

Collective Bargaining Agreement

RIVERCOM 911

and

RIVERCOM DISPATCHERS GUILD

January 1, 2020, through December 31, 2020

RiverCom
140 South Mission Street
Wenatchee, WA 98801

TABLE OF CONTENTS

<u>Preamble</u>	1
<u>Guild Recognition and Terms of Participation</u>		
Article 1	Recognition of Guild as Bargaining Representative	1
Article 2	Management Rights.....	2
Article 3	Guild Membership and Security	5
Article 4	Collection and Payment of Guild Dues	5
Article 5	Non-Discrimination Clause	6
Article 6	Guild Business and Activity	6
<u>Terms and Conditions of Employment</u>		
Article 7	Probationary Term of Employment	7
Article 8	Seniority	7
Article 9	Discipline and Disciplinary Procedures	10
Article 10	Grievance and Arbitration Procedure	16
Article 11	Reduction in Force	19
Article 12	Volunteering For User Agencies	19
<u>Work Schedule and Hours</u>		
Article 13	Work Classifications	20
Article 14	Work Week and Schedule	21
<u>Wages, Special Pay, and Other Compensation</u>		
Article 15	Salary Calculations and Pay Periods	24
Article 16	Wage Scale Matrix and Adjustments	25
Article 17	Longevity Pay	26
Article 18	Shift Premiums	26
Article 19	Overtime	26
Article 20	Special Pays	32
<u>Employee Time Off Benefits</u>		
Article 21	Holidays	33
Article 22	Annual Leave	35
Article 23	Sick Leave	43
Article 24	Personal Day Off	49
Article 25	Bereavement Leave	50
Article 26	Military Leave	51
Article 27	Jury Duty and Legal Summons	51

Employee Benefits

Article 28 Group Health Care Insurance 52
Article 29 Washington State Department of Retirement Systems (DRS) 52
Article 30 Social Security and Medicare Programs 52
Article 31 457 Plan - Deferred Compensation Program (DCP) 53

Other Provisions of Agreement

Article 32 Savings Clause 53
Article 33 RiverCom Policy and Procedure Manual 53
Article 34 Supplemental Agreements 54
Article 35 Term of Agreement 54

Additional Attachments

Appendix A: RiverCom Dispatchers Guild Wage Scale A-1

**A COLLECTIVE BARGAINING AGREEMENT BETWEEN
RIVERCOM 911 AND RIVERCOM DISPATCHERS GUILD
Effective: January 1, 2020 – December 31, 2020**

This Collective Bargaining Agreement (CBA) is entered into by and between RiverCom 911, hereinafter referred to as the "Employer" and the RiverCom Dispatchers Guild, hereinafter referred to as the "Guild."

This Collective Bargaining Agreement is hereinafter referred to as the "CBA" and/or the "Agreement."

Preamble:

The terms and conditions of this CBA set forth the wages, hours and working conditions of the employees in the Guild bargaining unit.

Guild Recognition and Terms of Participation:

ARTICLE 1: RECOGNITION OF GUILD AS BARGAINING REPRESENTATIVE

1: Section 1 Bargaining Recognition – Covered Positions

- A. Employer agrees to recognize the Guild as the sole bargaining agent for wages, hours and working conditions for all employees working in Telecommunicator (Emergency Services Dispatcher) positions. Part time employees are subject to Washington State Public Employment Relations Commission (PERC) part time standards.
- B. The Guild does not represent the positions of Director, Managers, Executive Assistant, Shift Supervisor, Administrative or Office Assistant, IT Technician, Radio Communications Technician, GIS Analyst, or other supervisory, confidential, or contracted employees. These positions are excluded from the bargaining unit and are not covered by the terms and conditions in this Agreement.
- C. On January second (2nd) of each year, the Guild will provide a list of Guild Officers to RiverCom Administrative staff.

ARTICLE 2: MANAGEMENT RIGHTS

2: Section 1 Provision of Management Rights

- A. Except as otherwise expressly and specifically 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 specifically limited by this Agreement. The Guild 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. Specific core rights are set forth in this Article 2, Section 2.

2: Section 2 Core Management Rights

- A. 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:
 - i. The right to control the mission, goals, objectives, direction, and operations of the Employer.
 - ii. The right to determine the scope of activities and services.
 - iii. 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.
 - iv. The right to determine the equipment to be used for any and all services.
 - v. The right to determine the number of employees per classification needed to perform services.
 - vi. The right to fix the standards for work to be performed.
 - vii. The right to hire, select, and train employees the way the Employer deems best for the organization.

- viii. The right to discipline employees by verbal reprimand, written reprimand, suspension without pay, and discharge for just cause.
- ix. The right to assign employees to work sites, work locations, and work assignments.
- x. The right to promote, demote, and transfer employees. Disciplinary demotions and transfers shall be subject to the just cause provisions of this Agreement. Operational demotions and transfers shall not be subject to the just cause provisions.
- xi. The right to make all financial decisions, determine the budget, and make amendments and adjustments to the budget from time to time.
- xii. The right to mandate overtime when the Employer determines it is necessary to provide services subject to the provisions of this Agreement.
- xiii. The right to lay off employees by classification when the Employer determines such action to be necessary in accordance with contractual provisions.
- xiv. 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.
- xv. Management performing bargaining unit work in the instruction or demonstration of work methods and procedures; or during emergencies or other circumstances when failure or refusal to perform work would create or result in damage to services, materials, machinery, products, equipment, property, personnel or the public; or in the performance of experimental and developmental work until the Employer determines the work is ready for regular use such as technology changes; or other circumstances which the Employer determines it is appropriate such as when bargaining unit personnel are not reasonably available or short handedness such as when positions are unfilled or employees are ill and/or on annual leave. Examples are when several bargaining unit employees are on Annual Leave, when there is a flu illness making several employees unable to work, etc.

- xvi. Evaluate employees' competency, performance, and direct their work assignments.
- xvii. Contract out for goods and services. Employer may temporarily assign contracted personnel to work with Employer personnel, as needed. The Employer will provide the Guild notification as soon as practical when the Employer contemplates contracting out for goods and/or services. Examples would be for temporary relief of staffing in unusual circumstances, where staffing does not have necessary qualifications and/or training, etc.
- xviii. The ability to implement or discontinue de minimis non-bargained incentive programs, especially those programs or benefits which are dependent on third-party programs or offerings.

2: Section 3

Change of Past Practice

- A. If the Employer chooses to change a non-substantial past practice, the Employer shall provide thirty (30) calendar days' notification, except in the event of an emergency (in which case practical notice is advised), to the Guild and shall provide the Guild with an opportunity to negotiate about the effects of the Employer's proposed change to past practice. The notification to the Guild will contain a proposed date for negotiation of the change and the anticipated date for implementation of the change to the past practice. If an agreement cannot be reached within the thirty (30) calendar day time frame, the Employer has the right to implement the change to past practice subject to further negotiation.

In so far as substantial changes are made to past practices, the Guild may choose to request to bargain the effects of such changes in accordance with the timeline set forth above. Nothing herein constitutes a waiver of the Guild's right to negotiate the effects about substantial past practices changes to wages, hours or working conditions of the bargaining unit. If an agreement cannot be reached within the thirty (30) calendar day time frame, the Employer has the right to implement the change to past practice subject to further negotiation.

The provisions in this Article 2, Section 4(A) do not limit core management rights as specified in this Article 2, Section 2(A) above.

ARTICLE 3: GUILD MEMBERSHIP

3: Section 1 Effective Date

- A. New employees may choose to become members of the Guild after the start date of employment.

