

AGREEMENT

Between

CLARK REGIONAL EMERGENCY SERVICES AGENCY

and

CLARK COUNTY DISPATCHERS GUILD
(Dispatchers and Call Takers Unit)

JANUARY 1, 2025- December 31, 2027

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 911 Communications Call Takers911 Communications Dispatchers 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 (AS)** – 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, Lead, AWC or AS.
- **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 no longer than twelve (12) months, resumes employment with the Agency.
- **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 911 Communications Call Takers and 911 Communications Dispatchers.
- **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 half-time or part-time).
- **Grievance** – A dispute regarding application or interpretation of specific terms of the collective bargaining agreement.
- **Guild** – Clark County Dispatchers Guild (CCDG).
- **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 phone, radio, and 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.
- **Payroll Period** – Payroll periods are defined as the first through the fifteenth, and the sixteenth through the last day of the month.
- **Primary Shift** - Is a shift that provides essential coverage and ensures adequate staffing at all hours and for all mandatory functions.

- **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)
- **Reclassification (previously Demotion)** – Appointment of an employee (either voluntarily or involuntarily) to a position in a classification with a lower maximum salary step.
- **Regular Employee** – Means an employee who occupies a regular budgeted position.
- **Regular Part-Time Employee** – Means an individual who occupies a regular budgeted position and title whose regular work schedule is less than an average twenty-nine (29) but twenty (20) hours or more per week.
- **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 twelve (12) 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.
- **Secondary Shift** – Is a shift that provides additional coverage, flexibility and staffing.
- **Seniority:**
 - **Classification Seniority** – Seniority based on total length of continuous service with the Agency in a particular classification plus seniority accrued in any higher classification.
 - **Guild Seniority** – Seniority based on total length of continuous service with the Agency in positions represented by the Guild.

- **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. 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. The Guild eBoard will schedule another thirty (30) minutes with trainees at a later date after academy but before the end of probation.
- 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.
- 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 representatives 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. No other compensation or time off will be granted for Guild activities which take place during the employee's off-duty hours. All other Guild business will be conducted on off-duty time. Shift trades will be allowed for the representatives for the purposes of Guild business, provided that it does not interfere with the operation of the Agency. Guild representatives will request permission from their immediate supervisor for release time.
- 4.4.** The Agency will approve up to fifty (50) combined hours per year of paid administrative time off for members of the Executive Board to attend to Guild-related business. The Guild will give the Agency at least (14) days' notice and will identify which E-Board member(s) will be taking leave.
- 4.5. Bulletin Boards.** The Agency agrees to furnish and maintain a suitable bulletin board in the general work area of the employees. The bulletin board may be used by the Guild for matters pertaining to Guild business and the Guild will limit its posting of notices and bulletins to such bulletin boards.

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 including temporary emergency schedules for catastrophic staffing issues ¹; 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.

¹ A temporary schedule adjustment in order to ensure coverage in the event CRESA's staffing falls below 50% of budgeted headcount. Examples would include an earthquake or natural disaster, communicable disease outbreak or prolonged staffing shortage.

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 Dispatchers 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. FILLING OF POSITIONS

8.1. Promotional Positions. Vacant promotional positions within the bargaining unit will be filled by promotional examination provided there are an adequate number of qualified internal candidates.

8.2 Part Time Position. Means an individual who occupies a regular budgeted position and title whose regular work schedule is less than an average of twenty-nine (29) hours but more than twenty (20) hours per week.

8.2.1 There is no additional cost to the Agency, except those otherwise indicated, and; There is no adverse impact on other employees or the quality and efficiency of services provided, and;

8.2.2 At least one (1) part-time position may be available

8.2.2.1 IF At least 90% of represented budgeted FTE's *plus* one (1) are fully trained then additional part-time positions may be available

8.2.2.2 OR at the Director's discretion to retain existing employees

8.2.3 The agency agrees that the use of permanent part-time employees will not exceed 20% of the number of represented employees except that may be agreed upon by LMC as needs arise.

8.2.4 Current full-time employees interested in part-time will submit a letter of interest to the 911 Operations Manager and Guild eBoard by September 1st each year.

8.2.4.1 Qualifications required of employee will have at least five (5) years of experience as a CRESA non-probationary dispatcher and for the past 2 years be meeting expectations on performance evaluations nor have any corrective actions at oral warning or higher. All required certifications need to be current.

8.2.4.2 Selection will be based on overall guild seniority. However, current part-time employees will not be bumped out of existing positions.

8.2.4.3 Upon date changing of Job Status: Must cash out PTO however may maintain a balance of 60hrs. Must cash out all of Comp Time.

8.2.4.4 Commitment for full year and must be available to work all days and hours.

8.2.4.5 All eligible benefits for part-time employees will accrue at 50% of FTE.

8.2.5 Part Time Work Schedule. The agency will create part time schedules that best suit the operational needs of the agency.

8.2.5.1 The shifts may be any combination of days and hours that best supports 911 Operations as determined by the 911 Operations Manager. Available shifts will be a minimum of 4 hours unless employee agrees to a shorter shift.

8.2.5.2 Schedules are not covered under the FSLA exemption in Article 9.1.3 therefore not participating in the 4 day rotation schedule.

8.2.5.3 Part-time employee on an average will work at least 20hrs each week but no more than 29hrs each week on a regular basis (within the month).

8.2.5.4 Eligible for overtime pay when they work over 40hrs per week.

8.2.5.5 Part-time schedules will be created first to cover vacancies.

8.2.5.6 Each part-time employee will submit a proposed monthly schedule by the first of the previous month in advance to the 911 Operations Manager who will work with the employee to finalize schedule by 15 days in advance. Example: Proposed schedule for the July must be submitted by June 1st.

