health of family members as defined by 49.46.210 RCW. An employee shall begin to accrue Sick Leave at the start of employment.
4. When an employee's employment start date, anniversary date, or termination date falls on a day other than the 1st day of a month, the Sick Leave accrual shall be calculated by the exact effective date.
5. Paid Sick Leave hours shall not be earned during any periods of unpaid leave.

18.02 Sick Leave Carryover

1. A maximum amount of nine hundred-sixty (960) Sick Leave hours may be carried over from one calendar year to the next year. Hours in excess of this maximum at midnight on December 31 will be deemed forfeited.

18.03 Sick Leave Balance Notification

1. Employees will be notified of their paid Sick Leave balances each month on their Employee Leave Bank Summary. The Summary shall include any additional paid Sick Leave accrued since last notification, any paid Sick Leave used since last notification, the current balance of paid Sick Leave available for use, and any donations made or received via an optional shared leave program.

18.04 Sick Leave Use and Notification

1. Sick Leave shall be requested and charged to the employee in minimum increments of one quarter hour (0.25).
2. An employee may use accrued paid Sick Leave when absent from work for an authorized reason as defined by Washington State law.
3. Notification of Sick Leave absence shall be given to the on-duty Supervisor, or on-duty staff member on the first day of absence no later than two (2) hours prior to the start time of the assigned shift when possible.

- A. If the need for time off is foreseeable (e.g., a pre-scheduled doctor's visit or medical procedure), an employee must provide a minimum of a least ten (10) days advance notice, or as early as practicable, in advance of the use of paid Sick Leave.
 - B. The employee shall keep a Supervisor apprised of each subsequent day(s) of Sick Leave absence unless prior notification was given for the specific dates and times needed to be absent.
- 4. Whenever reasonably possible, requests and arrangements for long-term medical absences shall be made in advance and directly through the Administrative Services Manager or a designee.
- 5. If an employee is out on Sick Leave for more than three (3) consecutive days for which the employee was required to work, the Employer may require the employee to provide acceptable verification that establishes or confirms the use of paid Sick Leave is for an authorized purpose.
- 6. An employee who requires additional Sick Leave time off for an event that qualifies for the use of paid Sick Leave may be allowed to use accrued annual leave after exhausting all available paid Sick Leave, in compliance with federal and Washington State law, or with the approval of the Executive Director or designee.
- 7. Employees may also request additional time off as leave without pay with the approval of the Executive Director or designee. Before requesting leave without pay, the employee must generally first use any available additional leaves, such as annual leave, compensatory time off, and/or other paid time off prior to going on an unpaid leave status.
- 8. The falsification of paid Sick Leave claims or documents, the willful misrepresentation about a paid Sick Leave condition, or the abuse of any paid Sick Leave provisions shall be subject to disciplinary action.

18.05 Types of Excused Sick Leave

- 1. For the purpose of this Article - Sick Leave, the term "family member" is defined by Washington State Law under RCW 49.46.
- 2. The employer shall follow all state and federal regulations including the Washington State Paid Family Leave Act (PMFL) and the Federal Medical Leave Act (FMLA)
 - A. The employer shall allow employees to utilize sick leave as a supplemental pay while utilizing that State PMFL program to the extent allowed by law.

18.06 Sick Leave Upon Separation

- 1. Upon separation of employment, the Employer shall cash-out twenty-five percent (25%) of an employee's Sick Leave hours payable to the employee at the employee's regular hourly rate of pay; provided, however, no cash-out shall be provided for an employee terminated for cause.

2. Sick Leave Cash-Outs shall only be provided when all of the following criteria are met:
 - A. The employee voluntarily terminates from employment in good standing and provides a minimum two (2) week notice to end employment.
 - B. The employee has completed at least one (1) year of continuous employment as of and counting the last day of employment.
3. In the event of an employee's death, 25% of accrued paid Sick Leave shall be paid directly to the deceased employee's estate.

18.07 Rehire of Employment – Reinstatement of Paid Sick Leave

1. If RiverCom rehires an employee within three-hundred sixty-five (365) days of separation from employment, RiverCom shall reinstate the employees previously accrued, unused paid Sick Leave, less any Sick Leave paid out to the employee at the time of separation from employment.
2. Upon rehire, RiverCom shall provide notification to the employee of the amount of accrued, unused Sick Leave available restored to and for use by the employee.