ARTICLE 4: COLLECTION AND PAYMENT OF GUILD DUES

4: Section 1 Dues Amount

- A. For those employees who choose to join the Guild and pay monthly dues, the Guild shall set forth the amount to be collected for dues and fees. The Guild shall provide the Employer with written notification of the amounts to be collected from employees who have chosen to join and pay monthly dues and fees.
- B. All Guild activities concerning employee payroll and deductions shall be submitted to RiverCom's administrative-payroll office in a timely manner. Timely manner means that the submission must be made with sufficient time to reasonably permit the administrative-payroll office to implement the changes. Guild activities include obtaining a signed and dated dues deduction authorization card from each employee, should they so choose, who are covered by this CBA.

4: Section 2 Dues Deduction

- A. The Employer agrees to deduct regular monthly dues and other required assessments from the paycheck of an employee covered by this Agreement on condition that the employee has voluntarily chosen to become a member and to pay monthly dues by signing and dating a dues deduction authorization card. The dues shall be paid via monthly payroll deduction. Dues shall be collected and paid to the Guild on a monthly basis through the current payroll system. The Employer is not obligated to deduct monthly dues unless a signed and dated dues deduction authorization card has been submitted to the administrative-payroll office. If an employee chooses to discontinue membership and payment of monthly dues, the Employer shall immediately notify the Guild and cease the deductions upon the employee's submitting a written request to discontinue membership and payment of dues.

4: Section 3 Indemnification

- A. The Guild agrees to indemnify and hold harmless the Employer from any and all liability to any third parties including employees resulting from any and all actions by the Employer to carry out the terms and conditions contained in Article 3: Guild Membership of this Agreement and this Article 4: Collection and Payment of Guild Dues.

4: Section 4 New Employee Orientation

- A. These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Guild representative in writing of any new employee orientation date within a reasonable period of time. The Employer shall provide the name of the employee. A Guild representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Guild membership and dues authorizations.

ARTICLE 5: NON-DISCRIMINATION CLAUSE

5: Section 1 Guild Non-Discrimination

- A. Neither party shall discriminate against any employee because of membership or non-membership in the Guild, nor because of employee's Guild activities as assigned by this Agreement.

5: Section 2 Employment Non-Discrimination

- A. Neither the Employer nor the Guild, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee in the administration or application of the terms of this Agreement because of race, creed, color, sex, age, marital status or national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

ARTICLE 6: GUILD BUSINESS AND ACTIVITY

6: Section 1 Guild Representation: Collective Bargaining Agreement and Administration of Agreement

- A. The Employer shall allow up to two (2) Guild officers with the Guild attorney to attend Collective Bargaining Agreement meetings with the Employer's representatives, without loss of pay. More representatives may be permitted subject to Executive Director's approval, when

negotiations and/or Mediation occur during a Guild officer non work time. No scheduling coverage or shift adjustments shall be provided by the Employer and no overtime shall be incurred as a result of this Article 6, Section 1.

Terms and Conditions of Employment:

ARTICLE 7: PROBATIONARY TERM OF EMPLOYMENT

7: Section 1 Training and Probationary Period

- A. The terms of this Article apply to employees hired after the signing of this CBA by the last signing party. This Article does not apply to employees hired on or before this date. The training and probationary period for employees hired on or before this date shall be governed by the contract in effect at the time of hire.
- B. The training period for new employees shall be approximately six (6) months from the date of hire.
- C. The probationary period for new employees shall be one year (365 days) from successful completion of training for all call-taking and dispatching responsibilities, except for fire and EMS dispatching.

During this period, probationary employees may be terminated without notice at the sole discretion of the Employer. Completion and release from probationary employment shall be provided in writing to the employee. At the discretion of the Employer, probationary employees may have their probationary period extended up to ninety (90) days. Probationary employees may be discharged/terminated without just cause and without any recourse such as the grievance procedures.

- D. 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.

ARTICLE 8: SENIORITY

8: Section 1 Recognition of Seniority

- A. 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.

8: Section 2 Seniority Roster

- A. 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 Guild.

8: Section 3 Seniority Dates Defined

- A. 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:
 - i. "Grandfathered" Seniority of Transferred Employees
 - ii. 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.
 - iii. Employees Hired After July 1, 2004
 - iv. Employees hired by RiverCom after July 1, 2004 (including new hires and lateral hires), shall have seniority calculated starting on their first date of fulltime employment or the latest date of hire within the bargaining unit.
 - v. Employees Hired on Same Date
 - vi. 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 at the time of hire.

8: Section 4 Point of Entry or Re-Entry into Bargaining Unit

- A. 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.
- B. For employees who worked outside of the bargaining unit or left the bargaining unit, but have remained continuously employed with the Employer, and have come into or returned to the bargaining unit prior to September 10, 2008, seniority shall be reduced by the amount of time spent outside of the bargaining unit.
- C. 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.

8: Section 5 Other Seniority Adjustments

A. 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) 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.

B. Rehire After Resignation

Employees rehired into the bargaining unit within one hundred eighty (180) 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.

8: Section 6 Termination of Seniority

- A. An employee's seniority shall terminate on any one of the following conditions:
 - i. Termination of employment

- ii. Resignation of employment that results in the separation of service from RiverCom for more than one hundred eighty (180) days
- iii. Retirement from employment
- iv. Lay-off lasting for twenty four (24) or more consecutive months

ARTICLE 9: DISCIPLINE AND DISCIPLINARY PROCEDURES

9: Section 1 Discipline Causes

- A. The 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:
 - i. Neglect of duty;
 - ii. Inefficiency;
 - iii. Insubordination;
 - iv. Incompetence;
 - v. Disrespectful or impolite references, comments or declarations about or to fellow employees or Management;
 - vi. Conviction of a crime which would have an adverse effect regarding an employee's work, relationships with current employees/employer or brings into question continued suitability in the department;
 - vii. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
 - viii. Misconduct and/or negligent performance of duties;
 - ix. Violation of written or verbal Employer directives, work rules, regulations, policies and procedures;
 - x. Conflict of interest between off-duty activities and official duties;

- xi. Tardiness and/or absenteeism;
- xii. Sexual harassment;
- xiii. 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;
- xiv. Violation of the drug testing policy;
- xv. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Director, or designee;
- xvi. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with standard verbal, written or practiced procedures as determined by the Director, or designee;
- xvii. Failure to timely complete tasks as assigned by the Director and/or management;
- xviii. Any other just causes based on the Employer's policies, procedures, rules and regulations;
- xix. Destruction of Employer's or another employee's property;
- xx. Misuse and/or abuse of sick leave policies;
- xxi. Any strike, slowdown, or sick out;
- xxii. Loss of or failure to maintain necessary licenses, credentials, certifications, continuing education/training, suspension of credentials and certifications, etc.;
- xxiii. Dishonesty, theft, and/or misappropriation;
- xxiv. Any other just causes based on arbitration case law.

9: Section 2 Disciplinary Actions

- A. The Employer may discipline any employee for just cause. Just cause does not mean strict adherence to Arbitrator Dougherty's 7 steps of just cause. The Employer shall have the right to implement the following forms of discipline:
 - i. Verbal reprimand;
 - ii. Written reprimand;
 - iii. Suspension without pay;
 - iv. Demotion, where applicable;
 - v. Discharge or termination.

- B. 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 Director, a designee, or a Manager, or Supervisor. Discipline must be administered in a fair, consistent and impartial manner. Disciplinary actions and the supporting facts must be recorded in writing.

- C. 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: Section 3 Disciplinary Procedures

- A. The Director, or designee, Managers, or Supervisors have the right to administer verbal and/or written reprimands.

- B. The Director, or designee, or Managers have the right to suspend an employee without pay subject to confirmation by the Director.

- C. Only the Director has the right to demote or discharge/terminate an employee.