8.2.5.7 Employees may sign up for additional hours within the limit of maximum allowable hours for part-time.

8.2.6 Termination of Part-Time employment. The part time employee may provide notice at least 30 days in advance if they wish to return to a full time open position. Returning to a full time position outside of the annual shift bid will follow the trickle down process. Agency reserves the right to change or eliminate part-time positions for any reason, at the discretion of the Director, by providing not less than thirty (30) calendar days' notice.

8.3 Job Share Position was in previous contracts is being removed. Employees that previously participated in job share at 0.5 FTE had various impacts and were prorated at 50% for time served. Impacts include but not limited to Guild Seniority, Agency Seniority, Years of Service Wage Steps and Longevity Pay

8.4 Reinstatement. A former CRESA employee represented by the Guild or a current CRESA employee in a non-Guild represented position may be reinstated to a vacant Guild position in which the employee was formerly employed and satisfactorily completed the probation period, as long as the continuous break in service from and reinstatement to, the Guild represented position, is less than twelve (12) consecutive months. Reinstatement is based upon management's discretion and must be approved by the Director or designee.

8.4.1 Reinstatement Rights – Former CRESA Employee. A reinstated employee will have her/his previously acquired Agency and Guild seniority reinstated, less the break in service. The employee 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 employee is not required to serve a new probationary period.

- 8.4.2 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 position, will retain her/his Agency Seniority with no adjustment and will be reinstated to her/his Guild Seniority less the break in service. The employee 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.

8.4.2.1 A current CRESA employee who has been out of a Guild-represented position for more than twelve (12) 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 years of service. The employee's Guild seniority will be reset to the date the employee resumes her/his Guild-represented position less any time spent outside of the bargaining unit. 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.

- 8.5 **Rehire.** A rehired employee – 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 both their Agency and Guild seniority “reset” effective upon their new hire date. New probationary periods are required for any rehired employee.

9 HOURS OF WORK

9.1 Normal Work Schedule.

9.1.1 Dispatcher Work Schedule. A normal Dispatcher work schedule will consist of four (4) consecutive ten hour work days with four (4) consecutive days off except during weeks with scheduled training days as in **Article 9.4**. An additional fifteen minutes (0.25) at the start of each shift is for a briefing period part of regular hours but not subject to overtime.

9.1.1.1 "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.

9.1.2 Call-Taker Work Schedule. Call-taker work schedules will be developed to accommodate the demand of the busiest hours of the day and the busiest days of the week. A variety of call-taker schedules equaling forty (40) hours in a seven (7) day period may be provided (E.g. 8, 10, or 12 hour shifts).

9.1.3 Trainees

9.1.3.1 The work schedule for Trainees will be flexible. Absent academy classroom training, trainees will receive at least as many work hours as the Communications Training Officer (CTO) they are assigned to, excluding in-service days.

9.1.4 Floats. Trainees may be hired in addition to vacant core full-time positions to minimize expected vacancies due to normal attrition. There shall be no more than four (4) employees in float status at any time. Employees in a float status will be considered full-time employees.

9.1.4.1 An employee newly released from training will be placed into a vacant core position. In the event a core position is not available, the employee may be assigned to float status in lieu of layoff. Employees will be in a float status until a core position becomes available.

9.1.4.2 There will be no fixed work schedule for a float employee. Work days, starting times, and days off will vary based on monthly assignments. The float will be scheduled to augment staffing and provide coverage during major vacations and other leaves. Employees in float status will be assigned a rotation. The Agency reserves the right to change the start times within the rotation

providing the employee no less than seven (7) calendar days' notice; however, the employee may elect to waive the notice.

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 work days on and off will be consecutive.

9.3 Scheduled Start Times. The Agency will determine the starting and ending times 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 which 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. Actual shift starting times are determined by the Agency.

9.4 Continuing Dispatch Education (CDE). Each full-time employee may complete up to sixty (60) hours of training per year, collectively referred to as Continuing Dispatch Education. The sixty (60) 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 for required and elective training. Each part-time employee may complete up to forty (40) hours of training per year, collectively referred to as Continuing Dispatch Education. The hours (40) 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 eight (8) hours for required and elective training. Employees will not receive overtime for attending approved training unless and until all CDE hours have been used. Call takers are eligible for up to 16hrs of ET hours to be scheduled in lieu of regular work hours, flexing of schedule, if operationally possible, if not then eligible for overtime pay if in excess of normal /regular schedule. With approval of 911 Operations Manager.

9.4.1 In-Service Training Day. Mandatory attendance at four (4) pre-scheduled eight (8) hour in-service training days (totaling thirty-two (32) hours) 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 scheduled per side, per calendar month. Typically, In-service days will be scheduled during short pay periods if possible. All in-service training days will be included on the annual schedule prior to the annual shift bid process.

9.4.2 Required Training. Employees are responsible for selecting and successfully completing mandatory Continuing Education for required certification including but not limited to ACCESS, EMD, and CPR as primary use of CDE hours. 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. * Call Takers will be scheduled during regular hours or flex schedule for regular hour or if not available then outside of regular hours will be paid overtime.

9.4.2.1 Remedial training may be required to maintain acceptable performance standards. When this training cannot be completed during an employee's normally scheduled work hours, the hours can be worked as overtime (OT).

9.4.3 Elective Training. Elective training opportunities are secondary use of CDE hours which encompass qualifying for Continuing Education in public safety and up to 10 hours for mental health and wellness activities approved by the Training Manager or designee. Specific training opportunities will be published throughout the year for employees to review and sign up for.

