

AGREEMENT

Between

CLARK REGIONAL EMERGENCY SERVICES AGENCY

and

CLARK COUNTY 911 SUPERVISOR GUILD

DECEMBER 16, 2023 – DECEMBER 31, 2025

EXHIBITS AND APPENDICES

Appendix A: Salary Schedules



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1. RECOGNITION

- 1.1.** Clark Regional Emergency Services Agency (CRESA) recognizes and acknowledges that the Guild is the exclusive collective bargaining agent for the purposes stated in RCW 41.56 for all regular full-time and regular part-time 9-1-1 Communications Dispatch Supervisors, exclusive of all other employees of the Agency.
- 1.2.** The Guild recognizes that the Agency is a Public Development Authority formed by Clark County and serving jurisdictions within Clark and neighboring counties and that it has no taxing authority.

2. DEFINITIONS

For the purposes of this Agreement, the following terms and words are hereby defined as follows:

- **Acting Supervisor** – –An employee who is assigned and trained to perform substantial duties of the higher classification of a supervisor (previous titles as Acting Watch Commander or Lead) Also can be the most senior dispatcher or a qualified volunteer who is temporarily assigned to serve as a supervisor in the absence of a Supervisor or Lead.
- **Administrative Leave** – Leave for administrative purposes, which may be paid or unpaid, but not charged against an employee's accumulated paid leave balances.
- **Administrative Shift Change (ASC)** – Paid leave during a transition, such as to a different shift, in order to ensure employees receive at least the regular number of scheduled hours that they otherwise would have received during that pay period.
- **Agency** – Means the Clark Regional Emergency Services Agency (CRESA).
- **Base Rate of Pay** – The rate of pay corresponds with the employee's range and step, excluding shift differential and all forms of premium pay and/or allowance.
- **Core Position** – A core position is a Budgeted FTE position.
- **Date of Hire** – The date an employee begins employment with the **Agency** or, after a break in service of not longer than twenty four (24) months, resumes employment with the Agency.
- **Demotion** – Appointment of an employee (either voluntarily or involuntarily) to a position in a classification with a lower maximum salary step.
- **Domestic Partnership** – Eligible domestic partnerships under this Agreement are those recognized by State and federal law.
- **Eliminated Position (FTE)** – Occurs when there is a reduction in the number of Full-Time Equivalent budgeted positions by the Agency and covered by this agreement. The elimination is intended to be permanent.
- **Employee** - Means regular full-time and regular part-time 9-1-1 Communications Dispatch Supervisors.
- **FMLA** – The Family and Medical Leave Act of 1993 (FMLA) is a federal law that provides job protection and benefits continuation when an employee takes leave from work to care for a new child or to care for serious health situations involving covered family members or the employee.

- **Full-Time Equivalent (FTE)** – A full-time position (e.g. 1.0 FTE means the worker’s position is equivalent to full-time; 0.5 FTE means the worker is part-time).
- **Float** – A full-time position available for bidding but may have their shifts flexed or changed to ensure minimum hours of work are maintained.
- **Grievance** – A dispute regarding application or interpretation of specific terms of the collective bargaining agreement.
- **Guild** – Clark County 911 Supervisor Guild.
- **Interest-Based Bargaining (IBB)** – is a problem-solving/consensus approach to negotiations that focuses on the interests of the parties. It may also be known as “win-win,” collaborative bargaining or principled bargaining.
- **Labor-Management Committee (LMC)** – A Joint committee comprised of labor and management to address issues as they arise.
- **Leaves of Absence (LOA)** – Formally requested and approved leave, either paid, unpaid, or a combination of paid and unpaid.
- **Mandatory** – When an employee is required to come in before, hold over after, or come in on a regularly scheduled day off to fill minimum staffing needs.
- **Meets Expectations** – Performance meets and maintains acceptable job performance and conduct expectations. Employee performs the job tasks and responsibilities satisfactorily.
- **Minimum Staffing** – The minimum number of staff required to fill all mandatory supervisory positions on the dispatch floor throughout the day.
- **New Shifts** – A new shift is a shift that **was not** available during the annual shift bid process.
- **Open Shift.** An open shift occurs when an employee either resigns from a Guild-represented position or separates Agency employment.
- **Past Practice** – A course of conduct which both parties’ principals are aware of and is of sufficient duration that the parties may be assumed to have consented to the course of conduct.
- **Probationary Period** – Probation is the last phase of a selection process, designed to provide both the employee and management with an opportunity to confirm the employment relationship, and is the period of active employment following hire, rehire, or promotion (see

Article 10). The probationary period will be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer except as otherwise required by law or this Agreement.

- **Recall** – Return to duty from layoff from an established recall list. (See **Article 10**)
- **Regular Employee** – Means an employee who occupies a regular budgeted position.
- **Regular Rate of Pay** – The employee's regular rate of pay includes the employee's base rate of pay plus all premium payments (shift differential, training pay, out of class pay, etc.) excluding premium compensation for overtime.
- **Regular Status** – An employee who has successfully completed the probationary period for their assigned position.
- **Reinstatement** – An employee may be reinstated to a vacant Guild position in which s/he has been formerly employed and has satisfactorily completed the probationary period as long as there has not been a break in service from a Guild position of more than twenty-four (24) months. Upon reinstatement, the employee's previously acquired service credits will be reinstated for accrual purposes, less the break in service. The employee will be returned to the highest salary step attained in that position, and time previously served at the step will be credited toward eligibility for the next step increase. The employee's sick leave balance at the time of termination will also be restored, less any sick leave cashed out upon separation. A reinstated employee is not required to serve a new probationary period.
- **Guild Seniority** – Seniority based on total length of continuous service with the Agency in positions represented by the Guild.
 - **Classification Seniority** – Seniority based on total length of continuous service with the Agency in a particular classification plus seniority accrued in any higher classification.
- **Shift Blocks** – Management, in consultation with the Guild, will designate each shift in a shift block, day shift, swing shift, or graveyard shift on either A-side or B-side. There will also be a float shift available on both sides. Day shifts will be considered those which start from 0445 to 1044 hours. Swing shifts will be considered those which start from 1045 to 1844 hours. Graveyard shifts will be considered those which start from 1845 to 0444 hours. Actual shift starting times are determined by the Agency.
- **Vacant Shift** – A vacant shift occurs from a leave of absence for ninety (90) days or longer when the incumbent is expected to return before the end of the annual shift assignment. Assignments to a vacant shift will continue until the incumbent returns.
- **Vacant Position** – A vacant position is an unfilled (unhired) but budgeted FTE.

3. GUILD SECURITY

- 3.1. New Hires and Separations.** The Agency agrees to provide the Guild with written notification within thirty (30) days of new hires and separations from the bargaining unit in a fashion mutually agreeable to the parties. A thirty (30)-minute meeting with the Guild representative will be included as part of new employee orientation.
- 3.2. Dues Processing.** The Guild will notify the Agency of its initiation fees and dues. The Agency will deduct such initiation fees and Guild dues from the wages of the employees who have authorized such deductions in writing, and forward them to the Guild each pay period. Each pay period the Agency will submit the dues to the address and name provided by the Guild, accompanied by a list of dues-paying employees, their salaries and the amount of their dues.
- 3.3. Revocation.** An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
- 3.4. Indemnification.** The Guild will indemnify the Agency against any and all liability which may arise by reason of the deduction by the Agency of money for Guild membership dues from employee's wages in accordance with employee authorizations furnished to it by the Guild.
- 3.5. Posting of Agreement.** The Agency will make this Agreement, and any memoranda of understanding or letters of agreement related to it, available on its computer systems in a location accessible by employees.

4. GUILD REPRESENTATIVES AND ACTIVITIES

- 4.1. Guild representatives.** Certain members of the Guild will be selected to serve as authorized Guild representatives and the Guild will inform the Agency, in writing, of the names of its representative who are authorized to represent it. This information will be kept up-to-date at all times. Only persons so designated will be accepted by the Agency as representatives of the Guild.
- 4.2. Access.** The representatives indicated in **Article 4.1** above who wish to visit the Agency or visit an employee may do so provided that they do not interfere with or cause the employee to neglect his/her work.
- 4.3. Release Time.** Members of the Executive Board will be released from duty or have their hours adjusted without loss of pay to represent the Guild at negotiations sessions and LMC. No other compensation or time off will be granted for Guild activities that take place during the employee's off-duty hour.
- 4.4.** All other Guild business will be conducted on off-duty time.
- 4.5.** Agency will approve up to ten (10) combined hours per year (for all Executive Board members, regardless of represented group) of Guild Release Time for members of the Executive Board to attend to Guild related business. The Guild will give the Agency at least fourteen (14) days' notice and will identify which E-Board member(s) will be taking leave. If additional executive board members are added, the Agency will approve an additional 5 combined hours per year.
- 4.6.** Guild representatives will request permission from the Operations Manager for release time.
- 4.7. Bulletin Boards or agency internal webpage.** The Agency agrees to furnish and maintain a suitable bulletin board in the general work area of the employees or an accessible internal webpage that the guild can use for communications.

5. MANAGEMENT RIGHTS

- 5.1.** Except as expressly abridged by a specific provision of the Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Agency and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:
- 5.1.1.** The determination of the services to be rendered;
 - 5.1.2.** The determination of the Agency's financial, budgetary, accounting and organizational policies and procedures;
 - 5.1.3.** The development, interpretation and application of personnel programs, policies and procedures not inconsistent with the terms of this agreement;
 - 5.1.4.** The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, and transfer employees; the right to discipline regular employees for just cause or the right to discipline and/or terminate employment of probationary employees for any lawful reason; the right to lay off employees due to lack of work or funds or elimination of positions; the right to establish reasonable standards of performance, attendance, and conduct and evaluate employees; the right to establish hours of operation and employee work schedules ; the right to schedule and approve employee vacations and absences and to determine minimum staffing standards; the right to purchase, dispose of and determine the use of equipment and supplies; and the right to contract out or assign bargaining unit work to non-bargaining unit personnel, except insofar as it may result in the layoff of bargaining unit personnel.

6. NON-DISCRIMINATION

- 6.1.** The provision of this Agreement will be applied equally to all employees in the bargaining unit without illegal discrimination and will be in conformity with all applicable state and/or federal law.