- D. In the case of disciplinary action which could result in a suspension without pay, demotion or discharge/termination, the Employer shall provide the employee and the Guild representative written notification

of the allegations of violation(s) and/or misconduct(s). This written notification shall address the facts; the rules, regulations, policies and/or procedures violated; and the anticipated discipline.

E. 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 Guild representative may be present to address the allegations. The employee will be provided the opportunity to explain their perspective of the allegations. 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 work days, 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.

F. 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 Guild officer and/or representative be present during the interview and questioning. The employee shall cooperate and respond to questions posed by the Employer. The Guild 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.

- G. 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 Director or designee may immediately suspend the employee with pay pending the outcome of the disciplinary investigation.

- H. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Director or designee. In other words, if the Employer is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- I. The Employer may record and keep in the employee's personnel file verbal and written reprimands. This is necessary to carry out disciplinary action based on progressive discipline. Verbal reprimands shall be maintained for one (1) year. Written reprimands shall be maintained for three (3) years. Unless there is another similar verbal or written reprimand within those timeframes then they will all be maintained of record for the same period of time from the latest misconduct(s) and/or violation(s).
- J. Suspensions without pay, demotions, and discharges/terminations shall remain in the employee's personnel file permanently.
- K. The Executive Director's, or designee's, and Managers' letters, notes or other written records relating to warnings, coaching or similar informal approaches with an employee may be kept by the Administration for disciplinary purposes. These types of learning opportunities shall not constitute formal disciplinary action as addressed above. There is a rolling twelve (12) month period after which the supervisor's notes are removed and may not be used for purposes of progressive discipline. Records about these actions, other than forms of discrimination, harassment, whistleblower, intimidation, bullying and similar subjects are removed unless such records are included in formal disciplinary action, then those records shall be maintained as part of the disciplinary documentation. The keeping of discrimination, harassment, whistleblower, intimidation, bullying, and similar subjects involving warnings, coaching, or similar informal approaches, will be kept for potential liability and litigation purposes, not progressive discipline.
- L. If an employee disagrees with the disciplinary action issued by the Employer, the employee has the right to file a grievance in accordance with the provisions in this Agreement.

9: Section 4 Third Party Complaints

- A. 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 formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be provided to the employee.

9: Section 5 Background Checks

- A. Background checks will be carried out in accordance with state and/or federal law.

9: Section 6 Loss of Credentials

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

9: Section 7 The CBA Discipline and Disciplinary Procedures Supersede Other Conflicting Provisions

- A. The provisions of this Article pertaining to discipline shall supersede any and all conflicting and/or all disciplinary provisions currently in any Employer policies and procedures.

9: Section 8 Disability Discharge/Termination

- A. 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 Guild. Disability discharge/termination is not subject to the grievance procedures in this Agreement.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

10: Section 1 Grievance Definition

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

10: Section 2 Grievance Representation

- A. In the processing, disposition and/or settlement of any grievance, the Guild shall be the exclusive representative of the employee(s).

10: Section 3 Grievance Settlement

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

10: Section 4 Grievance Resolution

- A. Any grievance shall be resolved in the following manner:

STEP 1

The Employer and the Guild, 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 Guild or the employee shall notify the Director by email, facsimile, or personal service. In the case of an Employer grievance against an employee and/or the Guild, the Director shall notify the President of the Guild. 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 President of the Guild 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.

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 Guild. 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 Guild 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.

STEP 3

If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Employer or the Guild 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 Washington State Public Employment Relations Commission (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 CBA. The arbitrator's role is to address the interpretation and application of the provisions of this CBA. The arbitrator shall not have the jurisdiction to make an award that includes punitive damages, forward pay, back pay for more than thirty (30) calendar days before the grievance was timely filed,

interest payments, etc. The arbitrator shall not have the authority to award fees, costs and 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 Guild. Either party may request a court reporter to have a verbatim record to cite to 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: Section 5 Grievance Time Periods

- A. If a grievance is not timely filed, it shall be forever waived and lost.
- B. 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: Section 6 Grievance Rights of an Individual Employee Electing for No Guild Support

- A. 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 (i.e., Shift Supervisor, Operations Manager, and Director) without the intervention of the Guild, 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 Guild 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. The response within the last administrative level within the chain of command ending with the Director shall be binding on the parties.

ARTICLE 11: REDUCTION IN FORCE

11: Section 1 Layoffs

- A. In the event of a layoff, employees shall be laid off in the order of inverse seniority. An employee whose position is eliminated or has a forced reduction in regular work hours shall be considered laid off.

11: Section 2 Recall List

- A. Employees who are laid off or have their work hours reduced shall be placed on a recall list in order of seniority to be retained for a period of two (2) years. Laid off employee(s) will be offered employment in any available vacancy for which they have recall rights provided they remain fully qualified for the position. An employee who waives an offer of recall to the original position from which they were laid off shall be removed from the recall list.

11: Section 3 Maintenance of Employee Information

- A. The laid-off employee shall be responsible for notifying the Administrative Services Manager of any change in their address or telephone number during the recall period.

11: Section 4 Employment Reinstatement

- A. Employees who are recalled shall be reinstated with all rights formerly attained, including accrued sick leave and Annual Leave, less any which may have been paid out upon layoff. The seniority date shall be adjusted to reflect the time on layoff, but the employee shall otherwise retain all service credit held at the time of layoff.
- B. Employees recalled to their former position shall be appointed to the step and pay range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

ARTICLE 12: VOLUNTEERING FOR USER AGENCIES

12: Section 1 Volunteer Work for User Agencies

- A. 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.

- B. Employees shall notify the 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, EVOC, reserve officer, inter-agency training, etc. Ride alongs do not require pre-approval.

Work Schedule and Hours:

ARTICLE 13: WORK CLASSIFICATIONS

13: Section 1 Full-Time Employee

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

13: Section 2 Regular Part-Time Employee

- A. A part time employee is an employee who regularly works at least eighty (80) hours per calendar month but does not meet the qualifications of a full-time employee. A regular part-time employee shall receive benefits as provided by law and prorated benefits provided for in this Agreement.
- B. A part-time employee shall be eligible to work no more than forty (40) additional hours per month beyond their part-time schedule unless mutually agreed upon by the Director, the employee, and the Guild President.
- C. A part-time employee will not be mandated to work any additional hours beyond their regular part-time schedule.

13: Section 3 Independent Contractors

- A. Independent contractors may be used to do the work that current staff is unqualified to do based on the scope of the employee's job description. Independent contractors can be used to support current Telecommunicators. If the work of the bargaining unit personnel exceeds the available personnel or causes significant overtime, as determined by management, then the Employer has the right to temporarily hire independent contractors, third parties, etc., to carry out the necessary work and services along with the existing bargaining unit personnel.

ARTICLE 14: WORK WEEK AND SCHEDULE

14: Section 1 Workweek

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

14: Section 2 Work Period

- A. The established regular work period for each employee includes a total of forty (40) compensable hours utilized within the designated workweek.

14: Section 3 Work Hours

- A. The established work shift for each employee covered by this Agreement is ten (10) consecutive hours in a twenty-four (24) hour period.

14: Section 4 Established Work Schedule

- A. The Employer has the right to control the scheduling of all work. Work hours shall be established by the Employer and based upon the operational and/or financial need of the Agency.
- B. The established work schedule for each classification shall apply equally to all fulltime employees working within that classification and under this Agreement.
- C. The established work schedule for each employee covered by this agreement shall be defined over a two (2) week period wherein the employee works:
- Five (5) consecutive shifts with four (4) days off, followed by three (3) consecutive shifts with two (2) days off; or,
 - Three (3) consecutive shifts with four (4) days off, followed by five (5) consecutive shifts with two (2) days off.
- D. If it is deemed necessary to modify the established hours during the term of this Agreement, the effected classification will be provided sixty (60) days written notification of the change.