9.4.3.1 Dispatchers can complete their elective training in any combination of before shift, after shift, or days off, but not during their regularly scheduled work shift.

9.4.3.2 Call takers can complete their elective training during their regularly scheduled work shift, with sufficient notice.

9.4.3.3 It is the employee's responsibility to reschedule any elective training affected by voluntary or mandatory shift changes.

9.4.3.4 By signing up for Continuing Dispatch Education classes, an employee is 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.

9.4.3.5 Annual elective hours will be prorated based on the trainee's completion of probation.

9.4.3.6 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.

9.4.3.7 Any elective training voluntarily missed will result in a reduction in overall annual pay.

9.4.4 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. For Required and Elective Training employees on the FSLA Exempt Schedule may be paid for completing up to a maximum of twenty-eight (28) hours per year. Required training takes precedence over elective training. Employees will not receive overtime for attending approved training unless and until all CDE hours have been used.

9.5 Primary and Secondary Shifts. Management, in consultation with the Guild, will designate Primary and Secondary Shifts for the annual shift bid.

9.5.1 Primary Shift. Is a shift that provides essential coverage and ensures adequate staffing at all hours and for all mandatory functions. NOTE: Employees in Primary Shifts will not be moved to fill vacant Secondary Shifts.

9.6 Annual Shift Bid. Dispatchers and Call Takers will bid for shifts once a year by the last day of October.

- Supervisors will bid prior to Dispatchers and Call Takers.
- Dispatchers will pick shifts by Dispatcher Classification Seniority.
- Call Takers will pick shifts by Call Taker Classification Seniority.
- Shift transitions will occur between January 16th and January 31st.

9.7 Filling Shifts. Once management has determined a shift will be filled, the procedure below will apply.

9.7.1 Probationary Employees. Upon completion of an employee's training, a probationary employee will be assigned to a shift at the discretion of the Agency. When the employee's probationary period is completed, a "Trickle

Down” shift bid will occur to fill whatever shift(s) need(s) to be filled so long as the “Trickle Down” bid occurs prior to October 1st. When a “Trickle Down” bid cannot occur prior to October 1st, the probationary employee will continue to fill the discretionary shift until the next Annual Shift Transition. For Trainees that have not completed probation before the annual shift bid, the training coordinator will determine if the trainee is at the point of successfully completing training and probation therefore eligible for annual shift bid and notify the employee and the guild by September 15.

9.7.2 “Trickle-Down” Shift Bid. Trickle Down shift bid will occur, provided the shift transitions can be completed by October 15.

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 of time, 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. Once all bidding is done, an employee in a Secondary Shift may be required to move to fill any available primary shift.

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 Filling a Primary Shift. When a primary shift is still vacant, open or new after a Trickle Down shift bid, a Secondary shift may be closed and the incumbent moved in order to fill the Primary Shift.

9.8.1 Probationary employees may be used to fill the shift before closing a Secondary Shift.

9.8.2 If necessary, the Secondary Shift within the same shift block on the same side will be closed and the incumbent will fill the vacant, open or new shift.

9.8.3 If there is no Secondary shift in the same shift block on the same side, any other Secondary Shift may be closed to fill the vacant, open, or new Primary Shift. Management will decide which Secondary Shift will be moved based on the least impact to staffing levels and workload.

9.9 Reassigning Shifts Due to Layoff. If a layoff is required (**Article 10.7**), 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.

9.10 Mandatory Shift Movements.

9.10.1 Any employee mandatorily required to fill a shift under **Article 9.8** shall receive a five-percent (5%) premium applied to all hours worked for the first eighty-two (82) hours of the assignment.

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

9.11 Shift Trades. Employees may trade one or more shifts during a work period provided the trade is with an equally qualified employee and complies with the following conditions and directive:

9.11.1 The Agency received notice of the trade and it has the approval of the Dispatch Supervisor or 911 Operations Manager or her/his designee.

9.11.2 It can be accomplished without additional cost to the Agency and will be reported for payroll purposes as if both employees had worked their regular shifts.

9.11.3 It would not unduly interfere with the operations of the Agency.

9.11.4 The trade occurs between a supervisor and an Acting Supervisor; provided that a supervisor may not trade a shift with an Acting Supervisor on a day in which the trade would result in less than Supervisor coverage minimums on the day of the trade.

9.11.5 It is a voluntary request on the part of the employees and not at the behest of the Agency.

9.11.6 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.

9.11.7 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".

9.11.7.1 PTO or Comp time will be deducted from the employee who was originally scheduled to work, if the shift is not covered.

9.11.7.2 Failure to work or arriving significantly late for any reason will result in the following discipline:

9.11.7.2.1 Tracked on a rolling twelve (12) month calendar from the most recent incident.

9.11.7.2.2 First Incident. Three (3) month ban on shift trading and Oral Counsel.

9.11.7.2.3 Second Incident. Six (6) month ban on shift trading and Oral Warning.

9.11.7.2.4 Third Incident. Twelve (12) month ban on shift trading and Written Warning.

9.11.7.3 Minor tardiness will be dealt with through normal corrective action procedures.

9.11.7.4 Employees who are trade banned are still required to pay back all trades owed.

9.11.8 The employee working an approved shift trade will be considered for overtime using his/her own accumulated overtime hours.

