

1. INTRODUCTION

1.1. Preamble

1.1.1. This Agreement is by and between the **LEWIS COUNTY EMERGENCY SERVICES DEPARTMENT**, acting by and through **the Board of County Commissioners of Lewis County**, hereinafter referred to as the "EMPLOYER" and the **LEWIS COUNTY DISPATCHERS GUILD** hereinafter referred to as the "GUILD".

1.2. Purpose

1.2.1. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences which may arise, and to establish standards of wages, hours, and other conditions of employment.

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Guild as the exclusive bargaining representative for all Telecommunicators of Lewis County Communications, excluding the Director, Manager, Administrative Secretary, Systems Administrator, and temporary employees.

2.2. Employee Definitions

2.2.1. Probationary Employee: An employee shall be considered a probationary employee after they have satisfactorily completed all three (3) phases of the telecommunications training program and are working independent of a direct training officer. This probationary period shall be for a time of twelve (12) months from the date the Probationary Appointment letter is issued. During this probationary period, the employee may be discharged or disciplined without a recourse to the grievance procedure.

2.2.2. Full-Time Employee: A full-time employee is an employee regularly scheduled to work an average of one hundred seventy-three and three tenths (173.3) hours per month. Full-time employees receive all benefits herein.

2.2.3. Part-Time Employee: A part-time employee is an employee regularly scheduled to work less than one hundred seventy-three and three tenths (173.3) hours per month. Except where expressly restricted or provided to the contrary, part-time employees shall accrue or earn benefits in an amount which is that fractional part of the benefit that the regularly scheduled number of hours of employment bear to the total number of hours of a full-time employee (173.3 hours per month). A part-time employee may at times meet or exceed the 173.3 hours per month average and still be considered “part-time”, as long as the occurrence is temporary in nature lasting no more than three (3) consecutive months.

2.2.4. Casual Employee: Casual employees shall not be in the bargaining unit or be subject to the provisions of this Agreement. A casual employee is an employee hired to work during a period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency, or an employee who fills a vacancy caused by an employee absence.

2.2.5 Trainee Employee: An employee regularly scheduled to work full or part-time that has not yet completed the telecommunications training to include “Call Taking”, “Fire/EMS Radio” and “Law Radio”. Once sign off occurs, the trainee employee is now a probationary employee and their name will be listed on the mandate list.

3. GUILD SECURITY

3.1. Membership

3.1.1. Membership or non-membership in the Guild shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Guild or who has applied for membership shall sign and deliver to the Guild, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Guild. Such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Guild and County. Employees who are not members of the Guild may make voluntary payments to the Guild by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

3.1.2. The Guild shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Guild for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4. MANAGEMENT RIGHTS

4.1. Customary Functions

4.1.1. Customary Functions: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer and its management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- a) to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees:

- b)** to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c)** to determine the number of employees to be employed;
- d)** to hire employee, determine their qualifications and assign and direct their work;
- e)** to evaluate employees' performances;
- f)** to promote demote, transfer, lay off and recall to work employees;
- g)** to set the standards of productivity, the services and products to be produced;
- h)** to determine the amount and forms of compensation for employees;
- i)** to maintain the efficiency of operation; to determine the personnel, methods, means, and facilities by which operations are conducted;
- j)** to set the starting and quitting times and the number of hours and shifts to be worked;
- k)** to use independent contractors to perform work or services;
- l)** to subcontract, contract out; expand, reduce alter, combine transfer assign, or cease any job, department, operation or service;
- m)** to control and regulate the use of facilities, equipment, and other property of the Employer;
- n)** to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;

o) to determine the number, location and operation of department, divisions and all other units of the Employer;

p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

4.1.2. Non-Waiver: The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this Agreement.

4.2. Employer Options

4.2.1. The Employer and the Guild hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

4.3. Performance Standards

4.3.1. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this

Agreement. When management makes a revision of performance standards and or policies, the Guild shall be notified prior to implementation of the change.

5. EMPLOYMENT POLICIES

5.1. No-Strike Clause

5.1.1. The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Guild recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

5.1.2. The Guild and the employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position, or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment for the purpose of inducing, influencing or coercing a change in his or her conditions of compensation, or rights, privileges, conditions or obligations of employment of themselves, fellow employees, or other employee groups.

5.1.3. The Guild agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, participate in, encourage, or support any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted), boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Guild and the Employees agree that they will not honor any picket line established by any labor organization in the event of being called upon to cross such picket line in the performance of duty.

5.1.4. Employees who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer including, but not limited to, recovery of any financial losses suffered by the Employer as a result of such prohibited actions.

5.1.5. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.

5.1.6. In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Guild of the alleged breach.

5.2. Meal & Rest Periods

5.2.1. Employees shall have a paid meal period of thirty (30) minutes. Employees will be able & available for call-back to duty during meal and rest periods. There will be no overtime compensation for missed meal periods.

5.2.2. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one (1) thirty (30) minute meal period prior to or during the overtime period. Employees working four (4) or more hours will be allowed an additional rest period.

5.2.3 Employees shall be allowed a rest period of not less than fifteen minutes, on the Employer's time, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. Rest breaks must be taken within the county courthouse and/or the prescribed area, with the employee able & available for call-back to duty.

5.3. Jury Duty

5.3.1. An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received by the employee from the court for performing such service may be retained by the employee due to the administrative costs of reimbursement. Employees released from jury duty during working hours will immediately return to work.