14: Section 5 Shift Bidding

- A. Quarterly shift assignments shall be awarded based on seniority. Supervisors select/bid shifts based on their promotion date to Supervisor. Telecommunicators select/bid shifts based on office seniority.
- B. 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.
- C. Employees shall bid for shifts after the Shift Supervisors have selected their shifts.
- D. 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), email, cell phone, home phone, and/or page. Once the notification has been completed and documented in the radio log 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.
- E. If a shift vacancy occurs during the year and the vacancy is re-posted for bid, seniority shall apply.
- F. A new employee shall be assigned a shift and schedule at their time of hire based on shift and schedule availability and operational needs.

14: Section 6 Shift Modifications

- A. Shift assignments may be modified with thirty (30) days written notice, or as otherwise mutually agreed.
- B. 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.

14: Section 7 Daylight Savings Time

- A. 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.
- B. 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.

14: Section 8 Rest Breaks

- A. The Employer shall provide each employee with a paid fifteen (15) minute break for 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."

14: Section 9 Meal Periods

- A. 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. Telecommunicators will remain on the premises during their paid meal period. The employer will continue practice of allowing one dispatcher to make a 'food run' if more than one dispatcher is participating with the break except during staffing constraints or unanticipated workload.
- B. 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.
- C. The Employer may, during emergencies, unanticipated workloads, or staffing constraints such as sick leave usage, short notice absences, etc., as determined by management, require Telecommunicators to have their meal period at their work station.

Wages, Special Pay, and Other Compensation:

ARTICLE 15: SALARY CALCULATIONS AND PAY PERIODS

15: Section 1 Guidelines

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

15: Section 2 Salary Calculations

- A. Employees covered by this Agreement shall be compensated in accordance with the Wage Scale Matrix as prescribed in Article 16.
- B. An employee's base monthly salary includes the basic pay grade, longevity pay, and any shift premiums as indicated per the contractual wage scale.
- C. 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.
- D. When an employee's employment start date, anniversary date, termination date, or other effective date falls on a day other than the 1st of a month, all regular earnings shall be calculated by the effective date.

15: Section 3 Payroll Periods

- A. Employees are paid monthly on day five (5) of each calendar month for the previous calendar month of work.
- B. An employee may elect to receive a mid-month payroll draw of no more than forty-percent (40%) of their regular monthly salary. Mid-month draws shall be paid on day twenty (20) of each calendar month.
- C. 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 16: WAGE SCALE MATRIX AND ADJUSTMENTS

16: Section 1 Wage Scale Steps

- A. Employees on the four-step scale shall advance from Step 1 through Step 4 each year following their anniversary date of hire.
- B. At the discretion of the Director, an employee may be placed up to Step 3 of the scale at the time of hire based on previous level of experience.

16: Section 2 Wage Scale – Matrix and Adjustments

- A. All wage percentage amounts listed on Appendix A: Wage Scale are based on the top-step base wage for each classification. Wage Scale increases or other wage adjustments shall be applied to the top-step base wage for each classification.

16: Section 3 Wage Scale – Base Wage Amounts

- A. Effective January 1, 2020, the Employer will implement a two- and one-half percent (2.5%) wage increase. Employees employed on the date the last signing party signs this Agreement will be eligible for retroactive pay. No employee who has left employment in the interim will receive retroactive pay.
- B. Any person who has left the employment for whatever reason(s) prior to the signing of this CBA by the last signing party, shall not be eligible for any retroactive pay increases nor any benefit changes provided in this agreement.

16: Section 4 New Employment Classifications

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

16: Section 5 Lateral Hires

- A. Lateral hires, or employees hired with previous full-time dispatcher experience with another agency (law, fire, and medical) after July 1, 2004, shall be given, for the purposes of wage scale advancement only, credit for one-half (1/2) their months of fulltime service at their prior

agency provided they have not been away from dispatching for more than two years.

- B. The wage scale advancement shall be provided only after successful completion of the employee's designated training period and shall be applied on the employee's first date of work on a regularly assigned shift. The wage scale adjustment shall not be applied retroactively, shall not exceed the top wage scale step for the position in which the individual is employed, and the credit shall not be applied to any other calculations such as seniority, longevity, or leave accruals.

ARTICLE 17: LONGEVITY PAY

17: Section 1 Longevity Scale

- A. Longevity Pay shall be applied to the employee's base salary starting the first day of the year of fulltime continuous service listed as follows. The percentage (%) increase is calculated by the top step of the position classification (Telecommunicator Step 4).

<u>Years of Service</u>	<u>Longevity Pay</u>
5 Years	2.0%
10 Years	4.0%
15 Years	6.0%
20 Years	8.0%
25 Years	10.0%

- B. In circumstances of lateral hire, longevity accrual shall begin on the employee's first day of employment.

ARTICLE 18: SHIFT PREMIUMS

18: Section 1 Shift Premium Schedule

- A. Each employee shall receive the following shift premium based on the employee's regular assigned scheduled. The shift premium shall be added to the employee's regular monthly base wage per the following schedule.

Shift A	(03:00-13:00)	\$ 55.47
Shift B	(05:00-15:00)	\$ 34.67
Shift C	(07:00-17:00)	\$ 20.80
Shift D	(11:00-21:00)	\$ 48.53
Shift E	(13:00-23:00)	\$ 62.40

Shift F	(15:00-01:00)	\$ 83.20
Shift G	(17:00-03:00)	\$ 97.07
Shift H	(19:00-05:00)	\$110.93
Shift I	(21:00-07:00)	\$124.80

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

18: Section 2 Assignment of Shift Premium

- A. Shift premiums are assigned to the shift schedule, not the employee. When an employee's regularly assigned shift schedule is changed, the shift premium will at the same time be adjusted accordingly. Employees do not receive a different shift premium or adjustment when working a temporary assignment or shift.

18: Section 3 New Shift Schedule

- A. If a new shift schedule is created by the Director (not included in this Article's schedule), then a Shift Premium shall be calculated for the new shift assignment based on the same methodology used for the other shift schedules listed in this Article 18, Section 1(B).

ARTICLE 19: OVERTIME

19: Section 1 Definition of Overtime

- A. Employees shall be paid an overtime rate of one and one-half (1.5) times their regular hourly rate of pay for hours worked in excess of their regular work hours or in excess of the designated forty (40) hour work week including compensable hours.
- B. Compensable hours shall be defined as any hours in which compensation is paid to an employee, including, but not limited to, paid Annual Leave, Holiday Leave, Sick Leave, and compensatory time off.

19: Section 2 Approval of Overtime

- A. All overtime worked must be authorized by the Director, a Manager, or a Shift Supervisor.
- B. An employee working unauthorized overtime may be subject to discipline.

- C. Probationary employees may only be eligible to work overtime on a conditional basis and as authorized by the Director, Operations Manager, or the training supervisor.

19: Section 3 Short Notice Overtime

- A. The Employer, with reasonable notice based on the circumstances, has the right to adjust an employee's shift hours, in which case the applicable daily overtime threshold shall not apply.
- B. Overtime assignments which become known to the Employer and employee with less than twenty-four (24) hours' notice, shall be made in accordance with the Employer's established overtime assignment policy. Sick Leave call outs, whether they come with short notice or not, are included in this category.

19: Section 4 Documentation of Overtime

- A. The employee shall accurately document and certify all overtime hours worked. For each overtime period worked, the employee shall complete an accurate Overtime Form.
- B. 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.

19: Section 5 Office Seniority "Bumping"

- A. Except as otherwise noted, employees with greater office seniority may "bump," or take an overtime shift from a less senior employee. Office seniority includes both current Guild seniority merged with Shift Supervisor seniority dates.