9.11.9 Shift “Swaps”. A Shift “Swap” is when two employees 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.

9.12 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*
*May combine meal periods (refer to directive 10.036)		

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 based on total length of continuous service with the Agency in positions represented by the Guild. Seniority accrued for previous Job-Share employees were impacted by 50%. 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. This means that supervisors accrued Guild seniority up until the point the supervisors were disclaimed on September 1, 2022. Thereafter employees effective date of promotion to supervisor will no longer accrue seniority within this guild.
- 10.3** Part-time employees will accrue seniority at a rate of 50%. Impacts include but not limited to Guild Seniority, Agency Seniority, Years of Service Wage Steps and Longevity Pay *Prior Job Share employees accrued seniority at a rate of 50% this is memorializing the change.
- 10.4** Classification Seniority and Guild Seniority will be impacted by Article 16 and during a period of layoff from which the employee is recalled.
- 10.5 Probationary Periods.**
- 10.5.1 New Hires.** Newly hired employees will serve a probationary period beginning on date of hire and continuing for the duration of four (4) months following the successful completion of either the full Dispatch or Call Taking training program for which the employee was hired. 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 continuous leave of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.
- 10.5.2 Promotional Hires.** Employees who are promoted to other positions represented within the Guild will serve a probationary period from the date of promotion continuing for the duration of four (4) months following the successful completion of the training for the position. If a promoted employee fails to successfully complete the probationary period, s/he will be returned to her/his former position. 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 continuous

leaves of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.

10.6 Re-Classification

- 10.6.1** An employee hired to become a Dispatcher who does not successfully complete Dispatcher training may, at the discretion of the Agency, be retained as a Call Taker; provided there is a Call Taker position open and the employee successfully completes the New Hire Call Taker training program.
- 10.6.2** An employee may voluntarily reclassify to a lower classification that is budgeted and vacant.
- 10.6.3** Reclassify to Call Taker position will be considered when there is sufficient staffing that would not reduce staffing in the Dispatcher classification below eighty percent (80%) of the budgeted FTEs.
- 10.6.4** New reclassification requests need to be submitted to the 911 Operations Manager and the Guild eBoard by September 1.
- 10.6.5** Reclassification requests will be ranked by guild seniority and granted or denied according to Agency policy by September 25.
- 10.6.6** Supervisors may demote to an open Dispatcher position, if demotion occurs outside of the above timelines will follow the trickle down process. . Guild seniority for a supervisor demoting into a Guild (CCDG) represented position refer to article 10.2

10.7 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.

- 10.7.1 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.
- 10.7.2 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.
- 10.7.3 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.

- 10.7.4 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.
- 10.7.5 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.
- 10.7.6 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 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.

11.1.1 Effective January 1, 2025, the salary schedule will be increased by six percent (6%) pending CBA ratified by 3/31/25.. [Note: Retroactivity applies to current, active employees only.]

11.1.2 Effective January 1, 2026, the salary schedule will be increased by four percent (4%).

11.1.3 Effective January 1, 2027, the salary schedule will be increased by four percent (4%).

11.2 Salary Ranges. Refer **Appendix A**

11.3 Step Increases. Employees are eligible for step increases in their compensation in accordance with the attached salary schedules. Refer **Appendix A**

11.4 Promotions. An employee who is promoted from one classification to another classification will be appointed to the lowest step in the new range which results in approximately a five percent (5%) increase, or the first step of the new range, whichever is greater.

11.5 Specialty Positions and Working out of Class. Listed below will be compensated ten percent (10%) above their base rate of pay for time performing specialty work. In addition, each year a five-hundred dollar (\$500) specialty bonus will be provided to each active certified specialty position paid on 11/1-11/15 payroll. If position and certification is obtained at half year entitled to 50% of specialty bonus. Specialty positions selection, certification and requirements will be outlined in directive.

11.5.1 Acting Supervisor and Working Out of Class. Dispatcher who is assigned to perform substantially all the duties of the higher classification of Dispatch Supervisor. The Agency retains the right to determine, in advance, a group of employees qualified to perform work outside of their regular position as Acting Supervisor. The Agency and the Guild will work together to establish any required prerequisites and/or process through a Written Directive.

11.5.2 Trainer Pay. Employees who are designated by the Agency to serve as Training Officers, APCO Instructors and CPR Instructor will be compensated for all hours spent in authorized training and preparation time (Excluding meetings). Effective the first of the next month after the CBA has been ratified employees will receive an additional \$1.50 per hour for hours actively on the job training and completing

DORs with a trainee, this does not include sitalongs, meetings or facilitating instructional classes. The Agency retains the right to designate trainers, to assign employees to trainers and to schedule training.

11.5.3 EMD-Q Pay. Employees who are designated by the Agency to complete EMD quality assurance reviews as an EMD-Q will be compensated for all hours spent in authorized quality assurance activities (Excluding meetings). The Agency retains the right to designate the EMD-Q, including part-time employees.

11.6 Longevity Pay. An employee 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 employee’s most recent date of hire; provided that any changes to employee’s longevity increase date resulting from this paragraph will take effect on the employee’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%

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

11.7.1 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.

11.7.2 Changes that occur on the 16th through the end of the month will take effect on the 1st of the following month.

11.8 Shift Differential. Employees whose regular work shift is scheduled to start between the hours of 10:45 – 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 – 2045 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.

11.8.1 Overtime Hours Exception: Employees 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.

11.8.2 Shift differential will also be paid on overtime hours and/or voluntary shift flex hours (**Article 12.5**) that fall within the differential specified hours, even if the employee’s regular scheduled shift is not eligible for shift differential.

- 11.8.3** Employees who voluntarily flex their schedule (**Article 12.5**) will not lose their shift differential. Shift differential will be included in the regular rate of pay for overtime compensation if the employee is compensated in pay rather than time off.