18.08 Additional Provisions

1. Paid Sick Leave time may be used in other circumstances not covered under this Agreement or RiverCom Paid Sick Leave Policy where the provisions are mandated or allowed by federal or state law.
 - A. Family and Medical Leave Act (FMLA) – Employees may be eligible for certain job protection provisions administered under the Family and Medical Leave Act of 1993 (FMLA).
 - B. Occupational Accident, Injury, and Illness – If an employee is absent from work due to an occupational injury or illness, the provisions for the absence shall be applied according to the Washington State Department of Labor & Industries Worker's Compensation program and RiverCom Administrative Policy: Occupational Accident, Injury, and Illness.

18.09 Sick Leave Use When on Leave

1. If an employee becomes ill or injured while off work using leave, the employee may convert the days they were ill or injured while on 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.

18.10 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.

18.11 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.
2. 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 19 – HOLIDAYS

19.01 Recognized Holidays

1. The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25

2. In lieu of receiving a paid day off on the date of each recognized Holiday, each employee shall earn paid Holiday leave on the same basis as the employees assigned shift for each recognized holiday as set forth above. The total amount of Holiday leave provided each employee equals one hundred ten (110) hours per

calendar year. Holiday time shall be accrued and available to the employee as of the same date as the recognized holiday.

3. When an employee works on a recognized holiday as set forth in this Article, the employee shall be compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay for time worked between the hours of 00:00 to 23:59 on the recognized holiday.
4. An employee may schedule Holiday leave at such time as is mutually agreeable to the Employer and the employee.
5. Holiday hours shall not be earned during any periods of unpaid leave.

19.02 Floating Holiday

1. Each employee shall be credited with Floating Holiday time in the amount of equal to the employees regularly assigned work shift of paid time off per calendar year.
2. The Floating Holiday shall be applied to the employee's leave bank on January 1 of each calendar year. The Floating Holiday shall be accounted for and maintained in a separate leave bank.
3. An employee may take a Floating Holiday leave at such time as is mutually agreeable to the Employer and the employee.
4. Employees hired after January 1 of the calendar year shall have their floating holiday time pro-rated at the rate of 1/12.

19.03 Holiday Leave Maximum Accruals and Carryover

1. Holiday and Floating Holiday time may be accrued up to a combined maximum amount of one hundred sixty (160) hours. If combined accrual exceeds one hundred sixty (160) hours at any time, the excess hours shall be cashed out to the employee at their regular hourly rate of pay on the next available payroll period.
2. Holiday and Floating Holiday time may be carried over up to a combined maximum amount of one hundred twenty (120) hours to December 1 of each year. All hours above the one hundred twenty (120) hour limit as of November 30 will be cashed out to the employee at the employee's regular hourly rate of pay on the next available payroll period.

19.04 Holiday Leave Payout – Separation of Employment

1. When an employee leaves employment for any reason, all accumulated and earned Holiday Leave shall be paid to the employee at their regular hourly rate of pay. In the event of an employee's death, all accumulated and accrued Holiday Leave will be paid to the employee's estate.

ARTICLE 20 ADDITIONAL LEAVE PROVISIONS

20.01 Personal Day Off

1. The purpose of the Personal Day Off is to provide an employee with a special allowance to take one (1) shift of paid time off for an unplanned personal need, health need, or an emergency situation.
2. An employee may use accumulated leave for one (1) Personal Day Off per calendar year. The type of leave taken shall correspond with the type of leave used and accounted for the time off. If the Personal Day Off is taken for health-related purposes, the leave shall be deducted from the employee's sick leave bank. If the Personal Day Off is for any reason not related to health, the leave shall be deducted from the employee's Annual Leave or Holiday Leave bank.
3. A Personal Day Off shall be requested no more than fourteen (14) days in advance of the requested time off. The employee must clearly designate the time off as a Personal Day Off at the time the leave is requested. A Personal Day Off shall be taken as one (1) single full shift and not in portions of a shift. The Personal Day Off may not be incorporated with other scheduled leaves or for the purpose of procuring additional Annual Leave or Holiday Leave.
4. The Personal Day Off may not be used during the following: Apple Blossom weekend(s), Memorial Day weekend, Independence Day weekend, Labor Day weekend, Thanksgiving Day, Christmas Day, New Year's Eve, New Year's Day. The employee shall document the Personal Day Off on a designated leave request form to account for the time off.
5. Work coverage for the Personal Day Off can be covered with mandated overtime, regardless of whether the time off is calculated as Sick Leave, Annual Leave, or Holiday Leave. Short notice overtime rules will apply.