19: Section 6 Assignment of Overtime

- A. In cases where overtime has been posted with a minimum of sixty (60) calendar days' notice, the overtime assignment shall be made on or near the first Wednesday of each month for the following month. Once the overtime is assigned, seniority bumping shall not occur.
- B. In cases where overtime has been posted with less than sixty (60) calendar days' notice or in urgent and/or exigent circumstances, the

overtime shall be assigned as quickly as necessary on a "first come, first serve" basis in order to efficiently and effectively cover the vacancy. Every effort shall be made to apply office seniority. However, under these circumstances only, "office seniority bumping" may only occur with a minimum fourteen (14) calendar days' notice of the particular overtime assignment, provided the "bumping" employee gives notice via Spillmail to both the scheduling supervisor and the employee getting "bumped." If an employee fails to make such arrangements they are subject to discipline.

19: Section 7 Overtime Hours Tracking List

- A. 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. (Examples: If today's date is 09/21/09, the previous rolling twelve (12) months overtime totals would be calculated from September 2008 to August 2009. If today's date is 10/01/09, the previous rolling twelve (12) months overtime totals would be calculated from October 2008 to September 2009.)
- B. 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.

19: Section 8 Voluntary Overtime Sign-Up

- A. When overtime vacancies become available, operations employees shall have the opportunity to voluntarily sign-up for posted overtime hours. The availability of overtime shall be equitably communicated through the established mode(s) of communication.
- B. The scheduling supervisor shall take into account, and shall use discretion, as to how blocks of overtime are assigned and shall provide consistency and fairness in order to cover vacancies efficiently and effectively.
- C. In general, voluntary overtime sign-up shall be subject to office seniority applied across the board.

19: Section 9

Mandatory Overtime: Assignment and Distribution

- A. Mandatory overtime shall be assigned when a shift vacancy is created by 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.
- B. Mandatory overtime assignments shall be made by the Director, Operations Manager, or a Shift Supervisor.
- C. Shift vacancies that are subject to mandatory overtime, that have been posted for a minimum of seven (7) calendar days, and have not been filled by voluntary sign-up shall be filled through a mandatory overtime assignment.
- D. Employees shall be exempt from mandated overtime if they have previously worked two-hundred (200) or more overtime hours within the preceding twelve (12) month period. This will incentivize employees to work as much overtime as possible. This provision is subject to subparagraph E, as follows.
- E. **The Unusual Event:** In the unusual event that all Telecommunicators and Shift Supervisors are unavailable for overtime because of having reached the 200 hour threshold (as described in Section 9(D) of this article) and other reasons (e.g. leaves and/or the provisions of Section 19.10 are triggered), RiverCom may temporarily mandate overtime to employees who have reached the 200 hour threshold, provided that the first available employee(s) with the least amount of overtime over the 200 hour threshold will be mandated. After the mandatory overtime is assigned and filled for that event, the overtime threshold cap will revert to 200 hours and those employees who have achieved the 200 hour threshold will not be subject to mandatory overtime.
- F. The Employer shall first attempt to fill mandatory overtime by shift extensions making any given shift no more than twelve (12) consecutive hours. This shall be accomplished by an extension of shift holdover, extension of shift early start, and/or a partial shift mandate of overtime.
- G. Mandated overtime shall be distributed equitably among operations personnel (Telecommunicators and non-represented Shift Supervisors) by office seniority who are *below* two-hundred (200) total hours of overtime worked within the previous twelve (12) month period. The

order of eligibility shall begin with the employee with the least amount of overtime hours worked within the twelve (12) month period and continue from lowest to highest amount of overtime hours worked.

- H. In the event that two (2) employees have the same numbers of accumulated overtime hours, the overtime assignment shall be filled based on the employee with the least amount of Office Seniority.
- I. 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.

19: Section 10 Mandatory Overtime: Scheduling Guidelines

- A. Mandatory overtime scheduled on an employee's day off shall not exceed six (6) consecutive hours, unless the employee agrees to work additional time, however, no more than twelve (12) consecutive hours shall be assigned at any given time.
- B. Mandatory overtime shall not be assigned to an employee if it will cause the employee to work a double-back shift. A "double-back" shift is defined as a shift having less than ten (10) hours of time separating two consecutive periods of time worked.
- C. Mandatory overtime shall not be assigned to an employee if it requires or results in that employee having to work seven (7) or more consecutive days, unless the employee has voluntarily signed up for overtime.
- D. 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.
- E. An employee off work on a time exchange shall not be subject to mandatory overtime.

19: Section 11 Cancellation of Overtime Shifts

- A. 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.

19: Section 12 Exclusion of Emergency Situations

- A. In the event of an emergency requiring immediate assistance as determined by management, refer to the RiverCom Administrative Policy: Emergency Call-Back.

19: Section 13 Compensatory Time

- A. Employees may elect to receive compensatory time in lieu of paid overtime. The number of overtime hours worked shall be calculated by time and one-half (1.5) and credited to the employee's comp time bank.
- B. The period for compensatory accrual and use shall commence on December 1 and end on November 30 of the following year. During this period, employees may accrue up to a maximum amount of forty (40) hours of compensatory time. However, compensatory time shall not be carried-over from one period to the next. Accrued compensatory time must be utilized in full by November 30. Any compensatory time remaining in the employee's bank on November 30 shall be automatically cashed out to the employee at their regular hourly rate of pay.

ARTICLE 20: SPECIAL PAYS

20: Section 1 Travel Time

- A. 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.

20: Section 2 Court Time

- A. When an employee is required to appear in court as a witness for RiverCom during off-duty hours, 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.
- B. For court appearances lasting less than four (4) hours, the employee may waive the four (4) hour requirement or report to RiverCom to complete the remainder of the minimum four (4) hour period.

20: Section 3 Shift Adjustments

- A. The Employer may modify scheduled days off-or-on duty in exceptional situations which are defined as an unforeseen occurrence, civil disorder, natural disaster, a life threatening situation, or other bona fide emergencies (see also Annual Leave Black-Out Dates). All shift adjustments scheduled with less than seventy-two (72) hours' notice shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay. The special pay for a schedule change made with less than seventy-two (72) hours' notice applies only to the changed hours, not the entire shift (unless the entire shift is a change). The employee is still required to work a full ten (10)-hour shift, unless otherwise approved to take paid time off.

20: Section 4 Cancelled Shifts

- A. An employee assigned to a shift that is cancelled with less than seventy-two (72) hours' notice shall be paid and work for all hours originally scheduled at the employee's regular hourly rate of pay. The pay and work requirement may be waived by mutual agreement between the employee and Employer.

20: Section 5 Training and Certified Training Officer (CTO) Pay

- A. An employee who is assigned to train another employee(s) shall receive a straight premium rate of two dollars (\$2.00) per hour as additional pay for authorized time training on the Dispatch floor. All trainers assigned to a new employee(s) must be a Certified Training Officer certified by the Criminal Justice Training Commission in order to receive the additional special pay.

Employee Time Off Benefits:

ARTICLE 21: HOLIDAYS

21: Section 1 Recognized Holidays

- A. 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
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

- B. In lieu of receiving a paid day off on the date of each recognized Holiday, each employee shall earn eight (8) hours of paid Holiday leave for each recognized holiday set forth in Article 21, Section 1. The total amount of Holiday leave provided each employee equals eighty (80) hours per calendar year. Holiday time shall be accrued and available to the employee as of the same date as the recognized holiday.
- C. When an employee works on a recognized holiday as set forth in this Article, Section 1, A, 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. The pay shall be paid to the employee on the payroll processing period following the month in which the holiday time was worked.
- D. An employee may schedule Holiday leave at such time as is mutually agreeable to the Employer and the employee.
- E. Holiday hours shall not be earned during any periods of unpaid leave.