If the employee elects compensatory time off, shift differential will be paid for the qualifying hours and the employee 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
SD	1045-2100SD	SD
SD	1245-2300SD	SD
SD	1445-0100 SD	SD
SD	1645-0300 SD	SD
SD	1845-0500 SD	SD
SD	2045-0700 SD	SD

11.9 Holiday Work Premium.

- 11.9.1** 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 (effective 2024) As Observed
- Independence Day July 4th
- Labor Day As Observed
- Thanksgiving Day As Observed
- Halloween October 31 from 1700 – 2300 effective 2023
- Christmas Day December 25th
- New Year's Eve December 31st
- Floating Holiday (See 11.9.2.1 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.

- 11.9.2** Employees 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.
- 11.9.2.1** Employees who have completed probation 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. Employees must use this floating holiday within the calendar year or it will be forfeited. Except for premium overtime payment under **Article 11.9.4**, this floating holiday may not be scheduled on a non-scheduled work day or in conjunction with any other paid holiday.
- 11.9.3** Employees 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.
- 11.9.4** Employees 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 the purposes of this section, the holiday is determined by when the employee starts working. For example, if an employee starts their regularly scheduled shift on December 24, 21:00 and is held over to 09:00 on Christmas day, the hours held over are paid at 1.5 times. Conversely, if an employee starts on December 25, 21:00 and is held over to 09:00 on December 26th, the hours held over are paid at 2.5 times.
- 11.10 Payroll.** Employees 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.
- 11.11 Timecards.** Agency employees are responsible for submitting complete and correct timecards for approval within payroll deadline in order to receive a paycheck or direct deposit on payday.

12 OVERTIME

12.1 Calculation of Overtime. Except as provided in **Section 12.1.1** below, overtime pursuant to this Agreement will be defined as authorized work performed in excess of the employee's regularly scheduled work shift. It will include time on paid leave except that the double time rate payable under **Article 12.2** 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.

12.1.1 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 payroll period until he/she has worked additional hours sufficient to cover the hours missed in no-pay status, except if mandatory overtime is assigned by supervisor or manager then it will be paid at overtime rate.

12.2 Compensation of Overtime. Regular overtime will be compensated at the rate of time and one half (1.5) the employee's regular rate of pay. All hours worked in excess of twelve hours (12), consecutively in a workday, will be compensated at double the regular rate of pay. Overtime will be rounded to the nearest quarter hour. Rounding means an employee must work eight (8) minutes beyond the hour before an employee is eligible for overtime. Refer to 12.4 Double Back and 11.9.3 holiday overtime pay

12.3 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. Refer to the Overtime Directive 10.029 for detailed specifics. Overtime shall be distributed as follows:

12.3.1 Overtime for Supervisor/ Vacancies. Effective through 1/15/2024: Supervisors will be assigned overtime to cover Supervisor or vacancies, however if not available then an AS or the senior Dispatcher on duty may be assigned to serve as an acting supervisor to cover staffing gaps. Effective 1/16/24 and ongoing: If no Supervisor or Acting Supervisor is available, the senior Dispatcher on duty may be assigned to serve as an acting supervisor to cover staffing gaps.

12.3.2 Consideration for Voluntary Overtime. When assigning voluntary overtime under any classification the eligible employee 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 employee with the most Guild Seniority.

12.3.2.1 Employees are not eligible for voluntary overtime that would cause them to work a shift longer than fourteen and one-quarter (14.25) hours, or when they have not had a rest period of at least eight (8) hours in a twenty-four (24) hour period.

12.3.3 Consideration for Mandatory Overtime. An employee will not be considered for mandatory overtime which would cause less than ten (10) hours (excluding briefing period) between shifts, unless all other options have been exhausted then no less than eight (8) hours of rest period with Operations Manager approval.

12.3.3.1 Employees are not eligible for mandatory overtime that would cause them to work a shift longer than fourteen and one-quarter (14.25) hours, or when they have not had a rest period of at least eight (8) hours in a twenty-four (24) hour period.

12.3.3.2 When assigning mandatory overtime under any classification, the employee 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 employee with the least Guild seniority will be mandatoried. An employee taking their briefing period as PTO does not make them immune to mandatory overtime.

12.3.4 Consideration for Employee on a Trade. When assigning voluntary or mandatory overtime, an employee working a trade will have her/his own hours used.

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

12.3.5 Consideration for Trainees. When assigning overtime, trainees in the fire or police academy or on-the-job training may be eligible for on-duty overtime at the discretion of the Training Manager. They may volunteer for off-duty overtime if they are qualified for it.

12.3.6 Overtime Assignment & Distribution of Overtime. Please refer to the Overtime Directive (10.029). 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.

12.4 Double Back. Double backs are discouraged. A "Double Back" occurs when an employee 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.

12.5 Flex Time. Flex time is defined as the voluntary shortening of regularly scheduled hours of work when overtime is caused by staffing shortages or mandatory work. A supervisor may not force an employee to flex hours. When minimum staffing levels are met, an employee working overtime may elect to flex work hours as follows:

Examples	OT Hours Worked	Regular Hours	Paid Leave	Total Hours
No Flex	2 Hours @ 1.5X	10.25 hours @ Straight pay	0 Hours	12.25 Hours
No Flex	2 Hours @ 1.5X	8.25 hours @ Straight pay	2 Hours	10.25 Hours worked/2 hours Paid Leave
Flex Example 1	2 Hours @ 1.5X	8.25 hours @ Straight pay	0 Hours	10.25 Hours worked/2 hours Flex Time
Flex Example 2	4 Hours @ 1.5X	8.25 hours @ Straight pay	0 Hours	12.25 Hours worked/2 hours Flex Time

12.6 Hours 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 an employee performs voluntary work outside of the regularly scheduled shift due to such events, an employee 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 employee.