7. STRIKES AND LOCKOUTS

- 7.1.** It is the intention of the parties to settle all differences between the Agency and the Guild through the grievance and arbitration provisions of this Agreement. Therefore, the Agency agrees that it will not lock out employees. The Guild, its agents, officers and representatives, and bargaining unit members agree that there will not be any strikes, slowdowns, primary picketing, boycotts, mass sick calls, sit-down or other disruption or work stoppage during the life of this Agreement.
- 7.2.** The Agency may reprimand, suspend, demote, terminate or otherwise discipline any employee who actively engages in such action against the Agency during the life of this Agreement. Disciplinary action taken by the Agency pursuant to this Article is not subject to the grievance procedure established by this Agreement.
- 7.3.** It is recognized that due to the uniqueness of this Agency and its emergency police, fire and medical dispatching responsibilities, a work stoppage of the Agency from a secondary picket line will directly place in extreme jeopardy the lives, the property and the safety of all citizens of Clark County and portions of Cowlitz and Skamania Counties. In the event any person, including members of other bargaining units of the Clark County 911 Supervisor Guild, engage in any strike or refusal to work, when such is not directed against this Agency, the Guild will specifically authorize, direct and assist said members to cross any picket line, report for work, and carry out their assigned responsibilities. Any refusal to work or failure to cross picket lines by members of the bargaining unit will be a violation of the Agreement. Such employees may be disciplined and/or discharged for such an action pursuant to **Article 7.2** above.
- 7.4.** The Guild agrees to hold the Agency harmless for any actions taken against the Agency as a result of any violation of this Article.

8. REINSTATEMENT AND REHIRE

8.1. Reinstatement. A former CRESA Supervisor represented by the Guild or a current CRESA employee in a non-Guild represented position may be reinstated to a vacant supervisor position in which he/she was formerly employed and satisfactorily completed the probation period, as long as the continuous break in service from and reinstatement to the Supervisor position is less than twenty four (24) consecutive months. Reinstatement is based upon management's discretion and must be approved by the Director or designee.

8.1.1. Reinstatement Rights – Former CRESA Supervisor. A reinstated Supervisor will have her/his previously acquired Guild seniority reinstated, less the break in service. The Supervisor's sick leave balance at the time of separation will also be restored, less any sick leave cashed out on separation. The Supervisor will be placed at the highest previously held salary step for the position and time served at that step will be credited toward the next step increase. A reinstated Supervisor is not required to serve a new probationary period.

8.1.2. Reinstatement Rights – Current CRESA Employee, Non-Guild Positions. A current employee working in a non-Guild represented position requesting reinstatement to a previously held Guild-represented supervisor position will be reinstated to her/his Guild Seniority less the break in service. The supervisor will be placed at the highest previously held salary step for the reinstated position and time served at that step will be credited toward the next step increase.

8.1.2.1. A current CRESA employee who has been out of a Guild-represented position for more than twenty four (24) consecutive months may request to be assigned to a previously held Guild-represented position with the understanding that the employee will retain her/his Agency seniority. The employee's Guild seniority will be reset to the date the employee resumes her/his Guild-represented position. The employee will be placed at the highest previously held salary step for the position at the time of separation from the Guild-represented position.

8.2. Rehire. A rehired supervisor – one who returns to employment in a previously held Guild-represented position after a separation from the Agency of more than twelve (12) consecutive months – will have their Guild seniority "reset" effective upon their new hire date. New probationary periods are required for any rehired supervisor.

9. HOURS OF WORK

9.1. Normal Work Schedule.

- 9.1.1.** A normal Dispatch Supervisor work schedule will consist of four (4) consecutive ten hour and fifteen minute (10.25) work days with four (4) consecutive days off except during weeks with scheduled training days as in **Article 9.4.**
- 9.1.2.** **“Partial Exemption.”** The work schedule defined above is compliant with the FLSA’s (Fair Labor Standards Act) “partial exemption” clause [29 U.S.C §207(b)] having gained consent of the represented employees through the ratification of this bargaining agreement. Employees who are required to work an additional shift as a result of annual shift transitions will receive their regular straight-time rate for all such hours.

9.2. Administrative Shift Change. Employees required to transition to new schedules, including those resulting from the annual shift bid who, as a result of approved transition schedules, are required to work less than their new regular schedule, will be entitled to administrative shift change pay as necessary to achieve pay for the same number of scheduled hours as the new shift for the pay period.

- 9.2.1.** Except for temporary schedule changes or administrative shift transitions, all regularly scheduled workdays on and off will be consecutive.

9.3. Scheduled Start Times. The Agency will determine the starting and ending times for supervisor shifts such that adequate coverage is provided during all hours of the day and days of the week. The Agency agrees to consult with the Guild prior to making any changes to the master schedule. Subject to the limitations and conditions herein, employees will be assigned to shifts by Classification seniority.

- 9.3.1.** Day shifts will be considered those that start from 0445 to 1044 hours. Swing shifts will be considered to be those which start from 1045 – 1844. Grave shifts will be considered to be those which start from 1845 to 2359 hours. In addition to these core supervisor shifts, one float shift will be available on each side when staffing levels allow. This float shift will select a base shift that can have the following start times: 0900, 1100, 1300 or 1500. Actual shift starting times are determined by the Agency.

9.4. Continuing Dispatch Education (CDE). Each employee may complete up to sixty (60) hours of training per year, collectively referred to as Continuing Dispatch Education. The hours of CDE will include mandatory attendance at four (4) pre-scheduled eight (8) hour in-service training days (totaling thirty-two (32) hours) and completion of up to twenty-eight (28) hours of elective training. Employees will not receive overtime for attending approved training unless and until all CDE hours have been used.

- 9.4.1. In-Service Training Day.** There will be four (4) pre-scheduled eight (8) hour in-service training days per side. In the event that a scheduled in-service day ends materially prior to the scheduled end time, employees will be given the choice of making up the hours (e.g., by working the floor, completing additional training); using available PTO or compensatory time to make up the difference between actual and scheduled training hours; or taking unpaid leave for remainder of the scheduled training day. Two (2) of the in-service days will be in the spring (to be scheduled between February 1 and May 15 and two (2) will be in the fall (to be scheduled between September 10 and November 20). The Agency will schedule training days in a combined fashion unless operating or logistical needs require a split format. Unless otherwise agreed, there will be no more than two (2) split in-services per year, per side. There will be no more than one (1) in-service training day schedule per side, per calendar month. In-service days will be scheduled during short pay periods if such pay periods occur during the relevant scheduling window. All in-service training days will be included on the annual schedule prior to the annual shift bid process.
- 9.4.2. Elective Training.** Each employee may be paid for up to a maximum of twenty-eight (28) hours of elective training per year. Elective training opportunities that qualify for Continuing Education training hours will be approved by the Operations Manager, Training Coordinator or designee and will be published throughout the year for employees to review and sign up for.
- 9.4.2.1. Elective Training Selection.** Employees are responsible for selecting and successfully completing mandatory Continuing Education for required certification including but not limited to ACCESS, EMD, and CPR. Employees in specialty positions are expected to use six (6) hours of their elective training per specialty position, (as defined by Written Directive) to complete Continuing Education requirements for specialty positions they hold.
- 9.4.2.2.** Supervisors can complete their elective training in any combination of before shift, after shift, or days off, but not during their regularly scheduled work shift.
- 9.4.2.3.** It is the employee's responsibility to reschedule any elective training affected by voluntary or mandatory shift changes.
- 9.4.2.4.** By signing up for Continuing Dispatch Education classes, employees are essentially scheduling themselves for a workday. An employee who signs up for a class and then fails to show without forty-eight (48) hours' notice, may have the absence treated as an unscheduled absence and it may be treated according to the Attendance Directive. Additionally, any unscheduled absence, under this category will result in a reduction of required elective hours.
- 9.4.2.5.** Annual elective hours will be prorated based on the trainee's completion of probation.

- 9.4.2.6. Employees on a Leave of Absence, FMLA, or in training, for ninety (90) calendar days or longer, will be offered the opportunity to pro-rate the required elective training based on the actual number of months worked for the year. Any elective training voluntarily missed will result in a reduction in overall annual pay.
 - 9.4.2.7. **Compensation.** All time spent attending Continuing Dispatch Education training is considered "regular hours" and is compensated at straight time. Elective training hours completed by an employee on a regular work day are not subject to overtime provisions or shift differential.
- 9.5. **Annual Shift Bid.** Supervisors will bid prior to Dispatchers and Call Takers. Shift transitions will occur between January 16th and January 31st. Supervisors desire to bid before Dispatchers and Call Takers alternating years, Management will take any necessary action to facilitate a discussion or mediation between both guilds to resolve this topic, including PERC if necessary.
- 9.6. **Supervisory Shift Bid.** Supervisors have a significant influence on the work environment, leadership and day-to-day oversight of shift activity. Supervisors are accountable to understand and consistently apply all Agency policies, goals, procedures and expectations. To ensure the Supervisors' success and accountability, CRESA has an obligation to provide equal opportunity for training and to improve contact with and accessibility to managers and managerial resources. Creating a rotating schedule for the Supervisory staff will better provide that contact. To that end, Supervisors shall rotate shifts within the following provisions:
 - 9.6.1. Generally, Supervisors may not work the night shift more than two (2) consecutive years.
 - 9.6.2. In the event a supervisor elects to stay on night shift more than two (2) years, they may with approval from the Operations Manager or Deputy Director.
 - 9.6.3. Supervisors will bid by classification seniority.
 - 9.6.4. Supervisory shift bids will be for one (1) year.
 - 9.6.5. Three (3) Supervisors will be allowed to pick any available shift as long as twenty-four (24) hour coverage is assured and each Supervisor has at least a two (2) hour overlap with another Supervisor.
 - 9.6.6. An exception to 24-hour coverage may exist for no more than 2 hours if that gap occurs during the weekly rotation between sides.
- 9.7. **Filling Shifts.** Once management has determined a shift will be filled, the procedure below will apply.
 - 9.7.1. **Probationary Supervisors.** Supervisors on probation will be assigned to a shift at the discretion of the Agency; provided the Agency will not require another supervisor to change shifts to accommodate placement of a probationary employee. When the employee's training period is completed, a "Trickle Down" shift bid will occur to fill whatever shift(s) need(s) to be filled.
 - 9.7.2. **"Trickle-Down" Shift Bid.**

- 9.7.2.1.** Employees may bid for a shift that becomes available as a result of the Trickle Down process. Employee participation is voluntary.
- 9.7.2.2.** Notice of the "Trickle Down" bid date and time will be posted for fourteen (14) calendar days. If an employee is going to be gone for an extended period, it is their responsibility to make their wishes known, in writing, to a Guild Officer.
- 9.7.2.3.** Shifts will be filled by Classification Seniority from the employees who participate.
- 9.7.2.4.** Any employee who voluntarily moves to a new shift as a result of a Trickle Down bid must resubmit any vacation requests previously approved.

9.8. Reassigning Shifts Due to Layoff. If a layoff is required (**Article 10.6**), management will identify which shifts will remain opened. Management will work with the Guild to determine the best way to transition employees to remaining shifts.