20.02 Bereavement Leave

1. In the case of death in the immediate family of an employee, the employee shall be granted five (5) of their assigned shifts off with pay as Bereavement Leave.
2. For the purposes of administering bereavement leave, the term "immediate family" shall be defined as the employee's spouse, domestic partner, children, grandmother, grandfather, mother, father, sister, brother, and grandchildren, the same immediate family members of spouse or domestic partner, and equivalent step relations to those listed of the employee, spouse, or domestic partner.
3. If additional time off is required for the purpose of bereavement leave, the Executive Director or designee may permit additional time off utilizing accrued leave hours.
4. At the discretion of the Executive Director or designee, an employee may be excused from mandated overtime on the employee's regular days off that fall on either side of the approved bereavement leave.

5. At the discretion of the Executive Director or designee, an employee may be approved for additional leave for additional hours for other similar or related reasons.
6. Employees requesting Bereavement Leave shall provide the full name and relationship of the immediate family member for which the leave is being requested at the time the leave is requested.

20.03 Military Leave

1. An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed the number of working days provide for by law each calendar year. Any working days taken beyond the number of working days provided for by law must be charged as annual leave. During the time he/she is on such leave, the employee shall receive his/her regular pay.
2. Regardless of his/her status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his former position, or one of like seniority, status, and pay provided he/she applies for re-employment within ninety (90) days of his/her discharge or separation, and presents proof of honorable discharge or separation.

A. Leave Extensions

In general, if military service extends more than twenty-one (21) days, the additional leave will be unpaid. An employee who is not eligible for paid military leave shall be provided unpaid leave for a period of their military service in accordance with federal and state law.

ARTICLE 21 - JURY DUTY AND LEGAL SUMMONS

21.01 Jury Duty

1. An employee shall continue to receive his/her regular salary for any period of required service as summoned as a juror. Any jury duty fees or witness fees, excluding milage reimbursement, shall be remitted to Employer in exchange for receiving regular salary for the term of service.
2. When a regular full-time Employee is subpoenaed for jury duty service in any municipal county, state or federal court, said Employee shall advise the Employer upon the receipt of such call, and if taken from work for such service, shall be reimbursed for any loss of wages while actually performing such service; provided he/she conveys to the Employer his/her properly endorsed check and permits the Employer to verify the amount of remuneration received for such services. The Employee shall retain payment for mileage and out-of-pocket expenses.
3. Such Employee subpoenaed for jury duty shall have a special jury duty shift starting at 8:00 a.m. for those days for which the Employee is required to physically

report for duty. Any Employee shall report to their immediate supervisor for the purpose of working the balance of their special jury duty shift.

4. When the employee is first scheduled to report for jury duty, the employee's work schedule shall be amended to allow for a ten (10) hour period of time off between the work time and the jury duty time. The return to work is coordinated with the employee's supervisor recognizing the employee's need for rest or sleep at the conclusion of jury duty and RiverCom's need to cover the work schedule.

21.02 Other Legal Summons – Work Related

1. When subpoenaed to testify as a witness or is subpoenaed in any matter during or arising out of his/her employment and is required to appear in any court competent jurisdiction, any employee's time so used shall be considered on duty and compensated at the appropriate rate.

21.03 Other Legal Summons – Personal

1. When an employee is subpoenaed or summoned to appear for a legal matter, and when the employee is not representing RiverCom, the employee shall be required to utilize personal leave for the purpose of taking time off.

ARTICLE 22 – SPECIAL PAYS

22.01 Travel Time: Employees shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay when traveling to and from authorized training events or other work at remote locations when such activity exceeds the employee's forty (40) hour workweek.

1. Employees who choose to not return to RiverCom from authorized training events or other pre-approved work at any off-site locations, the return time shall not be eligible for employee compensation. For example, if an employee is carpooling with other employees for pre-approved training or any pre-approved work off-site and is dropped off prior to returning to RiverCom, the employee's compensation ends at the time of separation or drop off.

22.02 Court Time: When an employee is required to appear in court as a witness for RiverCom during scheduled days off, the employee shall be compensated for the time required at court, for a minimum period of four (4) hours. The employee shall be paid for the court time at one and one-half (1.5) times the employee's regular hourly rate of pay.