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 employee 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 (144) 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. Employees 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 12.2.**

12.8.1 Notification of Mandatory Overtime on a Monday. An employee assigned to mandatory overtime (holding over) on her/his first scheduled day (excluding days spent in mandatory training) will be considered “notified” for callback purposes when the following occurs:

- Supervisor sends an email; and
- Supervisor sends a text message; and
- 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 an employee is scheduled to report for a meeting that is not consecutive to the employee’s regular work hours, the employee 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 authorized voluntary work hours at special events such as but not limited to the Clark County Fair and other recruitment events. 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, except that holiday pay will apply if applicable.

12.10.2 In order to receive double time pay, an employee must actually work more than twelve (12) hours at the special event.

12.10.3 Hours worked in the course of an employee’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 be subject to the same limitations as voluntary overtime.

12.10.5 Refer to Article 16 No Pay or Unpaid Status

13 PERSONAL TIME OFF (PTO)

13.1 Purpose. Each employee 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.

13.2 Accrual. Personal time off for regular full-time employees will be accrued in accordance with the schedule below;

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	224 hrs./year	448 Hours	9.5 hrs.
15 Years	256 hrs./year	512 Hours	10.75 hrs.
20 Years	288 hrs./year	576 Hours	12.0 hrs.
25 Years	320 hrs./year	640 Hours	13.5 hrs.

13.3 Accrual Methods.

13.3.1 Employees will begin accruing at the rate indicated on each anniversary date. For example, an employee 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 employee’s regular schedule (employees will not earn additional PTO while on overtime). Accruals will be prorated for regular part-time employees.

13.3.2 Employees 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 an employee’s vacation is deferred at the request of the Agency, the employee will be allowed to continue accumulation of hours.

13.4 Use of PTO for Illness. For any absence due to illness or injury, it will be the employee’s choice to use either PTO, Comp Time or Sick Leave.

13.4.1 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.

13.4.2 Employees may use comp time, PTO and Sick Leave for the reasons identified in **Article 14.2** and for family members as identified in **Article 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.

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

13.5 Attendance. The parties agree that the PTO program established by this Article places responsibility and accountability on employees to establish and maintain a record of regular and reliable attendance. The Agency may continue to monitor employee attendance and the monitoring will include the tracking of unscheduled absences charged to the employee's PTO account. Standards regarding employee 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.

13.6 Scheduling of PTO and Compensatory Time Off (CTO)

13.6.1 Employees may not use accrued Personal Time off for vacation purposes during the first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period. Compensatory time off earned can be utilized regardless of length of service.

13.6.2 The scheduling of PTO will be as set forth in the Agency's Written Directives (WD 10.025). The Guild maintains the right to bargain over changes affecting mandatory subjects of bargaining. All advance requests for PTO or CTO will be submitted electronically.

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

13.6.4 Primary Vacation Bidding Process. For the purposes of the primary vacation bid process, when employees submit bids immediately after shift bid up through November 15th each year, major vacations will be approved by classification and by Guild Seniority within classification.

13.6.4.1 Dispatchers will bid with Dispatchers, and Call Takers will bid with Call Takers.

13.6.5 Secondary Vacation Bidding Process. For the purposes of the secondary vacation bid process, when employees submit bids through midnight December 1st, Dispatchers and Call Takers will bid separately by classification for minor vacations on the basis of Guild Seniority.

13.6.6 Vacation Approvals for Recently Released Trainees. Trainees completing their training between April 1st and June 30th will be approved for two (2) weeks off. Trainees completing their training between July 1st and October 31st will be approved for one (1) week off.

13.6.6.1 Trainees must have sufficient PTO or Comp Time accruals to cover the time off.

13.6.6.2 The 911 Operations Manager will work with the employee to identify available, approvable time.

13.7 PTO Sell Back. Employees may sell back a maximum of one-hundred twenty (120) hours of accrued PTO time per year on or before December 31st annually. To be eligible the employee has 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 employee must submit a completed Request to Sell PTO form to the payroll department n or before December 31st and the election would apply on June 15th and/or December 15th the following year.

13.8 Termination Pay Out. Upon termination of employment, an employee with more than six (6) months of service with the Agency will be paid for all earned and accrued PTO at the employee's base rate of pay at the time of termination. Employees 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)
- WDVLE – 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.

15.3 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. Premiums for benefits are established by law. 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.

15.4 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.

15.4.1 For the following family members, the employee will be allowed up to forty-one (41) hours of 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.

15.4.2 For the following family members a maximum of 20.5 hours per occurrence and per relative will be allowed for bereavement leave (equivalent of two (2) 10.25 hours of workdays), 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.

15.4.3 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.

15.4.4 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.

15.5 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)

15.6 Return from Leave. Upon return from leave, the employee will be reinstated to the position and salary step held prior to the leave.

15.7 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 An employee is in "no pay status" with CRESA when an employee is on leave and not receiving pay from CRESA. After 14 days in no pay status, an employee will stop accumulating Classification seniority. After 14 days in no pay status, an employee will stop accumulating Guild seniority unless the employee is on a state or federally designated leave, such as Paid Family Medical Leave (PFML) or the Family and Medical Leave Act (FMLA). Please see MOU 2025-0331 between CCDG and CRESA for one time adjustment of seniority for those impacted by seniority accrual due to approved federal and state leaves of absences.