21: Section 2 Floating Holiday

- A. Each employee shall be credited with Floating Holiday time in the amount of eight (8) hours of paid time off per calendar year.
- B. 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.
- C. An employee may take a Floating Holiday leave at such time as is mutually agreeable to the Employer and the employee.
- D. Employees hired after January 1 of the calendar year shall have their floating holiday time pro-rated at the rate of 1/12.

21: Section 3 Holiday Leave Maximum Accruals and Carryover

- A. 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.
- B. 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.

21: Section 4 Holiday Leave Payout – Separation of Employment

- A. 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 shall be paid directly to the deceased employee's estate.

ARTICLE 22: ANNUAL LEAVE

22: Section 1 Annual Leave Accrual

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

<u>Years of Service (inclusive)</u>	<u>Rates of Accrual</u>
0- 2 Years (0 through 24 Months)	96 Hours Annually (8 Hours /Mo.)
3-4 Years (25 through 48 Months)	120 Hours Annually (10 Hours /Mo.)
5-9 Years (49 through 108 Months)	144 Hours Annually (12 Hours /Mo.)
10-14 Years (109 through 168 Months)	168 Hours Annually (14 Hours /Mo.)
15-19 Years (169 through 228 Months)	192 Hours Annually (16 Hours /Mo.)
+ Years (229 Months or more)	216 Hours Annually (18 Hours /Mo.)

- B. 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.)

- C. 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.
- D. 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.
- E. Annual hours shall not be earned for any periods of unpaid leave.
- F. Employees beginning employment on or after the date of signature of this agreement by the last signing party shall accrue and be provided with Annual Leave as follows:

Annual Leave will be earned at the rate listed above in Section 1 of this Article. However, Annual Leave usage will become available beginning on the first day of the year following the employee's start date of employment with RiverCom. For example, if an employee begins employment on March 1 they would start to earn Annual Leave at the rate of eight (8) hours per month and would accrue Annual Leave for the following nine (9) months; the accumulated total would equal seventy-two (72) hours of Annual Leave as of December 31 of the same year. The accrued Annual Leave will be made available for use to the employee on January 1 of the following calendar year. In subsequent years, the same method of Annual Leave calculation and application shall apply; Annual Leave earned during any given calendar year shall be made available to the employee on January 1 of the following year.

22: Section 2 Annual Leave Maximum Accruals and Carryover

- A. 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 (200) hours. An employee who has more than two hundred (200) Annual hours accrued as of January 1, shall automatically have their Annual Leave bank reduced to two hundred (200) hours, without compensation.

22: Section 3 Annual Leave Payout – Separation of Employment

- A. 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.

22: Section 4 Annual Leave Approval and Schedule Guidelines

- A. Annual Leave shall be requested and approved of in quarter-hour (0.25) increments.
- B. In all cases, Annual Leave approval shall be based on operational need, work load, 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 Annual Leave or other leave during that same time period, then the maximum number of Telecommunicators allowed to take leave shall then be three (3).
- C. Employees on other types of paid leaves (excluding FMLA leave and military leave) shall count as being off the schedule for the purposes of "first come, first served" Annual Leave requests and the availability of time off.
- D. When guaranteed vacation picks are chronologically attached to regular shifts, and other scheduled days off, the entire segment of time shall be considered guaranteed time off.

22: Section 5 Annual Leave Requests and Bidding Process

- A. Employees shall make Annual Leave requests through an established bidding process. The bidding process shall include four categories by which employees may make Annual Leave selections: First, Second, Third, and Fourth Round Annual Leave.
- B. Annual Leave bidding processes shall take place after annual shift bidding has been completed for the subsequent calendar year.
- C. Annual Leave bidding for the following calendar year may be scheduled to commence as early as August and shall begin no later than October 1.
- D. Employees shall have accrued the appropriate number of leave hours and have that time available before the employee goes out on the approved leave.

- E. Once a guaranteed Annual Leave request has been approved, the employee shall not convert the leave to a different type of time off, except between holiday and annual or when otherwise approved by the Director.
- F. If an employee wishes to cancel guaranteed Annual 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.
- G. If an employee cancels guaranteed Annual 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.
- H. Blocks of a Annual 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.

22: Section 6 First and Second Round Annual Leave

- A. First and Second Round Annual Leave bid processes shall take precedence over other types of Annual Leave requests.
- B. First and Second Round Annual Leave bidding processes are subject to the following:
 - i. Each employee shall be notified when they are next in line for the Annual Leave bid. Notification shall be made by one or all of the following: in person (at work), email, cell phone, home phone, and/or text.
 - ii. Once the notification has been completed and documented with date and time, the employee shall have thirty-six (36) hours to sign up for Annual Leave. If after notification, the employee fails to submit their bid within the thirty-six (36) hour period, the Annual 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.

- iii. First and Second Round Annual Leave bids shall be awarded in order of seniority, with Shift Supervisors selecting first, followed by Telecommunicators.

C. First Round Annual Leave Bidding

- i. In this round, employees may select and bid up to eighty (80) hours of Annual Leave for the subsequent calendar year. The Annual Leave must be bid as one (1) two (2)-week block of time OR two (2) one (1)-week blocks of time. First Round Annual Leave shall not be bid for individual or random days.
- ii. In the First Round of Annual Leave selection, there are two (2) Annual Leave “slots” available to Telecommunicators for each day of the year, and four (4) “slots” on Wednesdays.
- iii. Shift Supervisor Annual Leave “slots” cannot be filled by Telecommunicators in the first round.
- iv. Annual Leave awarded in the first round of the bidding process may result in mandatory overtime assignment(s).

v. Second Round Annual Leave Bidding

- vi. A second round of Annual Leave bidding shall commence following soon after the completion of the First Round Annual Leave bidding process.
- vii. In this round, employees may select and bid up to eighty (80) hours of Annual Leave that must be scheduled as one (1) week blocks of time. Remaining hours may then be taken as individual or random days.
- viii. In the Second Round of Annual Leave selection, there are two (2) Annual Leave “slots” available to Telecommunicators for each day of the year, and four (4) “slots” on Wednesdays.
- ix. For six (6) months, September through February, Telecommunicators may take the Shift Supervisor third (and 5th and 6th on Wednesdays) Annual Leave “slot,” if the slot is vacant, and the Telecommunicator is on the Second Round Annual Leave

bid. For six (6) months, March through August, Telecommunicators may not take the third Shift Supervisor Annual Leave slot on the Second Round pick.

- x. Annual Leave awarded in the second round of the bidding process may result in mandatory overtime assignment(s).

22: Section 7 Third and Fourth Round Annual Leave

- A. A third and fourth round for Annual Leave bidding shall be opened and conducted simultaneously following the completion of the Second Round Annual Leave bidding process. The Employer will determine the process for Third and Fourth Round Annual Leave bidding based on the Employer's reasonable assessment of scheduling and operational needs for efficient and productive services.
- B. Third and Fourth Round Annual Leave bidding processes are subject to the following:
 - i. Shift Supervisors shall have up to two (2) weeks to make Third Round Annual Leave selections in June, July, and August. At the completion of the selection, or at two (2) weeks, selection of Third Round Annual Leave shall begin. This Third Round process shall be made on a "first come, first served" basis for all employees, including Shift Supervisors and Telecommunicators.
 - ii. The Director, the Operations Manager, or the scheduling Shift Supervisor shall notify all operations personnel via RiverCom email of the exact date and time that Third and Fourth Round Annual Leave requests will be accepted.
 - iii. The acceptance of such requests shall commence at a pre-designated date and time at least seven (7) days after all Second Round Annual Leave bids have been completed, processed, and updated in the system.
 - iv. Third and Fourth Round Annual Leave requests must be made to the Scheduling Supervisor via the scheduling system and/or RiverCom email 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 Director.