9.9. Shift Movements. At the conclusion of vacation bidding process, supervisors will adjust their schedules to satisfy requirements of Section 13.6.3. This will happen during the monthly supervisor meeting in December. Participation at this meeting is mandatory.

9.9.1 For the 2024 shift year, this process will happen at the first monthly supervisor meeting after ratification of this agreement.

9.9.2 Short Notice Shift Movements. Any time notification of an unplanned absence by a supervisor is made that will be longer than 3 consecutive shifts of 10.25 hours, an assessment of coverage will be made by the Operations Manager to ensure coverage requirements are met.

9.9.3 Approved work restrictions may also necessitate adjustments to fulfill coverage requirements.

9.9.4 In the event that a change in hours is necessary to provide coverage, any employee who voluntarily elects to flex their normal shift hours by 4 or more hours, will receive a five percent (5%) premium for the hours worked that fall outside their normal scheduled shift.

9.9.5 In addition to the premium, supervisors flexing their schedules for coverage will not be subject to mandatory overtime assignments for that shift.

9.9.6 Every attempt will be made to allow approved vacations affected by a mandatory move (adjusting for a change in day off patterns as needed).

9.9.7 These shift movements will not be made on a mandatory basis for short notice sick calls.

9.9.8 Supervisors will not be subject to shift movements with less than 14 calendar days notice.

9.10. Shift Trades. Supervisors may trade one or more shifts during a work period provided the trade complies with the following conditions:

- 9.10.1.** The Agency is provided notice of the trade and it has the approval of the Operations Manager or her/his designee.

- 9.10.2. It can be accomplished without additional cost to the Agency and will be reported for payroll purposes as if both supervisors had worked their regular shifts.
- 9.10.3. It would not unduly interfere with the operations of the Agency.
- 9.10.4. It is a voluntary request on the part of the employees and not at the behest of the Agency.
- 9.10.5. The trade occurs between Supervisors, or between a Supervisor and an Acting Supervisor. Trades between Acting Supervisors and Supervisors will count toward coverage requirements in Article 13.6.3 & 13.6.3.1.
- 9.10.6. **Overtime Restriction.** Overtime will not be paid for the hours traded, even if the trade results in an employee working more than ten (10) hours in a work day or forty (40) hours in a work week.
- 9.10.7. **Failure to show for a scheduled trade.** Employees who fail to meet the trade requirements may be subject to corrective action and/or a "trade-ban".
 - 9.10.7.1. Vacation time will be deducted from the employee who was originally scheduled to work, if the shift is not covered.
 - 9.10.7.2. Failure to work or arriving significantly late for any reason will result in the following discipline:
 - 9.10.7.2.1. First Offense. Three (3) month ban on shift trading and Oral Counsel.
 - 9.10.7.2.2. Second Offense. Six (6) month ban on shift trading and Oral Warning.
 - 9.10.7.2.3. Third Offense. Twenty-four (24) month ban on shift trading and Written Warning.
 - 9.10.7.3. Minor tardiness will be dealt with through normal corrective action procedures.
 - 9.10.7.4. Employees who are trade banned are still required to pay back all trades owed.
- 9.10.8. The employee working an approved shift trade will be considered for overtime using his/her own accumulated overtime hours.
- 9.10.9. **Shift "Swaps".** A Shift "Swap" is when two supervisors trade shifts for more than one work week. Shift swaps may not exceed three (3) weeks without Operations Manager written approval. Shift "Swaps" shall not be used to circumvent seniority shift bidding provisions. Notification of shift swaps will be given to the Operations Manager.

- 9.11. **Meals and Breaks.** All employees will be eligible for breaks and meal periods as follows. Employees may not forego a meal period to curtail the length of their working day. Employees must remain within the area subject to immediate callback should the workload require it.

| <u>Hours Worked</u> | <u>Break (15 Mins)</u> | <u>Meal Period (30 Minutes)</u> |
|---------------------|------------------------|---------------------------------|
| 4 hours | One Break | N/A |
| 6 hours | One Break | One meal period |
| 8 hours | Two Breaks | One meal period |

| | | |
|-----------|--------------|------------------|
| 10. hours | Two Breaks | One meal period |
| 12 hours | Three Breaks | One meal period |
| 14 hours | Three Breaks | Two meal periods |

- ❖ If a supervisor is unable to take a lunch break due to workload on the floor or other essential tasks, they may add an additional 30 minutes to their timecard as hours worked to account for that missed time.

10. SENIORITY, PROBATION, SUN-SETTING, DEMOTION AND LAYOFFS

- 10.1. Classification Seniority.** Seniority based on total length of continuous service with the Agency in a particular classification, plus seniority accrued in any higher classification. Where two or more employees have the same seniority date in a classification, the employees will be ranked by order of hire/promotion.
- 10.2. Guild Seniority.** Guild Seniority is based on total length of continuous service with the Agency in positions represented by the Guild. Where two or more employees were hired into a Guild-represented position on the same date, the employees will be ranked according to their order on the hiring list.
- 10.3. Probationary Periods.**
- 10.3.1. New Hires.** Supervisors newly hired into CRESA will serve a probationary period beginning on date of hire and continuing for eighteen (18) months). During the term of the probationary period, employees will be entitled to all rights and privileges of this Agreement, including access to the grievance procedure, except with respect to corrective action, demotion and termination. Probationary periods will be extended by the full amount of any unpaid leave of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.
 - 10.3.2. Promotional Hires.** Employees who are promoted from other positions within the Agency will serve a probationary period of one (1) year from the date of promotion. During that one (1) year period, if a promoted employee fails to successfully complete the probationary period, they may apply to any open position with the Agency. During the term of the probationary period, employees will be entitled to all rights and privileges of this Agreement, including access to the grievance procedure, except with respect to demotion. Probationary periods will be extended by the full amount of any unpaid leaves of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.
- 10.4. Reclassification.** A supervisor may voluntarily demote to a budgeted but vacant Dispatcher or Call Taker position. Applications for sun-setting will be reviewed, ranked and granted or denied according to Agency policy.
- 10.5. Layoff.** In the event the Agency determines that a layoff in a given classification is necessary, the employee with the least Classification Seniority will be laid off first.
- 10.5.1. Reassignment.** In lieu of layoff, a regular employee may request reassignment to a vacant position in a lower classification providing the employee is qualified to perform the essential functions of the position following a reasonable period of orientation and training.
 - 10.5.2. Reassignment by Bumping.** If no vacant positions are available, a regular employee subject to layoff may request to bump the least senior employee in a lower classification in which s/he previously held regular status; provided that the

employee subject to layoff has more Classification Seniority than the junior employee in the lower classification.

- 10.5.3. External Job Placement.** In the event of layoff, the Agency will make every effort to help the employee locate and apply for vacant positions for which they are qualified in other external agencies, particularly user agencies of CRESA.
- 10.5.4. Recall.** Employees who are laid off, reassigned, or have their work hours reduced will be placed on a recall list in order of Agency Seniority for a period of two (2) years. Laid off employees 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 will be removed from the recall list. The employee will be responsible for notifying the Human Resources Manager of any changes in address or telephone number during the recall period.
- 10.5.5. Rights Upon Recall.** Employees who are recalled will be reinstated with all rights formerly attained including accrued sick leave, less any which may have been paid out upon layoff. The Classification and Guild Seniority date(s) will be adjusted to reflect the time on layoff but the employee will otherwise retain all service credit held at the time of layoff. Employees recalled to their former position will be appointed to the step and range formerly held and credit toward the next salary anniversary date will be continued, not including the time on layoff.
- 10.5.6. Benefits Continuation.** The Agency will continue the Agency's contribution toward the cost of medical, dental and vision insurance through the end of the first calendar month following layoff. (i.e. Layoff March 10th, coverage through April 30th, Layoff March 31st, coverage through April 30th.)

11. COMPENSATION

- 11.1. One-Time Payment.** Each employee in the bargaining unit as of the effective date of the Agreement will receive a one-time lump sum payment in the amount of four thousand (4,000) dollars.
- 11.2. Salary Schedule Adjustments.** The salary schedule will be adjusted as listed below. Adjustments will be applied to each step of the range. As set forth in **Appendix A** of this Agreement.
- 11.2.1.** Effective upon date of collective bargaining contract ratification, the salary schedule will be increased by seven percent (7%).
- 11.2.2.** Effective January 1, 2024, the salary schedule will be increased by four percent (4%).
- 11.2.3.** Effective January 1, 2025 the salary schedule will be increased by four percent (4%).
- 11.3. Salary Ranges.** Refer to **Appendix A** for salary ranges.
- 11.4. Step Increases.** Supervisors are eligible for step increases in their compensation in accordance with the attached salary schedules.
- 11.5. Trainer Pay.** Supervisors who are assigned to train a newly promoted or hired dispatcher will be compensated five percent (5%) above their current rate of pay for all hours spent actively training. The agency retains the right to designate which supervisors will provide this training.
- 11.6. EMD-Q Pay.** Supervisors who are designated by the Agency to complete EMD quality assurance reviews as an EMD-Q will be compensated five percent (5%) above their current rate of pay for all hours spent in authorized quality assurance activities (Excluding meetings). The Agency retains the right to designate the EMD-Q.
- 11.7. Longevity Pay.** A Supervisor will be eligible to receive longevity pay according to the schedule below, provided s/he has received a performance evaluation of "meets expectations" or better in the prior calendar year. Except as otherwise provided in this Agreement, longevity will be measured from the Supervisor's most recent date of hire; provided that any changes to a Supervisor's longevity increase date resulting from this paragraph will take effect on the Supervisor's next anniversary date.

| | |
|-----------------------------------|------|
| Completion of 10 Years of Service | 1% |
| Completion of 15 Years of Service | 1.5% |
| Completion of 20 Years of Service | 2.5% |
| Completion of 25 Years of Service | 3.0% |
| Completion of 30 Years of Service | 3.5% |
| Completion of 35 Years of Service | 4.0% |
| Completion of 40 Years of Service | 4.5% |

11.8. Changes in Pay Rates. When a Supervisor's pay rate changes because of a step increase, advancement in longevity or promotion, the change will take effect as follows:

- 11.8.1.** Changes that occur on the 1st through the 15th of the month will take effect on the 1st of the month during which they occur.
- 11.8.2.** Changes that occur on the 16th through the end of the month will take effect on the 1st of the following month.

11.9. Shift Differential. Employees whose regular work shift is scheduled to start between the hours of 14:45 – 16:45 will receive shift differential in the amount of .80 per hour and employees whose regular work shift is scheduled to start between 18:45 – 20:45 will receive a shift differential in the amount of \$1.20 per hour. Effective the following pay period after ratification, not subject to retroactive pay.