1. For scheduled or subpoenaed court appearances during the normal work week, RiverCom will make an effort to adjust the employee's schedule to allow for the court appearance, while maintaining the 10-hour rest period between shifts. No employee shall be required to take time off or suffer a loss in pay due to adjustments of their shift for court.

22.03 Communications Training Officer (CTO) Pay: 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 eight dollars (\$8.00) per hour for time actively training.

22.04 MSAG/GIS Assignments: Any 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.

22.05 Bilingual Pay: Employees shall receive an additional one hundred fifty dollars (\$150.00) to their monthly salary for fluency in a foreign language deemed necessary for RiverCom 911 operations. Fluency shall be determined by tests standardized for telecommunications by the Administrative Services Department. RiverCom shall determine what if any languages are necessary for the needs of the agency, subject to the approval of the Administrative Services Manager. RiverCom will pay \$150 per month for each language that an employee becomes fluent in.

22.06 Critical Incident Stress Management (CISM): An employee certified and assigned to participate on a CISM team shall receive a straight premium rate of four dollars (\$4.00) per hour for time actively participating on the CISM or a Critical Incident Stress Debriefing event and/or assignment.

22.07 Tactical Dispatching/ Telecommunicator Emergency Response Taskforce (TERT): An employee assigned to participate on a Tactical/ TERT team shall receive a straight premium rate of four dollars (\$4.00) per hour for time actively participating on the Tactical/TERT event and/or assignment.

ARTICLE 23 - GROUP HEALTH CARE INSURANCE

23.01 Medical and Vision Insurance

1. The Employer shall pay 100% of the cost for each employee for the following medical and vision insurance for the life of this agreement:
 - A. LEOFF Health and Welfare Trust, plan F.
2. The Employer shall pay eighty percent (80%) of the premium cost for the employee's spouse, registered domestic partner, or domestic partner established by affidavit, and/or dependents, up to a maximum cap of nine hundred dollars (\$900.00) per month.
 - A. The employee shall comply with any requirements of the applicable insurance provider(s) as required to authenticate or document(s) required to establish domestic partner status.

23.02 Dental Insurance

1. The Employer shall pay on behalf of each employee for employee and dependent coverage for AWC Delta Dental, Plan G.

23.03 Life Insurance

1. The Employer shall pay AWC on behalf of each employee an amount sufficient to provide basic term life insurance with AD&D coverage, in the amount of \$25,000.00.

ARTICLE 24 - RETIREMENT PLAN AND CONTRIBUTIONS

24.01 Washington State Department of Retirement Systems (DRS)

1. Eligibility Requirements and Participation
 - A. All employees who qualify for retirement coverage under the Washington State Department of Retirement Systems: Public Employees Retirement System (PERS) shall mandatorily participate under that plan.
 - B. Employee required contributions to the plan shall be made by payroll deduction on a monthly basis.

24.02 DRS – Deferred Compensation Program (DCP)

1. The Employer shall provide a deferred compensation plan by which employees may voluntarily contribute to an individual deferred compensation account via monthly payroll deduction. The Employer currently offers the Washington State Deferred Compensation Program (DCP) managed through the Washington State Department of Retirement Systems. The employee may contribute up to the maximum annual allowable amount set by the Internal Revenue Service (IRS).
2. New full-time employees hired on or after the date of signature of this agreement by the last signing party shall automatically be enrolled in the Washington State Deferred Compensation Program at the time of hire. The employee contribution will be set at the minimum monthly deferral amount required by the plan and shall be invested in a Retirement Strategy Fund that assumes the employee will retire at age sixty-five (65). The new employee will be provided a 30-day opt out period, starting from the time the employee is notified about automatic enrollment, in which the employee may opt out of DCP without having a deferral.
3. Employer DCP Matching Contributions
 - A. 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.
 - B. 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)

- C. 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.
- D. 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.
- E. 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.

ARTICLE 25 - SAVINGS CLAUSE

25.01 Savings Clause

Should any part or provision in this Agreement be declared invalid by reason of any existing or future legislation or by any lawful court decree, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 26 - RIVERCOM POLICY AND PROCEDURE MANUAL

Changes to Policy and Procedure Manuals

26.01 Management has the right to make amendments and/or modifications to RiverCom's policy and procedure manuals such as the Administrative Policy Manual, Standard Operating Procedures, etc. In the case of minor amendments and/or modifications that are considered managerial prerogatives, the Employer may provide reasonable notice to the employees (14 days) and implement the changes.