16.1.1 Time on unpaid leave of fifteen (15) calendar days or longer will effect eligibility for the next step increase.

16.2 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 payroll period until he/she has worked additional hours sufficient to cover the hours missed in no-pay status, except if mandatory overtime is assigned by supervisor or manager then it will be paid at overtime rate.

16.3 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" twelve (12) month period from the date of the most recent 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 from date of notification of no pay status.
- 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.
- For the second no-pay event, within the same twelve (12) month period, an employee will receive an oral warning. Also not eligible to sign up for voluntary overtime or special events for 60 days from date of notification of no pay status.
- Should an employee have a third no-pay event within twelve (12) month period from last incident, 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 from date of notification of no pay status.

16.4 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.

16.4.1 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) provider substantially equal or better coverage than the existing plan(s).

17.1.2 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.

17.1.3 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.

17.1.4 Additionally, during any status quo period following expiration of the current benefit plan participation 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.

17.2 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 Regular part-time employees will be eligible for a part time medical plan and dental plan. The agency will pay seventy percent (70%) of the agency's contribution for the medical and dental plan selected by the employee. The employee shall contribute the amount above the agency contribution. Temporary increases in work hours will not result in an increase in

benefits available or employer contribution, unless the increase in hours continues for three (3) consecutive months or more.

17.2.4 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 26. 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.

17.2.5 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.

17.2.6 For recalled employees, coverage will resume on the first of the month following the date of recall.

17.2.7 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 as defined by the benefit summary plans.

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 based on Benefit Summary Plan.

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 were 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. Effective June 1, 2024, Public Safety Employees Retirement System (PSERS) expanded membership to include public safety telecommunicators therefore employees were able to make that one time selection to change. ligible employees hired after 7/1/2024 will be enrolled in PSERS.

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.

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.

17.11 Cell Phone Expense Reimbursement for Overtime Notifications: Employees utilizing their personal cell phone for overtime notifications, the agency will pay an expense reimbursement of \$2.50 a month, \$30.00 a year, payable in December. Employees must have the cell phone number on file with the agency and are subject to the Overtime Directive (10.029).

18. GRIEVANCE AND ISSUE RESOLUTION PROCESS

- 18.1 Issue and 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, an employee (or the Guild) may present a grievance or issue to the Supervisor for resolution. The Supervisor or AOM will resolve and/or respond to the grievance within fourteen (14) calendar days. Although employees are encouraged to attempt resolution at this informal level, an employee may also commence the grievance formally at Step 1 below.
- 18.3 Formal Resolution Process.**
- 18.3.1 Step 1 Grievance – 911 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 911 Operations Manager for resolution. The grievance must be in writing on the grievance form. The 911 Operations Manager will resolve and/or respond to the grievance within fourteen (14) calendar days.
- 18.3.2 Step 2 Grievance – Deputy Director, or Designee**
The employee or the Guild may advance the grievance to Step 2 within fourteen (14) calendar days of the 911 Operations Manager’s response by submitting the grievance form to the Deputy Director. If the 911 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 911 Operations Manager’s response deadline, outlined in Step 1. The Deputy 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.

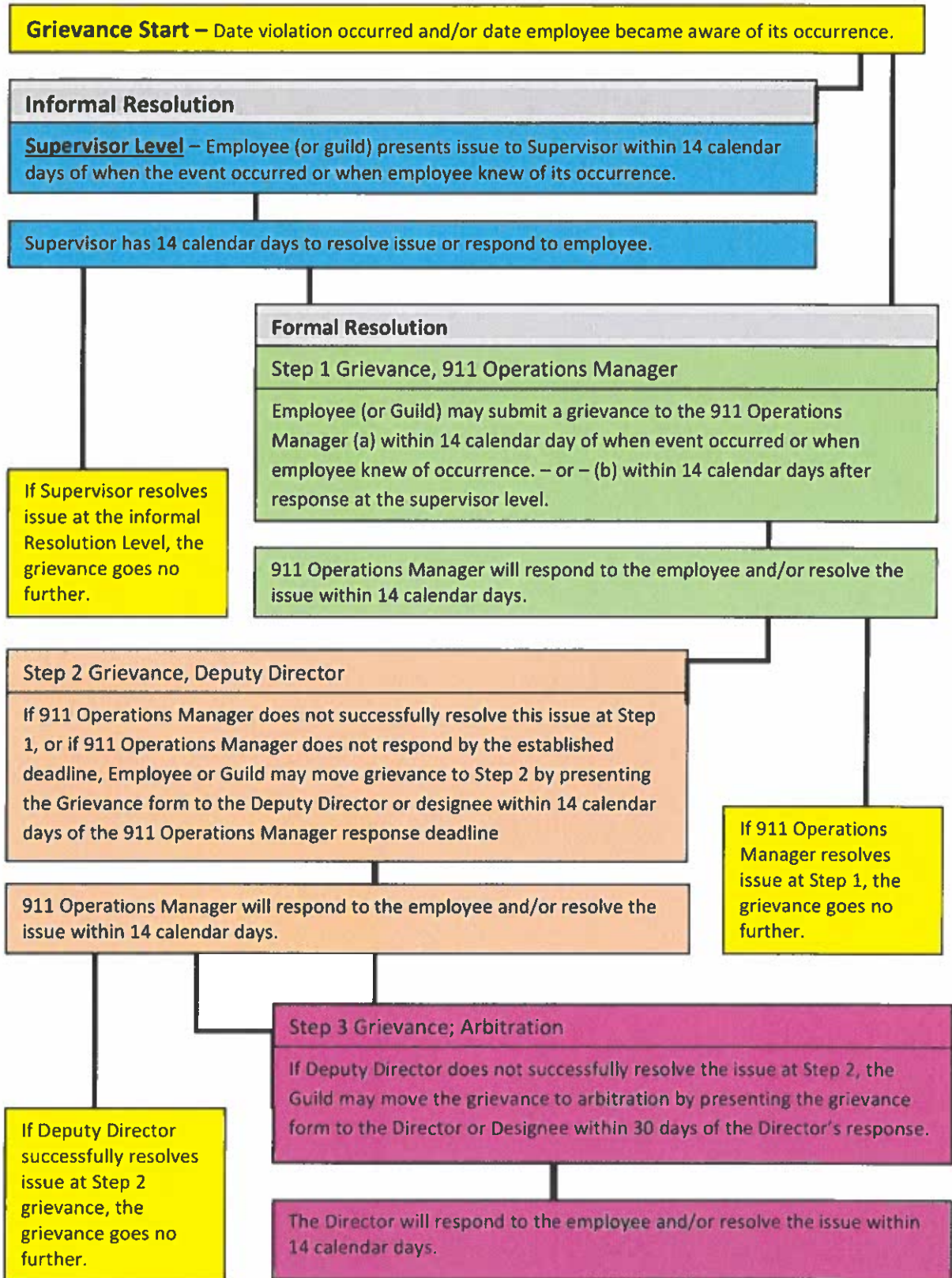
After the grievance has been advanced to Step 3, the parties' representatives may confer and attempt to agree on a neutral arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of the Guild's demand to arbitrate, the Guild will submit a request for a list of seven (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, and must include a copy of proposed changes, and must refer to the specific Article(s) to be 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 **January 1, 2025** through **December 31, 2027**. 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 not later than six (6) months prior to the expiration date.