- 11.9.1. Overtime Hours Exception:** Supervisors in the above listed shifts will receive shift differential for any overtime hours following the conclusion of their regular work shift, even if those hours are outside the above listed hours.
- 11.9.2.** Shift differential will also be paid on overtime hours and/or voluntary shift flex hours (**Article 12.1**) that fall within the hours of 1445 (2:45 PM) and 0444 (4:44 AM), even if the Supervisor's regular scheduled shift is not eligible for shift differential.
- 11.9.3.** Supervisors who voluntarily flex their schedule (**Article 12.1**) will not lose their shift differential. Shift differential will be included in the regular rate of pay for overtime compensation if the Supervisor is compensated in pay rather than time off.

If the Supervisor elects compensatory time off, shift differential will be paid for the qualifying hours and the Supervisor will be compensated for the time off at the then-base-rate-of pay. All cash outs of paid leave will be paid at the employee's base rate of pay.

| <u>OT Before Shift</u> | <u>Regular Work Shift</u> | <u>OT After Shift</u> |
|------------------------|---------------------------|-----------------------|
| SD | 0445-1500 | SD |
| -- | 0645-1700 | SD |
| -- | 0845-1900 | SD |
| -- | 1045-2100 | SD |
| -- | 1245-2300 | SD |
| -- | 1445-0100 SD | SD |
| SD | 1645-0300 SD | SD |
| SD | 1845-0500 SD | SD |
| SD | 2045-0700 SD | SD |

11.10. Holiday Work Premium.

11.10.1. For purposes of this Article, designated holidays include:

- | | |
|-------------------------------------|---------------------------|
| • New Year’s Day | January 1 |
| • Martin Luther King Jr.’s Birthday | As Observed |
| • President’s Day | As Observed |
| • Memorial Day | As Observed |
| • Juneteenth | June 19th |
| • Independence Day | July 4 th |
| • Labor Day | As Observed |
| • Halloween from hours of 1700-2300 | October 31st |
| • Thanksgiving Day | As Observed |
| • Christmas Day | December 25 th |
| • New Year’s Eve | December 31 st |
| • Floating Holiday | (See 11.8.2.1 below) |

Eligible employees will be those whose regularly scheduled work day begins on the date of the holiday as specified above and the premium will be applied to all hours worked on the shift.

11.10.2. Supervisors scheduled to work on one of the designated holidays will be compensated at a rate of one and one-half (1.5) times their regular rate of pay for all hours worked.

11.10.2.1. Supervisors will be entitled to designate one scheduled work day (10.25 hours) during the year as a “floating holiday” on which they will receive the same holiday premium as above. Supervisors must use this floating holiday within the calendar year or it will be forfeited. Except for premium overtime payment under **Article 11.8.4**, this floating holiday may not be scheduled on a non-scheduled work day or in conjunction with any other paid holiday.

11.10.3. Supervisors working a block(s) of overtime that begins between the hours of 0000 on one of the designated holidays and 0100 on the following day, when it would otherwise have been their regularly scheduled day off will be compensated at a rate of two (2) times their regular rate of pay for all hours worked. On the Fourth of July, the covered period will be extended by a two (2) hour block to 0300 on July 5th.

11.10.4. Supervisors working over ten hours and fifteen minutes (10.25) on a designated holiday, regardless of whether it was a regularly scheduled day off or a regularly scheduled work day, will be paid at two and one-half (2.5) times their regular rate of pay. For purposes of this section, the holiday is determined by when the supervisor starts working. For example, if a supervisor starts their regularly scheduled shift on December 24, 2100 and is held over to 0900 on Christmas day, the hours held over are paid at 1.5 times. Conversely, if a supervisor starts on December 25, 2100 and is held over to 0900 on December 26th, the hours held over are paid at 2.5 times.

11.11. Payroll. Supervisors will be paid on the 10th and 25th of each month, reflecting actual hours worked and leave taken/earned for the preceding half-month work period (1st to the 15th and 16th to the end of the month). If a payday falls on a Saturday, Sunday, or Holiday, wages will be paid by direct deposit on the previous work day.

12. OVERTIME

12.1. Flex Schedules for work outside dispatch floor. When a supervisor is required to work outside of his/her normal schedule to perform job functions other than supervising staff, he/she is encouraged to voluntarily flex his/her work hours during the work week to minimize any overtime. Flexing will be voluntary. Supervisors who are flexing their work hours are expected to notify the Operations Manager of their revised schedules.

12.2. Calculation of Overtime. Except as provided in **Section 12.2.1** below, overtime pursuant to this Agreement will be defined as authorized work performed in excess of the supervisor's regularly scheduled work shift. It will include time on paid leave except that the double time rate payable under **Article 12.3** will be paid on time worked only. A regularly scheduled work shift is the shift awarded per shift bid, a voluntary shift trade or the shift worked under a voluntary hours adjustment.

12.2.1. A supervisor who has been in no-pay status for some or all of the hours in a regularly scheduled work shift will be paid at his/her straight-time rate for additional hours worked (in excess of his/her regularly scheduled shift) in the same work period until he/she has worked additional hours sufficient to cover the hours missed in no-pay status. Refer CBA article 16.

12.3. Compensation of Overtime. Regular overtime will be compensated at the rate of time and one half (1.5) the regular rate of pay. All hours worked in excess of twelve (12) hours , not including the 0.25 briefing period whether the worked or PTO or comp time off or sick, consecutively in a workday, will be compensated at double the regular rate of pay. Overtime will be rounded to the nearest quarter hour which occurs eight minutes after the hour to be eligible for overtime.

12.4. Assignment of Overtime. Any Guild member will be eligible to fill overtime for any classification for which they have completed training. The goal is to provide fair and equitable distribution of overtime. Overtime shall be distributed as follows:

12.4.1. Consideration for Voluntary Overtime. When assigning voluntary overtime under any category, the eligible supervisor with the least number of accrued overtime hours will be awarded the overtime. In the case of a tie in accrued overtime hours, the overtime will be awarded to the eligible supervisor with the most Guild Seniority.

12.4.1.1. Supervisors are not eligible for voluntary overtime that would cause them to work a shift longer than fourteen (14) hours, or when they have not had a rest period of at least six and one-half (6.5) hours in a twenty-four (24) hour period.

12.4.2. Consideration for Mandatory Overtime. A supervisor will not be considered for mandatory overtime which would cause less than ten (10) hours (excluding briefing period)

between shifts, unless all other options in the Assignment Ranking List have been exhausted.

12.4.2.1. Supervisors who voluntarily flex their work hours to meet coverage requirements will be exempt from mandatory overtime assignments in all classifications.

12.4.2.2. When assigning mandatory overtime under any category, the supervisor with the least number of accrued overtime hours will be mandatoried to work the overtime. In the case of a tie in accrued overtime hours, the supervisor with the least Guild seniority will be mandatoried. A supervisor taking their briefing period as PTO does not make them immune to mandatory overtime.

12.4.3. Consideration for Supervisor on a Trade. When assigning voluntary or mandatory overtime, a supervisor working a trade will have her/his own hours used.

Supervisors working a trade on either the beginning or end of the traded supervisor's shift will be eligible for either voluntary or mandatory overtime as if they were the on duty or on-coming supervisor. Supervisors working any other portion of the shift are considered on their days off and subject to overtime accordingly.

12.4.4. Overtime Assignment & Distribution of Overtime. Refer to the Supervisor Overtime Directive. The Agency agrees that, except for non-mandatory subjects of bargaining, this Written Directive will not be amended except by mutual agreement of the Agency and the Guild.

12.5. Double Back. Double backs are discouraged. A "Double Back" occurs when a supervisor holds over on overtime for one shift, and then comes in early to work overtime on the subsequent shift. The overtime hours worked on the subsequent day are considered "Double Back" hours and are compensated at two (2.0) times the regular rate of pay.

12.6. Hour Adjustment. Hours adjustment is defined as voluntary adjusting of regular scheduled hours when voluntary work is performed outside of the regularly scheduled shift caused by events such as training (other than regularly scheduled "Training Days"), specialty position meetings, committee meetings, etc. When minimum staffing levels are met and a supervisor performs voluntary work outside of the regularly scheduled shift due to such events, a supervisor may elect to work 10.25 hours at regular rate of pay and will not receive overtime pay. Voluntary adjusting occurs only at the behest of the supervisor.

12.6.1. The ten and one quarter (10.25) hours for voluntary hours adjustment does not have to be consecutive.

12.6.2. When the work to be performed during the adjustment period is canceled or shorter than planned, the supervisor will go back into minimum staffing for the remainder of the adjusted period.

12.6.3. Schedule adjustments for the Labor/Management Committee (LMC) meetings, labor negotiations, and jury duty may be approved for hours adjustment regardless of minimum staffing levels.

12.7 Compensatory Time Off (CTO). An employee may elect to be compensated for overtime in the form of compensatory time off rather than pay. Such election must be made in advance, whether on a standing or ad hoc basis. The Agency may require that overtime be compensated in pay. Compensatory time off may be accumulated to a maximum of one hundred-forty (140) hours total within a calendar year. An employee may cash out accrued compensatory time or any portion of compensatory time. The agency will require that comp time banks accruals over 80hrs as of December 1st will be paid out before the end of the year. If the employee is in unpaid leave status when seniority is not being accrued, any cashed out compensatory time will not count (day for day) towards Guild Seniority.

12.8 Callback Pay. Supervisors mandatorily required to report to work or held over, with less than forty-eight (48) hours' notice (from the start of the overtime to be worked) will be entitled to two (2) hours callback pay at one and one-half (1.5) times their regular rate of pay plus actual time worked according to the guideline of **Article 12.3.**

12.8.1 Notification of Mandatory Overtime on a Monday. All supervisors must provide CRESA with a single cellphone or pager number, to a device capable of receiving text messages, that will be used for agency communications. A supervisor assigned to mandatory overtime (holding over) on her/his first scheduled day (excluding days spent in mandatory training) will be personally notified by the supervisor if he/she is on-duty. If he/she is not on-duty, he/she will be considered "notified" for callback purposes when the following occurs:

12.8.1.1 Supervisor/AS sends an email, and;

12.8.1.2 Supervisor/AS sends a message to the supervisor's identified text or pager number, and;

12.8.1.3 And leaves a phone message (voicemail) on employee's primary phone at least forty-eight (48) hours prior to the assignment.

12.9 Minimum Meeting Pay. When a supervisor is scheduled to report for a meeting that is not consecutive to the supervisor's regular work hours, the supervisor will receive a minimum of two (2) hours at one and one-half (1.5) times their regular rate of pay (i.e. meeting lasts one hour, s/he receives pay for two (2) hours).

12.10 Voluntary Overtime for Special Events. This Section refers to voluntary work hours at special events such as but not limited to the Clark County Fair. The hours are not required for Agency staffing purposes nor do they count towards regular assignment overtime hours worked.