- A. The Union does not waive its rights to bargain about the effect of mandatory subjects of bargaining under applicable State Laws except where those rights have been addressed by the provisions in this CBA because the Union and the Employer have already bargained about those rights, and they are set forth in the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 27 - SALARY CALCULATIONS AND PAY PERIODS

27.01 Guidelines

- 1. The application, calculation, and distribution of employee wages, hourly pay, and overtime pay, shall comply with Fair Labor Standards Act (FLSA) guidelines.

27.02 Salary Calculations

- 1. 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. 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 A.
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.

27.03 Payroll Periods

1. Employees are paid monthly on day five (5) of each calendar month for the previous calendar month of work.
2. An employee may elect to receive a mid-month payroll draw of no more than forty percent (40%) of their regular monthly salary, provided the employee works at least forty percent (40%) of their regular work hours prior to the fifteenth (15th) day of the month in which their regular base salary is earned. Mid-month draws shall be paid on day twenty (20) of each calendar month.
3. If a regularly scheduled payday or draw pay falls on a Saturday or Sunday, the pay will be distributed on the first preceding business day. If a regularly scheduled payday or draw pay falls on a holiday, pay will be distributed on the last business day preceding the holiday.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

28.01 Supplemental Agreements: This Agreement may be amended, provided that both parties concur. Supplemental agreements must be completed through negotiations between the parties which can occur at any time during the life of this Agreement. Notification of a desire to negotiate shall be provided to the other party in writing which must specify the section of this Agreement that the requesting party wishes to renegotiate. The negotiations are then limited to those specified sections of this Agreement. Supplemental agreements thus completed hereafter will be signed by the proper Employer and Guild officials.

28.02 Labor/Management Committee: In order to improve Employer/Employee relations, both parties recognize the benefit of labor/management cooperation in improving communication, addressing operational topics, and improving the work environment from the Employer and Employee perspectives. It is the intent of both parties to maintain committees to address specific projects or areas of concern as such needs are identified.

1. The Labor/Management Committee will meet subject to mutual agreement. Both parties shall submit a proposed draft agenda, which will be mutually agreed upon prior to a proposed meeting.
2. The parties agree that under no circumstances shall the Labor/Management Committee address any collective bargaining topics, grievances, arbitrations, potential ULPs and/or other labor issues which could result in disputes.

3. The parties will support the understandings reached by both parties. The Labor/Management Committee shall be composed of three (3) representatives appointed by the Union, and three (3) representatives appointed by the Employer. Additional nonofficial representatives may be added only if mutually agreed upon by the two parties.

28.03 Work Rules: The employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

28.04 Personnel Files: One (1) personnel file shall be maintained and located at the Administrative Services Department. Those files shall contain employment-related documents. On request, employee may review their personnel files. Employees may receive one (1) copy per year of all documents in their personnel file.

1. **Review and Release:** The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

28.05 Mileage Reimbursement: Employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions for all miles driven when conducting RiverCom business, and or attending continuing education courses.

28.06 Reasonable Cause for Drug/Alcohol Testing: Reasonable suspicion testing for alcohol or for state and/or federal controlled substances may be directed by a trained Supervisor, Manager and/or Executive Director for any employee when there is reasonable cause to believe the employee is under the influence or effect of alcohol and/or a state or federally listed controlled substance in violation of applicable RiverCom 911 policy.

1. When reasonable cause exists to believe that an employee is under the influence or exhibiting the effects in violation of applicable policy, the employee will be required to undergo immediate drug and/or alcohol testing by a qualified medical provider or a state certified drug and alcohol testing facility or company.
 - A. Reasonable cause will be based on specific facts and/or observations by a supervisor, manager and/or Executive Director, who has received training in recognizing employees in the workplace who are under the influence of alcohol and/or controlled substances.
2. Prior to reasonable cause and/or substance abuse testing, the affected employee will be afforded an opportunity to seek Union representation with the understanding time is of the essence and will not unreasonably delay the testing.
3. When reasonable cause exists, employees must submit to alcohol, state and/or federally controlled substance testing when requested by a trained supervisor, manager, or Executive Director. A refusal to test is considered the same as a positive test.

4. When an employee is referred for testing, they will be removed immediately from duty and transported to and from the collection site. The cost of testing, including the employee's salary will be paid by the Employer.
5. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to corrective action and/or disciplinary action, up to and including termination.