APPROVAL SIGNATURES

For CLARK REGIONAL EMERGENCY
SERVICES AGENCY


Dave Fuller, Director Date

For CLARK COUNTY
DISPATCHERS GUILD

 3/31/25
Jacqueline Piggott, President Date

 4/3/25
Jason Fritz, Deputy Director Date


 03.31.2025
Sarah Jurhs, Vice President Date

 4/3/25
Greg Rossmiller, 911 Operations Manager Date

 3/31/25
Jamika Lawson, Secretary Date

 4/7/25
Leslie Chapman, HR Manager Date

 3-31-25
Memorie Sanders, Treasurer Date

 3/31/2025
Jennifer Melton, Guild Information Officer Date

APPENDIX A

Effective 1/1/2025 the wages will be increased by six percent (6%) if CBA is ratified by 3/31/25

2025 Represented Dispatchers Guild (6% Increase)							
911 Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly, Represented, Range 130	\$34.69	\$36.44	\$38.30	\$40.21	\$42.21	\$44.36	\$46.56
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	47.03	47.26	47.72	47.96	48.19	48.42	48.66
911 Call Taker	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Hourly, Represented, Range 115	\$30.03	\$31.52	\$33.09	\$34.69	\$36.44	\$38.30	
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	38.68	38.87	39.26	39.45	39.64	39.83	40.02
911 Trainee Steps	Step 1 CallTaker	Step 2 Dispatch	Step 3 Dispatch				
Range 100	\$30.03	\$31.52	\$33.09				

Effective 1/1/2026: the wages will be increased by four percent 4%

2026 Represented Dispatchers Guild (4% Increase)							
911 Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly, Represented, Range 130	\$36.08	\$37.90	\$39.83	\$41.82	\$43.90	\$46.13	\$48.42
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	48.90	49.15	49.63	49.87	50.11	50.36	50.60
911 Call Taker	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Hourly, Represented, Range 115	\$31.23	\$32.78	\$34.41	\$36.08	\$37.90	\$39.83	
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	40.23	40.43	40.83	41.02	41.22	41.42	41.62
911 Trainee Steps	Step 1 CallTaker	Step 2 Dispatch	Step 3 Dispatch				
Range 100	\$31.23	\$32.78	\$34.41				

Appendix A Page 2

Effective 1/1/2027: the wages will be increased by four percent 4%

2027 Represented Dispatchers Guild (4% increase)							
911 Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly, Represented, Range 130	\$37.52	\$39.42	\$41.42	\$43.49	\$45.66	\$47.98	\$50.36
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	50.86	51.12	51.62	51.87	52.12	52.37	52.63
911 Call Taker	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Hourly, Represented, Range 115	\$32.48	\$34.09	\$35.79	\$37.52	\$39.42	\$41.42	
	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	Current Step	Current Step	Current Step	Current Step	Current Step	Current Step
	1.00%	1.50%	2.50%	3.00%	3.50%	4.00%	4.50%
	41.83	42.04	42.46	42.66	42.87	43.08	43.28
911 Trainee Steps	Step 1 Call Taking	Step 2 Dispatch	Step 3 Dispatch				
Range 100	\$32.48	\$34.09	\$35.79				

- Range 100, Trainee Step Progression
 - Trainees will be eligible for their first step increase at eight (8) months or successful completion of phase one call-taking training. If hired as call taker will proceed to classification 115 Step 2 and be eligible for annual step increases thereafter.
 - Trainees in Dispatch training will be eligible for their next step increase following six (6) months of successful service (or completion of the full dispatch training program)
 - Following completion of probation for the full dispatch training, Trainees will proceed to Range 130 Dispatcher Step 1 and be eligible for annual step increases thereafter.
 - Trainee step increases will be delayed/suspended while on a written Training Improvement Plan or for being on continuous leave of absence 15 days or more.
- Call Takers and Dispatchers will be eligible for the next step increase after twelve (12) months of satisfactory service in each step of the range unless otherwise impacted by **Article 16**