- 12.10.1** Voluntary overtime for special events will be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in this capacity up to twelve (12) hours and at two (2) times their regular rate of pay for all hours worked above twelve (12) hours.
- 12.10.2** In order to receive double time pay, a supervisor must actually work more than twelve (12) hours at the special event.
- 12.10.3** Hours worked in the course of a supervisor's regular duties (or overtime for required Agency staffing) either before or after the special event will not be counted towards the hours worked at special event.
- 12.10.4** In recognition of safety and performance concerns, employees will not normally be allowed to work more than fourteen hours and fifteen minutes (14.25 hours) per day total, and must have a rest period of at least six and one-half (6.5) consecutive hours within a twenty-four (24) hour period. The only shift allowed to exceed fourteen hours and fifteen minutes (14.25 hours) is one that includes special event overtime. Employees will be permitted to work their regular shift of ten hours and fifteen minutes (10.25 hours) and work an additional five (5) hours of special event time at the fair for a total of fifteen hours and fifteen minutes (15.25 hours), or they will be permitted to work three (3) consecutive five (5) hour fair shifts for a total of fifteen (15) hours.

13 PERSONAL TIME OFF (PTO)

13.7 Purpose. Each supervisor covered by this Agreement will be granted personal time off to be used during the year for vacation, illness, Family Medical Leave (FMLA) or personal business time off. References in the Agreement to “sick” leave are to be construed as absences relating to illness or injury, notwithstanding whether the time is charged to PTO or sick leave.

13.8 Accrual. Personal time off for regular full-time supervisors will be accrued in accordance with the schedule below; provided that effective June 1, 2020, the accrual rates for 10 years will become 9.5 hours per pay period; 15 years will become 10.75 hours per pay period; and 25+ years will become 13.5 hours per pay period.

| Years of Service | PTO Accrual Rate | Max Accrual | Per Pay Period |
|-------------------------|-------------------------|--------------------|-----------------------|
| Start | 168 hrs./year | 336 Hours | 7.0 hrs. |
| 5 Years | 192 hrs./year | 384 Hours | 8.0 hrs. |
| 10 Years | 228 hrs./year | 456 Hours | 9.5 hrs. |
| 15 Years | 258 hrs./year | 516 Hours | 10.75 hrs. |
| 20 Years | 288 hrs./year | 576 Hours | 12.0 hrs. |
| 25 Years | 324 hrs./year | 648 Hours | 13.5 hrs. |

13.9 Accrual Methods.

13.9.1 Supervisors will begin accruing at the rate indicated on each anniversary date. For example, a supervisor will begin accruing at the 192 hours per year on the fifth (5th) anniversary of employment. Personal time off will accrue based on paid hours only, up to the maximum of the supervisor’s regular schedule (supervisors will not earn additional PTO while on overtime). Accruals will be prorated for regular part-time supervisors.

13.9.2 Supervisors may accumulate PTO up to a maximum of two (2) times their annual rate of accrual. PTO may not be accumulated beyond the maximum unless authorized by the Director. If a supervisor’s vacation is deferred at the request of the Agency, the supervisor will be allowed to continue accumulation of hours.

13.10 Use of PTO or CTO for Illness

13.10.1 For any absence due to illness or injury, it will be the supervisor’s choice to use either PTO, Sick Leave or CTO.

13.10.2 Absences taken without seventy-two (72) hours advanced notice will be considered “unscheduled” incidents for the purposes of the attendance standards compliance. At the discretion of the Agency, multiple absences for a single illness

or injury may be considered as a single "incident" for the purposes of attendance standards compliance.

13.10.3 Supervisors may use CTO, PTO and Sick Leave for the reasons identified Section 14.2 and for family members as identified in Section 14.3. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by State and Federal Family Leave Laws.

13.10.4 Notification of the Agency on use of PTO for Sick Leave is addressed in **Article 14**.

13.11 Attendance. The parties agree that the PTO program established by this Article places responsibility and accountability on supervisors to establish and maintain a record of regular and reliable attendance. The Agency may continue to monitor supervisor attendance and the monitoring will include the tracking of unscheduled absences charged to the supervisor's PTO account. Standards regarding supervisor attendance will be managed in accordance with the Agency's Attendance Written Directive. The Agency agrees that, except for non-mandatory subjects of bargaining, this Written Directive will not be amended except by mutual agreement of the Agency and the Guild.

13.12 Scheduling of PTO and Compensatory Time Off (CTO)

13.12.1 Supervisors newly hired into CRESA may not use accrued PTO for vacation purposes during the first six (6) months of service.

13.12.2 CRESA will make good faith efforts to accommodate vacations scheduled by dispatchers prior to being promoted to a supervisor position. CTO earned can be utilized regardless of length of service.

13.12.3 Unless otherwise approved by the Operations Manager, supervisors may not use PTO (for vacation purposes) or CTO if that use would result in supervisor coverage for less than twenty (20) hours in any calendar day. Four (4) of those required hours may be covered by overtime worked by a supervisor.

13.12.3.1 If one side is less than fully staffed by four (4) supervisors, the coverage minimum is sixteen (16) hours. Four (4) of those required hours may be covered by overtime worked by a supervisor.

13.12.3.2 Mandatory meetings and other essential administrative time will apply to the coverage minimums with approval from the Operations Manager or Deputy Director.

13.12.4 A Supervisor must be present between the hours of 1500 on July 4 and 0100 on July 5, and between the hours of 2100 on New Year's Eve and 0100 New Year's Day. In the event that there is only one Supervisor scheduled to work on those days, and that Supervisor's regular shift does not encompass all of the required

hours, that Supervisor will be required to flex his or her shift to accommodate the coverage requirement. In such a circumstance, if mutually agreed upon by the affected Supervisor and the Operations Manager, the Supervisor may elect to flex his or her shift for the entire work week to accommodate the coverage requirement.

13.12.5 The Agency reserves the right to establish or modify minimum staffing levels.

13.12.6 Primary Vacation Bidding Process. For the purposes of the major vacation bid process, supervisors may submit bids for up to 164 hours of PTO for major vacation leave. Bids must consist of forty-one (41) hour consecutive blocks of time (10.25 hours per shift). Bidding will occur on the basis of Classification Seniority. Supervisors scheduled to work hours on July 4 or New Year's Eve/New Year's Day for which they may not use PTO/CTO will not be denied a Major Vacation bid because they are precluded from taking all or part of a holiday shift.

13.12.6.1 Following the initial primary vacation bidding process and approvals, supervisors may submit bids for four (4) additional 10.25 hour blocks of PTO/CTO that may be taken consecutively or separately. Bidding will occur on the basis of Classification Seniority.

13.12.7 Secondary Vacation Bidding Process. Following the primary vacation bid process, Supervisors will be allowed to bid for additional major and minor vacations hours by classification seniority based on coverage minimums. Additional requests for time off may also be arranged during the December Supervisor meeting. All these requests must comply with article 13.6.4.

13.12.7.1 Supervisor Exception Hours –
Supervisors will be allowed to bid by classification an additional 40 hours of PTO/CTO (VMI40) that would otherwise be denied due to coverage minimums with the exception of days mentioned in article 13.6.4. These hours must be submitted and approved by the Operations Manager at the conclusion of vacation bidding and before the start of the shift year.

13.12.7.2 No more than ten (10) of these additional hours may occur on consecutive regularly scheduled days for each Supervisor.

13.12.7.3 One Supervisor may use up to 10 hours of VMI40 on any regularly scheduled day. Management approval is required if another Supervisor requests VMI40 hours on the same day, except for Christmas and Thanksgiving.

13.12.7.4 If the Supervisor is required to cancel any of these hours due to meetings or training, the Supervisor may reschedule the equivalent number of hours by classification basis throughout the year.

13.12.8 PTO and CTO requests submitted throughout the remainder of the year.

(Following completion of the Primary and Secondary Vacation Bidding process). Additional PTO (other than for sick leave purposes) or CTO leave requested during the year will be approved by the Operations Manager on a first-come, first served basis. Requests made with at least forty-eight (48) hours advanced notice are considered approved provided the requirements of **Sections 13.6.3 and 13.6.4** are met; requests made with less than forty-eight (48) hours' notice may be granted or denied at the discretion of the Operations Manager or designee based on operational needs, but the Operations Manager or designee will be deemed to have approved the request if they have not responded to it within twenty-four (24) hours.

13.13 PTO Sell Back. Supervisors may sell back a maximum of one-hundred twenty (120) hours of accrued PTO time on or before December 31st annually. To be eligible, the Supervisor must have used a minimum of eighty-two (82) hours in the preceding calendar year (equivalent to eight - 10.25 hour work days). This election is irrevocable. To receive compensation in lieu of time off, the Supervisor must submit a completed Request to Sell PTO form to the payroll department on or before December 31st and the election would apply on June 15th and/or December 15th of the following year.

13.14 Termination Pay Out. Upon termination of employment, a supervisor with more than six (6) months of service with the Agency will be paid for all earned and accrued PTO at the supervisor's base rate of pay at the time of termination. Supervisors may not elect to extend employment beyond the last day of work by using accumulated leave.

14 SICK LEAVE

14.1 Accrual. Unless otherwise required by law, all full-time employees covered by this Agreement will accrue sick leave at the rate of four (4) hours per month; regular part-time employees will accrue sick leave on a prorated basis according to their FTE status. Employees may carry forward one thousand one-hundred fifty-two (1152) hours of sick leave from one year to the next. No accrual will occur during unpaid leave. Sick leave will be charged in one-quarter (0.25) hour increments.

14.2 Sick Leave Use. Sick leave may be used for:

- 14.2.1 An absence resulting from an employee's mental or physical illness, injury or health condition;
- 14.2.2 To accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- 14.2.3 Preventative care, such as a medical, dental or optical appointment and/or treatment;
- 14.2.4 To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition;
- 14.2.5 Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- 14.2.6 Care for a family member who needs preventative medical care;
- 14.2.7 Closure of CRESA, or the employee's child's school/place of care, by order of a public official for any health-related reasons;
- 14.2.8 Absence because the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.

14.3 Family Definition. For the purposes of this section, "family" member means any of the following:

- 14.3.1 A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
- 14.3.2 A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 14.3.3 A spouse or registered domestic partner;
- 14.3.4 A grandparent;
- 14.3.5 A grandchild;
- 14.3.6 A sibling.

14.4 Reporting and Verification.

- 14.4.1** Employees unable to report for duty will notify the Agency's designated representative in accordance with Agency procedures. Use of PTO for sick leave

will be reported daily unless other arrangements have been made to the employee's appropriate supervisor or a person designated to act on her/his behalf. Employees who know in advance that they will be utilizing PTO or sick leave for a surgery, hospitalization, dental or medical appointment, etc. will apply for FMLA as appropriate and give notice of the date(s) of such leaves as far in advance as is practicable. Use of sick leave or PTO for illness is contingent upon following required reporting procedures and compliance with the purposes of and requirements herein. Employees, who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence and may be subject to discipline.