ARTICLE 29 - TERM OF AGREEMENT


- 29.01** This Agreement shall be in full force and effect from the date of signatures by both parties, except as provided otherwise in this Agreement, and shall remain in full force and effect through December 31, 2026. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in full force and effect while the parties negotiate a subsequent agreement.
- 29.02** If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, either party may proceed to mediation in accordance with statutory provisions.
- 29.03** Wage and Benefit opener for 2024-2026. The parties agree to open negotiations on this Collective Bargaining Agreement in June of 2023, for the purpose of negotiating wages, benefits (Article 28 and Appendix A). Each party is allowed one additional Article to be opened. The parties may mutually agree to open additional items, but absent that mutual agreement, no additional Articles may be proposed beyond the required one opener.

This Agreement is executed this 15 day of February, ~~2022~~ ²⁰²³ Mo 2/19/23

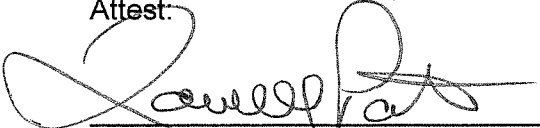
For RiverCom 911

For Teamsters Local 760

Tiffany Hering

Arnold Baker, Chair
RiverCom Administrative Board
Dan Sutton on behalf
of Tiffany Hering, chair


Leonard J. Crouch, Secretary Treasurer
Teamsters Local 760 1.25.23

Attest:


Lowell Porter, Executive Director

ORIGINAL

Appendix A

A1. RiverCom Dispatcher's Guild Wage Scale – Effective January 1, 2023

The following 2023 Telecommunicator Wage Scale is effective starting January 1, 2023.

2023 Telecommunicator Wage Scale							
Step Assignment		% Step Increase	% Above Step D	Monthly Rate	Hourly Rate	OT Rate	Annual Rate
Step A	ENTRY LEVEL			4,403.72	25.41	38.11	52,844.65
Step B	Complete Training – Shift Assignment	5.00%		4,623.91	26.68	40.01	55,486.88
Step C	Complete Probationary Term	5.00%		4,855.10	28.01	42.02	58,261.23
Step D	TELE 1	10.00%	0.00%	5,340.61	30.81	46.22	64,087.35
Step 1	12 Months after Step D	1.25%	1.25%	5,407.37	31.20	46.79	64,888.44
Step 2	24 Months after Step D	1.25%	2.52%	5,474.96	31.59	47.38	65,699.55
Step 3	36 Months after Step D	1.25%	3.80%	5,543.40	31.98	47.97	66,520.79
Step 4	48 Months after Step D	1.25%	5.09%	5,612.69	32.38	48.57	67,352.30
Step 5	60 Months after Step D	1.25%	6.41%	5,682.85	32.79	49.18	68,194.21
Step L1	Years 10 – 11 – 12	5.00%	11.73%	5,967.00	34.43	51.64	71,604.00
Step L2	Years 13 – 14 – 15	1.25%	13.13%	6,041.59	34.86	52.28	72,499.05
Step L3	Years 16 – 17 – 18	1.25%	14.54%	6,117.11	35.29	52.94	72,405.29
Step L4	Years 19 – 20 – 21	1.25%	15.97%	6,193.57	35.73	53.60	74,322.85
Step L5	Years 22 – 23 – 24	1.25%	17.42%	6,270.99	36.18	54.27	72,251.89
Step L6	Years 25 – 26 – 27	1.25%	18.89%	6,349.38	36.63	54.95	76,192.54
Step L7	Years 28 – 29 – 30	1.25%	20.37%	6,428.75	37.09	55.63	77,144.95

A2: 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	0900-1900	34.67
Shift E	1100-2100	48.53
Shift F	1300-2300	62.40
Shift G	1500-0100	83.20
Shift H	1700-0300	97.07
Shift I	1900-0500	110.93
Shift J	2100-0700	124.80

A4: Wage Scale Placement: For employees hired on or after August 1, 2021, placement on the wage scale shall be as follows:

1. 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.
 2. "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, full-time 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.
 3. "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.
 4. 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.
 5. Under no circumstances will wage scale placement, wage scale advancement, or other adjustments be made retroactively.
- A5:** New Employment Classification: 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 Union does not agree with the classification and/or pay rate, the Employer agrees to meet and negotiate the matter.