- v. Unless where otherwise noted, one round shall not take precedence over another and shall be awarded on a "first come, first served" basis. When more than one (1) request for the same date is received at the same time, the award shall be based on Office Seniority.
- vi. Third and Fourth Round Annual Leave may be subject to cancellation in the event of sudden and decreased staffing levels, as determined by the Director, Operations Manager, and/or the Guild Board so as not to create a hardship on other employees if and when a vacant shift(s) needs to be unexpectedly covered.

C. Third Round Annual Leave Bidding

- i. Employees may select and bid up to fifty (50) hours of Third Round Annual Leave for any calendar year.
- ii. Third Round Annual Leave may be bid as blocks of time, individual, or random days.
- iii. Third Round Annual 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, Section 4.
- iv. Annual Leave awarded as a Third Round Annual Leave selection may result in mandatory overtime assignment(s).

D. Fourth Round Annual Leave Bidding

- i. Fourth Round Annual Leave requests shall be approved on a conditional basis; the request for time off shall be dependent on scheduling and work load requirements as determined by management.
- ii. Fourth Round Annual Leave may be bid as blocks of time, individual, or random days.
- iii. Annual 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.

22: Section 8 Annual Leave Black-Out Dates

- A. The following dates shall be designated as Annual Leave black-out dates unless as otherwise approved by the Director or designee, or the Operations Manager:
- Apple Blossom weekend
 - Memorial Day weekend
 - Independence Day weekend
 - Labor Day weekend
- B. At any time, including during the bidding process, an employee may submit a request for Annual Leave during a black-out period; however, such requests will not be considered until thirty (30) days prior to the black-out weekend whereby approval shall be based on staffing levels and workload during the black-out period. If more than one employee submits a leave request for the same black-out date, the “first come, first served” rule shall apply.

22: Section 9 Employee Leave Sharing Program

- A. An employee may receive Annual Leave and Holiday 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 Annual Leave and Holiday Leave donation shall be permitted with prior approval by the Director, or a designee.
- B. When an affected employee submits a validated written request to activate the “Annual Leave Donation” program, any individual employee may donate to the requesting employee a combined maximum of forty (40) accrued Annual Leave and Holiday 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 the requesting employee has exhausted all of their leave banks (annual leave, holiday leaves, sick leave, wellness hours, and compensatory time).

ARTICLE 23: SICK LEAVE

23: Section 1 Sick Leave Accrual

- A. Paid Sick Leave is available for employees to care for their health and the health of certain family members. An employee shall begin to accrue Sick Leave at the start of employment.
- B. 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.
- C. Washington's Paid Sick Leave Law requires employees to accrue, at a minimum, one (1) hour of paid sick leave for every forty (40) hours of actual work. In the event a RiverCom employee accrues more than 8 hours of Sick Leave in a month based on hours worked, RiverCom will credit the employee with additional Sick Leave hours in his or her bank to account for the difference.
- D. 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.
- E. Paid Sick Leave hours shall not be earned during any periods of unpaid leave, including unpaid leave, including unpaid leave under federal FMLA, Washington State Paid Family and Medical Leave, or leave granted as a disability accommodation.
- F. Paid Sick Leave will not be advanced to employees, except to new employees, as set forth below. Employees shall not be allowed to use accrued Sick Leave to receive compensation and benefits for time off as a bridge toward a retirement or separation date, unless they otherwise qualify for use of such leave.
- G. 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.

23: Section 2 Sick Leave Carryover

- A. 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.

23: Section 3 Sick Leave Balance Notification

- A. 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.

23: Section 4 Sick Leave Use and Notification

- A. Sick Leave shall be requested and charged to the employee in minimum increments of fifteen (15) minutes.
- B. An employee may use accrued paid Sick Leave when absent from work for an authorized reason as outlined in Section 5: Types of Excused Sick Leave, or under federal or Washington State law.
- C. Notification of Sick Leave absence shall be given to the Operations Manager or the on-duty Shift Supervisor on the first day of absence no later than two (2) hours prior to the start time of the assigned shift. 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. If the need for time off is not foreseeable (*e.g.*, the unexpected illness of an employee or family member), notice shall be provided before the requested start of a shift. All Sick Leave notification shall be made directly by the employee, and not a delegate or third party, unless the employee is incapacitated from doing so and/or is otherwise unable to communicate. 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.
- D. Advance notification requirements for using Paid Family Medical Leave under Washington State law differ from the notification requirements

for using paid Sick Leave. For example, the Paid Family Leave statute requires thirty (30) days' written notice for foreseeable leaves.

- E. Whenever possible, employees are strongly encouraged to pre-schedule discretionary health care appointments during off-duty time.
- F. 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.
- G. 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 shall require the employee to provide acceptable verification that establishes or confirms the use of paid Sick Leave is for an authorized purpose.
- H. 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.
- I. Employees may also request additional time off as leave without pay with the approval of the Executive Director. 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.
- J. 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.

23: Section 5 Types of Excused Sick Leave

- A. For the purpose of this Article 23: Sick Leave, the term "family member" is defined as the following:
 - i. An employee's spouse or registered domestic partner or domestic partner established by affidavit;
 - ii. A biological child, adopted child, foster child, stepchild, or a child to whom the employee stands *in loco parentis*, is a legal guardian, or is a *de facto* parent, regardless of age or dependency status, and the same child of a spouse or registered domestic partner;

- iii. A biological parent, adoptive parent, *de facto* parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or domestic partner established by affidavit, or a person who stood *in loco parentis* when the employee was a minor child;
 - iv. A grandparent of an employee or the employee's spouse or registered domestic partner or domestic partner established by affidavit;
 - v. A grandchild of an employee, the employee's spouse or registered domestic partner or domestic partner established by affidavit;
 - vi. A sibling of an employee.
- B. Employees are obligated to inform RiverCom within 30 calendar days of any change in a relationship (*e.g.*, divorce, termination of a domestic partnership) that impacts access to benefits.
- C. Employees are eligible to utilize paid Sick Leave for the following reasons which cause the employee to be absent from work:
- i. An employee's physical or mental illness, injury, or health condition to accommodate an employee's need for preventive care; to accommodate an employee's need for medical diagnosis, care, or treatment of a physical or mental illness, injury, or health condition.
 - ii. To allow an employee to provide care for a family member with a physical or mental illness, injury, or health condition; care for a family member who needs preventive care; care for a family member who needs medical diagnosis, care, or treatment of a physical or mental illness, injury, or health condition.
 - iii. An employee's exposure to or the presence of contagious disease that would jeopardize the health of others, and during an enforced quarantine of the employee by a public health official.
 - iv. Closure of an employee's place of business or a child's school or place of care by order of a public official for any health-related reason
 - v. Maternity Leave for an expectant mother, including the birth and newborn care of a child.

- vi. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking. Note: the definition of the term "family member" under the Domestic Violence Leave law is different from the definition of "family member" that applies to paid Sick Leave under this CBA.
- vii. Additional leave may be available for certain situations pursuant to federal or state law subject to management's rights to seek appropriate health care provider confirmation/certification of the legitimacy of the request for additional leave. Such benefits may be provided separately from sick leave and/or may run concurrently with sick leave benefits.

23: Section 6 Sick Leave Upon Separation

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

23: Section 7 Rehire of Employment – Reinstatement of Paid Sick Leave

- A. If RiverCom rehires an employee within three-hundred sixty-five (365) days of separation from employment, RiverCom shall reinstate the employee's previously accrued, unused paid Sick Leave, less any Sick Leave paid out to the employee at the time of separation from employment.