14.4.2 The Agency may require medical written verification of the need for an absence as permitted by law, and may require verification that employees are qualified for duty.

14.5 Workers Compensation. Employees will be covered by the Washington State Worker's Compensation Act for injuries or illnesses received while at work for the Agency. An employee may charge her/his sick leave account for the difference between any compensation received from the Worker's Compensation Insurance and the employee's base rate of pay for injuries or illnesses covered by Worker's Compensation. The calculation will be based on the difference between the employee's normal post-tax take home pay and the pay from Worker's Compensation.

14.6 Sick Leave Payoff. Employees who separate from Agency service via resignation or layoff with at least ten (10) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

| Portion/Tier of Accumulated Hours | Percent Payable | Maximum Payout |
|-----------------------------------|-----------------------|----------------|
| 900 to 1,200 | 75% of hours over 899 | 225 |
| 600 to 899 | 50% of hours over 599 | 150 |
| 300 to 599 | 25% of hours over 299 | 75 |
| TOTAL | | 450 |

For example, an employee earning \$14.00 per hour with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours ($1200 - 900 \times 75\% = 225$ hours), 50% of the next bank of 300 hours ($900 - 600 \times 50\% = 150$ hours) and twenty-five percent (25%) of the next bank ($600 - 300 \times 25\% = 75$ hours) for a total of 450 hours or \$6,300.00. Employees with balances below 300 hours are not eligible for payoff.

14.7 Annual Sick Leave Cashout. Employees are encouraged to manage sick leave accruals as an "insurance" to continue their pay during major illnesses or injuries. An employee whose sick leave balance is reduced at the end of the year to the maximum carry forward of one thousand one hundred fifty-two (1152) hours will receive pay at her/his base rate of pay for any hours forfeited, to a maximum of forty-eight (48) hours.

15 LEAVE OF ABSENCE

15.1 Military Leave. The Agency will abide by the Washington State military leave laws.

15.1.1 Military Leave (RCW 38.40.060) stipulates that employees who are members of the National Guard or Federal Reserve Military units are entitled to be absent from their duties for up to twenty-one (21) working days with pay during each year (beginning October 1st and ending the following September 30th) while engaged in the performance of ordered military duty and while going to or from such duty.

15.1.2 The Military Family Leave Act (RCW 49.77) provides the spouse of a military member to take up to fifteen (15) days of unpaid leave from work each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment or during the period when the military spouse is on leave during deployment. The employee may substitute accrued PTO or Compensatory Time for the unpaid leave.

15.2 Family and Medical Leave. The Agency will grant leaves of absence for family and/or medical purposes to eligible employees in accordance with applicable State and Federal laws and regulations (See Written Directive 05.026). Employees seeking family and/or medical leave must complete the applicable Agency certification forms and should consult with CRESA Human Resources. Applicable laws include but are not limited to:

- FMLA – Federal Family & Medical Leave Act of 1993, including Military Family Leave Entitlements
- WFLA – Washington Family Leave Act (RCW 49.78), including Pregnancy Leave
- WFCA – Washington Family Care Act (RCW 49.78)
- WDVLC – Washington Domestic Violence Leave (RCW 49.76)

Employees are required to use accrued leave (PTO, Sick Leave, Comp Time, as appropriate) when on most Family and/or Medical Leaves. Employees will be allowed to retain twenty hours and thirty minutes (20.5) PTO balance.

15.2.1 Parental Leave: Eligible employees who both work for the agency have the option to request up to twelve (12) weeks each FMLA for bonding time with a new born or adopted child with the operations manager approval regarding the scheduling thereof.

15.2.2 Washington Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The Agency will pay the remaining premium amounts.

15.3 Bereavement. Bereavement leave will be granted at the time of death or imminent death in the employee's family and is intended to provide the employee time for grieving. Bereavement leave may also be used for an employee who must make funeral or related preparations or to travel to and from the funeral. Employees will code their time under Bereavement Leave according to the assigned payroll code.

For the following family members, the employee will be allowed up to forty-one (41) bereavement leave per occurrence and per relative (equivalent to four (4) 10.25 hour work days), with no maximum number of occurrences per year:

- Employee's spouse or domestic partner
- Employee's child, parent, brother, sister (or the step, in-law, or domestic partner equivalent)
- Employee's grandparent, grandchild
- Employee's other relatives living in the employee's household.

For the following family members a maximum of 20.5 hours per occurrence and per relative will be allowed for bereavement leave (equivalent to two (2) 10.25 hour work days), with no maximum number of occurrences per year:

- Employee's aunt or uncle (and in-law or domestic partner equivalent)
- In-law, step or domestic partner grandparent.

An employee taking paid Bereavement Leave must complete the Leave of Absence Form (05.029-F1) for submission with her/his timesheet. The employee's supervisor may fill out the form in the employee's absence and have the employee sign it upon her/his return.

If an employee needs to take more time off than is provided under Bereavement Leave above or if the employee needs time off due to the death of a relative not covered above, the employee may request approval of emergency vacation leave from the Agency Director. In the case of emergency vacation that is granted, the employee may use her/his PTO or comp time or, if accrued leave is unavailable, may take unpaid leave.

15.4 Civic Duty. An employee will continue to receive her/his regular salary for any period of required service as a juror, witness in employment related matters, to vote or to participate in

examinations for promotional positions. All moneys received as witness fees or pay for jury duty (excluding travel reimbursement) will be surrendered to the Agency, except for duty on days off. An employee's schedule may be adjusted to accommodate reporting for jury duty with the least impact to the schedule. Employees will be expected to report for work when less than a normal workday is required by such duties. Witness fees received as a result of testimony in court arising out of the employees official duties will be returned to the Agency. Employees will need to fill out the leave of absence form for jury duty leave (05.029-F1). **Return from Leave.** Upon return from leave, the employee will be reinstated to the position and salary step held prior to the leave.

- 15.5 Holiday for Reason of Faith and Conscience.** In accordance with Washington State Law, all employees are entitled up to two (2) unpaid holidays per calendar year for "reasons of faith or conscience or for any organized activity conducted under the auspices of a religious denomination, church or religious holiday". The Agency will grant this leave in accordance with applicable state laws and regulations. A partial unpaid day off will count as a full day toward the employee's yearly allotment of two (2) days. Employees seeking leave should submit the request in writing and in accordance with the division procedures and time frames for requesting leave time. Approval of this unpaid leave is contingent upon maintaining minimum staffing.

16 NO PAY OR UNPAID STATUS

16.1 Employees will continue to accrue Guild and Classification seniority during paid leaves and unpaid leaves of absence of less than fifteen (15) calendar days. Regardless of leave status, employees will maintain but not accrue Guild and/or Classification seniority during unpaid leaves of absence of fifteen (15) calendar days or longer. Please note that Washington Paid Family Medical Leave may put employees in unpaid or no pay status with CRESA payroll.

16.2 Time on unpaid leave of fifteen (15) calendar days or longer will not count toward eligibility for the next step increase.

16.3 An employee who has been in no-pay status for some or all of the hours in a regularly scheduled work shift will be paid at his/her straight-time rate for additional hours worked (in excess of his/her regularly scheduled shift) in the same work period until he/she has worked additional hours sufficient to cover the hours missed in no-pay status

16.4 Employees are expected to manage their PTO and Sick Leave banks such that they can be reasonably assured that a short-term illness can be accommodated within existing paid leave balances. Therefore, repeatedly going into a no-pay status due to lack of PTO or Sick or Comp time is considered a misuse of the system. The following actions may be taken in the event an employee goes into no-pay status and that is not on an approved leave of absence:

- No-pay events will be tracked on a “fixed” eighteen (18) month period from the date of the first no-pay event.
- For the first no-pay event, the employee will receive an oral counseling from their supervisor. Also not eligible to sign up for voluntary overtime or special events for 30 days.
- For the second no-pay event, in the same eighteen (18) month period, an employee will receive an oral warning. Also not eligible to sign up for voluntary overtime or special events for 60 days.
- Should an employee have a third no-pay event in the same eighteen (18) month period, management may take further corrective action, in accordance with progressive discipline. Also not eligible to sign up for voluntary overtime or special events for 90 days.
- Continued incidents of no-pay events during the twelve (12) months following the third no-pay event may result in corrective action. Also not eligible to sign up for voluntary overtime or special events for 90 days.
- Should an employee go twelve (12) months from the date of the last no-pay event without incurring another no-pay event, the employee will be deemed as having corrected the unacceptable behavior and no further corrective action will be necessary.

16.5 Leaves of Absence Unpaid. The Director may grant a regular employee a leave of absence without pay not to exceed six (6) months for medical, educational, or compelling personal reasons. No vacation or sick leave benefits will accrue while an employee is on

leave without pay. The Agency will continue its contribution toward medical and other insurance through the end of the first calendar month in which the leave begins. After that date, employees must pay the full premium charge as defined by COBRA requirements for the duration of the leave to continue coverage. When the unpaid portion of the leave exceeds fifteen (15) calendar days, the employee's Agency, Classification and Guild Seniority dates will be adjusted by the full length of the leave granted. No leave without pay will be granted except when requested in writing and approved by the Director. Time on unpaid leave of fifteen (15) calendar days or longer will not count toward eligibility for the next step increase.

16.5.1 A shift trade shall be considered and may be approved (provided it also meets all the other required criteria for approval) if the employee who would otherwise be in unpaid leave of absence fifteen (15) calendar days or longer waives her/his right to continue to accrue Agency, Classification and Guild seniority during the whole of the unpaid leave of absence of fifteen (15) calendar days or longer without respect to any pay received in recompense of a shift trade worked by another employee.

17 BENEFITS

17.1 Plans Provided. The Agency will provide employees and their eligible dependents with medical and dental insurance plans.

17.1.1 At current, the Agency purchases its benefits package through Clark County. If at any point the Agency is unable to purchase benefits from the County, and the parties have not reached a successor agreement, the Agency agrees to implement plans and carriers for medical/dental/vision, life or other insurance as long as the successor plan(s) provide substantially equal or better coverage than the existing plan(s).

17.1.2 Should it be necessary to reopen negotiation for medical, dental and vision plans and expenditures, the parties agree that the Agency retains the exclusive right to select plans and carriers for medical/dental/vision, life or other insurance as long as the successor plan(s) will provide substantially equal or better coverage than the existing plans.

17.1.3 A CRESA Healthcare committee will be formed to research, evaluate and recommend any changes or new medical, dental and vision plans to the Agency. The committee will consist of the HR Manager, Finance Division Manager, one Guild eBoard member; one represented employee and one non-represented employee. The committee will meet at least once every six (6) years to evaluate plans but no more frequently than three (3) years. Time to attend CRESA Healthcare committee will be paid as "meeting" time.