- B. 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.

23: Section 8 Additional Provisions

- A. Paid Sick Leave time may be used in other circumstances not covered under this CBA or RiverCom Paid Sick Leave Policy where the provisions are mandated or allowed by federal or state law.
 - i. 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).
 - ii. 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.
 - iii. Washington State Paid Family and Medical Leave (PFML) – Employees may qualify for Paid Family and Medical Leave starting January 1, 2020. Washington State employees who have worked 820 hours or more in the qualifying period and experience a qualifying event have access to PFML. The PFML benefit is administered by the Washington State Employment Security Department. You can find information at: www.paidleave.wa.gov/benefit.guide. RiverCom does not offer supplemental benefits to be used along with PFML. RiverCom will offer basic requirements permitted under the law.

23: Section 9 Sick Leave Use When on Annual Leave

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

23: Section 10 Wellness Incentive

- A. 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.
- B. Employees may accrue wellness hours throughout the year. However, accrued wellness time must be utilized in full by November 30. Any wellness time remaining in the employee's bank on November 30 shall be automatically cashed out to the employee at their regular hourly rate of pay on the next available payroll period.

ARTICLE 24: PERSONAL DAY OFF

24: Section 1 Personal Day Off

- A. 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.
- B. 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.
- C. 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.

- D. The Personal Day Off may not be used during the following: Apple Blossom weekend, Independence Day weekend, Labor Day weekend, Memorial Day weekend, New Year's Eve, New Year's Day, Christmas Day, Thanksgiving Day.
- E. The employee shall document the Personal Day Off on a designated leave request form to account for the time off.
- F. 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.

ARTICLE 25: BEREAVEMENT LEAVE

25: Section 1 Application of Bereavement Leave

- A. In the case of death in the immediate family of an employee, the employee shall be granted three (3) of their assigned shifts off with pay as Bereavement Leave.

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.

- B. If additional time off is required for the purpose of bereavement leave, the employee may use accrued sick leave hours up to two (2) additional shifts.
- C. At the discretion of the Director, 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.
- D. At the discretion of the Director, an employee may be approved for additional leave for additional hours for other similar or related reasons.
- E. 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.

ARTICLE 26: MILITARY LEAVE

26: Section 1 Eligible Service and Leave

- A. Eligible military service includes active military duty and Reserve or National Guard training. All regular part-time and fulltime employees performing official military service in accordance with federal and state law shall receive paid military leave for up to a total of twenty-one (21) working days per USERRA year cycle for military service.

Leave Extensions

- A. 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.

Documentation

- A. The employee performing military service is required to provide the Administrative Services Manager with copies of their military orders per the order directions. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

ARTICLE 27: JURY DUTY AND LEGAL SUMMONS

27: Section 1 Jury Duty

- A. When an employee is subpoenaed to serve as a member of a jury, the employee shall be released from work on paid time. The employee shall be released from their scheduled work to accommodate jury duty time and shall not be mandated for overtime.

When the employee is first scheduled to report for jury duty, the employee's work schedule shall be amended to allow for an eight (8) 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.

27: Section 2 Other Legal and Court Subpoenas

- A. 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.

Employee Benefits:

ARTICLE 28: GROUP HEALTH CARE INSURANCE

28: Section 1 Description of Benefit

- A. The Employer agrees to maintain medical benefits subject to the provisions of the LEOFF Health and Welfare Trust, Plan F.
- B. The Employer agrees to maintain dental benefits subject to the provisions of the AWC Delta Dental of Washington, Plan G.
- C. The Employer shall pay one hundred-percent (100%) of the premium cost for the employee.
- D. 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 cap of eight hundred fifty dollars (\$850.00) per month. The employee shall comply with any requirements of the applicable insurance provider(s) as regards the type of authentication necessary to establish domestic partner status.

ARTICLE 29: WASHINGTON STATE DEPARTMENT OF RETIREMENT SYSTEMS (DRS)

- 29: Section 1 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.

ARTICLE 30: SOCIAL SECURITY AND MEDICARE PROGRAMS

- 30: Section 1 Employees shall be members of the Social Security System and Medicare systems. Contributions shall be paid via payroll taxes deducted from monthly earnings.

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

31: Section 1 Deferred Compensation Program (DCP)

- A. 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).
- B. 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.

Other Provisions of Agreement:

ARTICLE 32: SAVINGS CLAUSE

- 32: Section 1 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 33: RIVERCOM POLICY AND PROCEDURE MANUAL

33: Section 1 Changes to Policy and Procedure Manuals

- A. Management has the right to make minor 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, the employer will provide written notification but will have no obligation to bargain the decision and the effects. The decision to change policies is not negotiable.

- B. Management has the right to make substantial amendments and/or modifications to RiverCom's policy and procedure manuals such as the Administrative Policy Manual, Standard Operating Procedures, etc. If management chooses to make substantial amendments, the Employer will not have to bargain about the decision but will provide written notice to the Guild of the changes and will address effects bargaining only within a reasonable period of time not to exceed sixty (60) calendar days from the date of the notice to the Guild if the Guild requests to bargain the effects. If the Guild does not request to bargain the effects within five (5) calendar days of the notice, the Employer has the right to implement the changes. If there is bargaining about the effects within the time frame indicated above then the results of the effects bargaining will be implemented. If there is no conclusion to the effects bargaining, the Employer has the right to implement the changes with a thirty (30) calendar day notice to the Guild. The decision to change the policies is not negotiable.

ARTICLE 34: SUPPLEMENTAL AGREEMENTS

- 34: Section 1 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.

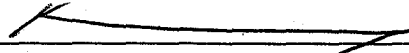
ARTICLE 35: TERM OF AGREEMENT

The terms of this Agreement shall become effective January 1, 2020, and shall remain in effect through December 31, 2020. Terms and conditions within this agreement that are different from the prior agreement will be effective prospectively only following the date of signature by the last signing party, unless a specific effective date is set forth within this agreement.

[Signature page follows.]

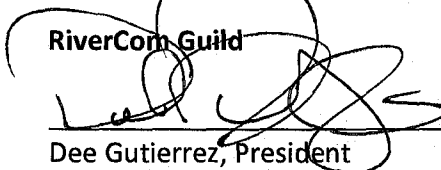
This Agreement is executed this 12 day of August, 2020.

RiverCom 911




Kevin Overbay, Chair
RiverCom Administrative Board

RiverCom Guild



Dee Gutierrez, President
RiverCom Guild

ATTEST:



Misty Viebrock, Executive Director
RiverCom 911

RIVERCOM 911

Appendix A: 2020 RIVERCOM DISPATCHERS GUILD WAGE SCALE

Step Wages were increased by 2.50% effective January 1, 2020

STEP WAGES

	Year 1 (0-12 Months)	Year 2 (13-24 Months)	Year 3 (25-36 Months)	Year 4 (37-48 Months)
TELECOMMUNICATOR	STEP 1	STEP 2	STEP 3	STEP 4
Monthly Salary	3,832.91	4,058.37	4,283.84	4,509.30
Annual Salary	45,994.91	48,700.49	51,406.08	54,111.66
Hourly Rate	22.11	23.41	24.71	26.02
Overtime Rate	33.17	35.12	37.07	39.02

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

LONGEVITY PLAN

5 Years (49-108 Months)	10 Years (109-168 Months)	Years 15-19 (168-228 Months)	20 Years (229-288 Months)	Years 25+ (289+ Months)
90.19	180.37	270.56	360.74	450.93
1,082.23	2,164.47	3,246.70	4,328.93	5,411.17
0.52	1.04	1.56	2.08	2.60
0.78	1.56	2.34	3.12	3.90