17.1.4 Should it be necessary to reopen negotiation for medical, dental and vision plans and expenditures, the parties agree that the Agency retains the exclusive right to select plans and carriers for medical/dental/vision, life or other insurance as long as the successor plan(s) will provide substantially equal or better coverage than the existing plans. Additionally, during any status quo period following expiration of the Healthcare Committee MOU or of both the Healthcare Committee MOU and this Agreement, the amount the Agency pays for premiums will be fixed at 105% (one hundred five percent) of the prior-year level until and unless a successor agreement is agreed to.

17.1.5 At current, the Agency purchases its benefits package through Clark County. If at any point the Agency is unable to purchase benefits from the County, and the parties have not reached a successor agreement, the Agency agrees to implement plans and carriers for medical/dental/vision, life or other insurance as long as the successor plan(s) provide substantially equal or better coverage than the existing plan(s).

17.2 Eligibility. The Agency will not make contributions under this Article unless and until the employee signs up for such benefits either within the first thirty (30) days of employment or during the periodic open enrollment period.

17.2.1 Employees will be eligible for medical and vision insurance effective the first of the month following date of hire. Enrollment forms must be received by Clark County's Human Resources Department within thirty-one (31) calendar days from the date

- of hire. Coverage will terminate at the end of the last day of the month in which employment ends.
- 17.2.2 Dental coverage will begin the first of the month following ninety (90) days of employment. Coverage will terminate at the end of the last day of the month in which employment ends.
- 17.2.3 **Eligible dependents.** Eligible dependents include legal spouse, domestic partner and dependent children, including the domestic partner's children. Children are eligible up to age 26 for medical, dental and vision coverage and are eligible for Additional Life Insurance up to age 19 or until age 23 if enrolled as a full time student at an accredited school. Pursuant to Clark County, WA policy, domestic partner coverage for medical, dental and vision insurance coverage is available for the employee's domestic partner and the domestic partner's children who reside in the employee's home, subject to tax regulations. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership or Washington State Registration on file in the Clark County Human Resources – Benefits Department.
- 17.2.4 **Eligibility for coverage during unpaid leave.** Employees may have continuous coverage during an unpaid leave of absence pursuant to **Article 16.10.1 and Article 16.10.2.** For other unpaid leaves, any month in which the employee is in an unpaid status for the first of the month and the unpaid leave has been thirty (30) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work.
- 17.2.5 For recalled employees, coverage will resume on the first of the month following the date of recall.
- 17.2.6 **Qualified Family Status Changes.** The addition or deletion of dependents as a result of a qualified family status change will be provided in accordance with federal or State laws and Agency policy. Enrollment changes must be received by the Clark County Human Resources – Benefits Department with applicable documentation within thirty-one (31) calendar days (sixty (60) calendar days for newborns or children placed with the employee for adoption) of the qualifying event. Changes shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of the birth or placement in the home. For newly eligible dependents not enrolled within thirty-one (31) calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.
- 17.3 **Premiums.** Premiums, plans and cost distribution will be determined through the Clark County Multi-Party Healthcare Committee
- 17.3.1 **Waiver of Health Insurance (Medical and Dental).** Employees may waive health insurance coverage and receive cash in lieu of coverage per the annual benefit summary plan.

17.3.2 Health Savings Account Contribution. Employees who voluntarily enroll in the High Deductible Health Plan (HDHP) and the Health Savings Account (HSA) shall receive a pay period contribution as defined by the annual benefit plan summary.

17.4 Open Enrollment. The Agency agrees to provide open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods will be not less than two (2) weeks in duration.

17.5 Disability Insurance. The Agency agree to provide for regular employees, a long-term salary continuation (disability) plan, providing sixty percent (60%) of salary to age 65, with a sixty (60) day waiting period and other such provisions as provided by the plan document. Employees may, at their election and expense, purchase additional coverage according to the terms of the Agency's disability insurance plan.

17.6 State Retirement Plan. All employees will be eligible to participate in the Washington State Public Employees' Retirement System (PERS) according to the terms and conditions, including contribution amounts, established by the Washington State Legislature and the Department of Retirement Systems. Eligible employees hired after 7/1/2024 will be enrolled in PSERS vs PERS.

17.7 Deferred Compensation Plans. The Agency will provide opportunities for employees to participate in Internal Revenue Code Article 457 Deferred Compensation Plans. The Agency reserves the right to select or change plan providers and to ensure that the terms and conditions of the plan are in full compliance with applicable state and federal law. The design, coverage, and performance of the plan is considered a permissive subject of bargaining and is not subject to the grievance procedure. However, no change, which would substantially alter the overall quality of the plan, will be implemented without consultation with employees. Changes requiring consultation would include but are not limited to:

- Changes in types (asset categories, not individual funds or array of funds) of investment products;
- Restrictions on employee investment choices;
- Increases in fees, service charges, commissions or account maintenance fees;
- Curtailments in employee access to account information via reports or internet access.

17.7.1 Except for violation of the above provision or the requirement to consult on plan changes, the design, coverage, and performance of the 457 plan is considered a permissive subject of bargaining and is not subject to the grievance procedure.

17.7.2 The Agency agrees to include a minimum of one Guild representative on any Agency/employee oversight committee.

17.8 Life Insurance. The Agency will provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000.00; provided that effective June 1, 2020, the coverage will be increased to the amount of the employee's annual salary or \$50,000, whichever is lesser. Additional employee coverage

and/or dependent coverage will be made available for employee purchase, subject to individual evidence of insurability, and payable through payroll deduction.

17.9 Flexible Spending Accounts (FSA's). The Agency agrees to make available Dependent Care and Health Care Flexible Spending Accounts as allowed under Federal law.

17.10 Continuation of Benefits. Pursuant to federal or state law, Agency employees and/or dependents that lose group coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent are responsible for the cost of the coverage plus an administrative fee.

17.10.1 Agency provided health benefits will continue during an unpaid family and medical leave or an accident or illness covered by Worker's Compensation at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the Agency the amount it paid for the employee's health insurance premiums.

17.10.2 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program. Employees are not eligible for other insurance coverage during unpaid leave of absence.

18 GRIEVANCE AND ISSUE RESOLUTION PROCESS

18.1 Grievance Resolution. The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining “what’s right” NOT “who’s right”. Inherent in this process is the important principle that issues be resolved at the lowest possible level. Both management and employees are committed to creating a work place in which everyone feels free to express issues, concerns and ideas. This commitment is grounded in the belief that differences provide strength to the work place when constructively discussed and creatively resolved. Timelines established in this article may be extended by mutual agreement of the parties.

18.2 Informal Resolution Process. Within fourteen (14) calendar days of occurrence of the event or issue, or of the date the employee or Guild first becomes aware of its occurrence, a supervisor (or the Guild) may present a grievance to the Operations Manager for resolution. The Operations Manager will resolve and/or respond to the grievance within fourteen (14) calendar days. Although supervisor are encouraged to attempt resolution at this informal level, a supervisor may also commence the grievance formally at Step 1 below.

18.3 Formal Resolution Process.

18.3.1 Step 1 Grievance – Operations Manager

Within fourteen (14) calendar days of impasse at the informal level or within fourteen (14) calendar days of occurrence of the event or issue, or of the date the employee or Guild first becomes aware of its occurrence, an employee (or the Guild) may present a grievance to the Operations Manager for resolution. The grievance must be in writing on the grievance form. The Operations Manager will resolve and/or respond to the grievance within fourteen (14) calendar days.

18.3.2 Step 2 Grievance – Deputy Director

The employee or the Guild may advance the grievance to Step 2 within fourteen (14) calendar days of the Operations Manager’s response by submitting the grievance form to the Director. If the Operations Manager fails to respond to Step 1, the employee or Guild may advance the grievance to Step 2 within fourteen (14) calendar days of the Operations Manager’s response deadline, outlined in Step 1. The Director will resolve and/or respond to grievance within fourteen (14) calendar days.

18.3.3 Step 3 Grievance – Arbitration

Within thirty (30) calendar days of the Director’s (or designee’s) response to Step 2, the Guild may advance the grievance to Arbitration by notifying the Director on the grievance form. If the Director (or designee) fails to respond to Step 2, the Guild may advance the grievance to Step 3 within thirty (30) calendar days of the Director’s response deadline as outlined in Step 2.

After the grievance has been advanced to Step 3, the parties’ representatives may confer and attempt to agree on a neutral arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Guild’s demand to

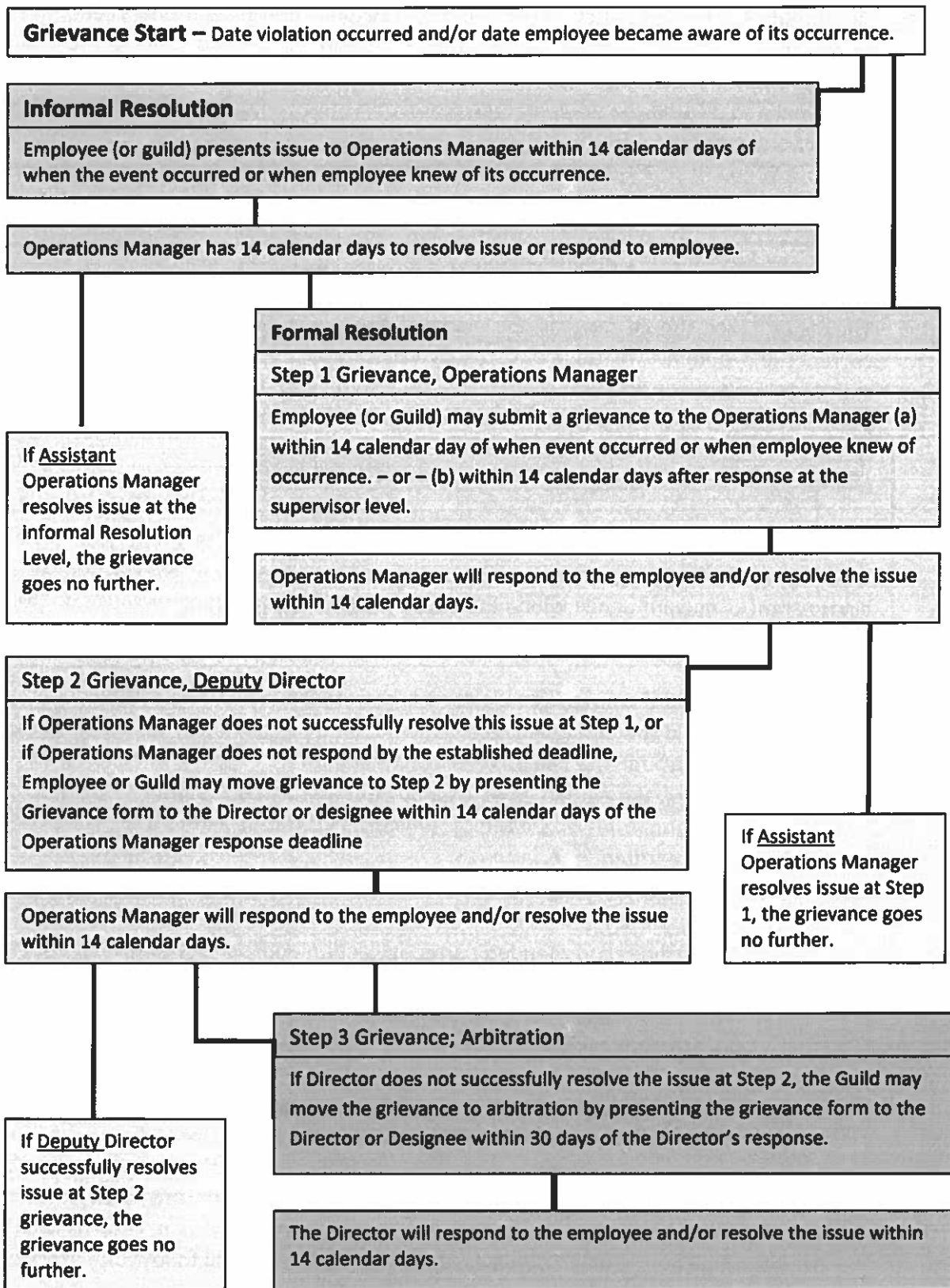
arbitrate, the Guild will submit a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The list will be limited to arbitrators from the sub-region surrounding CRESA.

Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.

The arbitrator's decision will be final and binding. The arbitrator will have no power or authority to add to, subtract from or in any manner modify the terms of this Labor Agreement, nor to determine any issue other than that submitted.

The parties will each pay their own costs, including their attorney's fees, and each will pay one-half of the cost of the arbitrator's services and any other joint costs of the arbitration.

Grievance Process Flow Chart/Worksheet:



19 CORRECTIVE ACTION

- 19.1** The foundation for this Article is the belief that regular (non-probationary) employees should be provided a reasonable opportunity to correct performance and conduct problems prior to those problems becoming the basis for termination. Additionally, it recognizes the dignity of the individual and is intended to encourage correction of the employee's behavior, rather than demean the employee. To that end, this Article prescribes a set of corrective steps that should be considered in addressing substandard performance and conduct. Performance should be interpreted broadly to include any and all job-related considerations including attendance to the extent permitted by law, working relationships, and certain off-duty conduct where it bears a relationship to on-the-job effectiveness or CRESA's legitimate interests.

The action taken should generally be the most positive and least punitive action that is likely to correct the problem. The range of corrective actions includes oral counseling, formal oral warnings, written reprimands, suspension, demotion, and dismissal. Additional tools to bring performance up to the expectations include the use of performance appraisals, training or outside assistance, the Employee Assistance Program, performance improvement plans, "last chance agreements" and others.

- 19.2** Just Cause and Progressive Discipline. Corrective actions will be taken for just cause. Generally, these actions will be progressive and tailored to fit the situation. However, the severity of the circumstances may influence what initial action is taken. The Agency will use the following guidelines when considering the appropriate level of disciplinary action:

- Did the employee violate a known reasonable rule or order?
- Did the employee receive an adequate opportunity to correct the behavior through the use progressive discipline?
- Will the employee be treated consistently with others who have violated the same rules or are the circumstances different enough to justify different treatment?
- Did the manager or supervisor conduct a full and fair investigation, if applicable?
- Is the recommended corrective action appropriate to the severity of the problem?
- Are there any relevant mitigating circumstances to consider before making a decision?

- 19.2.1** The Agency may take stronger corrective action and move directly to suspension or termination, in cases involving gross misconduct or serious or willful violations of its rules, policies or other standards. Examples of gross misconduct or serious or willful violations might include, but would not be limited to; theft, assault/violence, unlawful harassment or discrimination, records falsification or abuse of power. Even in such cases, the Agency will follow due process.

- 19.3 Disciplinary Investigations and Meetings.** Employees are entitled to and will be advised of their right to Guild representation during any investigatory interview or meeting that could reasonably be expected to lead to disciplinary action. Although Guild representation is not required to inform employees of disciplinary decisions which have been made by the Agency, an employee's request for Guild representation at non-investigatory meetings will be approved as long as the Guild had already been involved in the investigation process and/or it would not delay the meeting excessively.
- 19.3.1 In the case of suspension, demotion or discharge, the Agency will provide the employee and the Guild with a letter setting forth the disciplinary concerns and reasons it is considering such actions. The employee and Guild will be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Guild representation at such meetings.
- 19.4 Administrative Leave.** In certain cases where the Agency determines it is necessary and appropriate to remove an employee from the workplace pending discipline or to conduct an investigation, the employee will be placed on paid administrative leave. Only the minimum amount of paid administrative leave necessary to determine the appropriate action should be utilized.
- 19.5 Documentation of Disciplinary or Corrective Action.** Employees will be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel files and will be required to acknowledge receipt in writing. The employee's signature will not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Guild.
- 19.6 Personnel Files.** Employee personnel files will be maintained as confidential records to the fullest extent allowed by law. Access to the employee's personnel file will be limited to the employee, her/his authorized representative, officials of the Agency and such other person(s) or agencies as may be allowed under state and local laws and regulations. At the conclusion of the record retention periods below, disciplinary materials will have no evidentiary value in a grievance arbitration, and will be removed from the file at the employee's request
- 19.6.1 Employees will be provided copies of any adverse materials that are to be included in their personnel file and will have the right to attach statements of rebuttal or explanation.
- 19.6.2 Disciplinary materials at the level of written reprimand or lower will be maintained in the official personnel file of the employee for a period of two (2) years.
- 19.6.3 Disciplinary materials at the level of suspension or higher will be retained in the personnel file for a period of six (6) years.


20 SCOPE OF AGREEMENT

- 20.1 Savings Clause.** If any article of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement will not be affected thereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfied replacement for such article.
- 20.2 Entire Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein except for written supplements to this Agreement executed subsequently hereto.
- 20.3 Amendments.** This Agreement may be amended or modified during its term only by mutual consent of the parties. Request for such amendment or modification must be in writing, must include a copy of proposed changes, and must refer to the specific Article(s) discussed. A reasonable amount of time must be allowed for the other party to consider the proposed changes and respond in the negative or affirmative to the request to reopen negotiations.
- 20.4 Term and Renewal.** This Agreement and all attachments hereto will be in full force and effect from the date of ratification through December 31, 2025. All changes will be in effect upon signing unless otherwise specified within this Agreement. The Contract will be automatically renewed from year to year thereafter, unless the Agency or the Guild gives written notice to the other that it wishes to modify the contract for any reason. Such notice must be submitted no later than six (6) months prior to the expiration date.

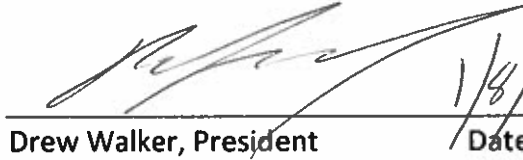
APPROVAL SIGNATURES

FOR CLARK REGIONAL EMERGENCY SERVICES AGENCY

FOR CLARK COUNTY 911 SUPERVISOR GUILD



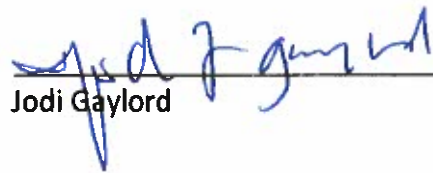
Dave Fuller, Director 1/8/24
Date



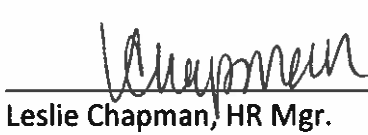
Drew Walker, President 1/8/2024
Date



Jason Fritz, Deputy Director 911 1/8/24
Date



Jodi Gaylord 1/8/24
Date



Leslie Chapman, HR Mgr. 1/8/24
Date



Greg Rossmiller, 911 Ops. Mgr. 1/9/24
Date

APPENDIX A

2023 Represented 911 Supervisors Pay Plan (7%)

| 911 Dispatch Supervisor | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Hourly, Represented, Range 150 | \$41.68 | \$43.80 | \$45.99 | \$48.30 | \$50.81 | \$53.26 | |
| | 10 Yr (1.0%) | 15 Yr (1.5%) | 20 Yr (2.5%) | 25 Yr (3.0%) | 30 Yr (3.5%) | 35 Yr (4.0%) | 40 Yr (4.5%) |
| | Current Step 1.00% | Current Step 1.50% | Current Step 2.50% | Current Step 3.00% | Current Step 3.50% | Current Step 4.00% | Current Step 4.5% |
| | \$53.79 | \$54.06 | \$54.59 | \$54.86 | \$55.12 | \$55.39 | \$55.66 |

2024 Represented 911 Supervisors Pay Plan (4%)

| 911 Dispatch Supervisor | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Hourly, Represented, Range 150 | \$43.35 | \$45.56 | \$47.83 | \$50.23 | \$52.84 | \$55.39 | |
| | 10 Yr (1.0%) | 15 Yr (1.5%) | 20 Yr (2.5%) | 25 Yr (3.0%) | 30 Yr (3.5%) | 35 Yr (4.0%) | 40 Yr (4.5%) |
| | Current Step 1.00% | Current Step 1.50% | Current Step 2.50% | Current Step 3.00% | Current Step 3.50% | Current Step 4.00% | Current Step 4.5% |
| | \$55.94 | \$56.22 | \$56.77 | \$57.05 | \$57.33 | \$57.61 | \$57.88 |

2025 Represented 911 Supervisors Pay Plan (4%)

| 911 Dispatch Supervisor | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Hourly, Represented, Range 150 | \$45.08 | \$47.38 | \$49.74 | \$52.24 | \$54.95 | \$57.61 | |
| | 10 Yr (1.0%) | 15 Yr (1.5%) | 20 Yr (2.5%) | 25 Yr (3.0%) | 30 Yr (3.5%) | 35 Yr (4.0%) | 40 Yr (4.5%) |
| | Current Step 1.00% | Current Step 1.50% | Current Step 2.50% | Current Step 3.00% | Current Step 3.50% | Current Step 4.00% | Current Step 4.5% |
| | \$58.19 | \$58.47 | \$59.05 | \$59.34 | \$59.63 | \$59.91 | \$60.20 |