5.4. Military Leave

5.4.1. An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay.

5.5. Staff Meetings

5.5.1. The Employer shall be permitted to call mandatory attendance staff meetings. These meetings may consist of all or only a portion of the staff, dependent upon job position classification. An employee shall be compensated for all time in mandatory attendance with a minimum of two (2) hours at his or her applicable rate of pay.

5.5.2. The two (2) hour minimum shall not apply when such meetings take place during the employee's regular shift hours or when the meeting is

contiguous and without a break in service to the employee's shift hours. Except in cases of emergency or other circumstances warranting shorter notification, five (5) calendar days prior notification of meeting time and dates shall be provided to the employees.

5.5.3. Employees on prior approved vacations will not be required to attend mandatory meetings.

5.6. Training

5.6.1. The Director is permitted to conduct, or direct the attendance of an employee, and each employee shall attend, any and all school and training sessions as mandated by the Employer. All travel time for employees commuting to training outside of the employee's normal portal to portal travel shall be paid at the employee's applicable rate of pay provided such training takes place outside of Lewis County.

5.6.2. All mandatory training, as required by the Employer or mandated by State Law, shall be considered working time and shall result in compensation at the employee's applicable rate of pay for actual class time.

5.6.3. Employees who report to work directly to an alternative work site within Lewis County will be paid for only actual hours of work and not transit to and from the alternate work site nor shall such employees be compensated for lunch provided that an employee's lunch period can be taken without restrictions.

5.6.4. Voluntary attendance at non-required training courses, for the purpose of individual career advancement or enhancement, shall not be considered compensable work time provided that the following four (4) general principles are met:

- a)** Attendance is outside the employee's regular working hours; and

- b)** Attendance is in fact voluntary. It is not voluntary if attendance is required by the Employer or if the employee is led to believe that non-attendance will prejudice working conditions or employment standing; and
- c)** The employee does not perform productive work during such attendance; and
- d)** The program lecture, or meeting is not directly related to the employee's job.

5.6.5. In the event that an employee is released by the Director or designee from the entirety of the employee's regularly scheduled shift so as to facilitate the employee's travel to the training location, compensation will be in accordance with the Lewis County Travel Policy and the FLSA (Federal Labor Standards Act). The Lewis County Travel Policy will be issued as part of orientation package.

5.6.6. An employee may be directed by the Director or designee to undergo a psychological evaluation to identify a mental disorder or impairment provided that the Employer can show that such examination is job-related and consistent with business necessity. Additionally, "job related and consistent with business necessity" must involve one of the following circumstances:

- a)** When an employee is having difficulty performing his or her job effectively.
- b)** When an employee becomes disabled on the job or wishes to return to work after suffering an illness or injury.
- c)** If an employee requests an accommodation.

d) If medical examination, screening and monitoring is required by other laws.

5.6.7. Psychological Evaluation: The Employer shall be given a copy of the psychologist's report provided, however, the patient/doctor confidential relationship shall be otherwise maintained. The Employer shall select the evaluator and pay for the cost of such evaluation and/or counseling. Time in attendance at the Employer mandated evaluations or counseling shall be considered compensable time payable at the employee's applicable rate of pay.

5.6.8. An employee may be requested by the Director or designee to attend a Critical Incident debriefing. If the employee honors such request and attends, all time in attendance shall be compensated at the employee's applicable rate. In the event that the employee declines to attend, the employer shall not compel such attendance. It shall not be compensable time when an employee, without direction of the Director or designee, attends any Critical Incident Stress debriefing.

5.7. Liability Insurance Coverage

5.7.1. Upon inquiry, an employee shall be provided with the Employer's liability insurance carrier's name and amount of coverage, or the fact and extent of self-insured status.

5.7.2. Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in an action filed against an individual employee for job related civil actions, and where the Employer has undertaken or should have undertaken representation, the Employer shall assume full responsibility for any monetary damage made by the court.

5.8. Hearing Examinations

5.8.1. The Employer shall provide, at Employer expense, hearing monitoring and testing once a year for all employees, to be held in June or July. The Employer shall communicate with each employee in order to attempt to have appointments scheduled at a time convenient to each individual employee. Copies of results shall be provided to the employee and a copy shall be placed in the employee's medical file. Each employee shall attend such examination and such time in attendance shall be deemed compensable working time.

5.8.2. An employee who develops a medical problem associated with the use of standard-issued ear phones shall notify the Employer in writing of the alleged problem. The Employer may request the employee to be examined by a physician and /or specialist of the Employer's choice. Should the results of the examination indicate that a custom fitted ear piece will alleviate the medical problem, the Employer shall authorize the employee to be fitted with a custom-made ear piece. The cost of the ear piece shall then be paid for by the Employer.

5.9. Labor Management Meetings

5.9.1. Labor/management meetings shall be held as needed upon the mutual agreement of the Employer and the Guild. The purpose of such meetings is to facilitate communication between the Employer and the Guild on matters relating to collective issues and concerns affecting the Employer and the bargaining unit. These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract provision negotiations procedure, or to air individual employee concerns.

5.9.2. On behalf of the Guild, only the Guild representative and the two (2) elected stewards shall be present for the purpose of representation of the Guild's position. No more than three (3) Employer representatives shall be present for representation of the Employer's position. Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay.

By mutual written agreement, additional employees may attend the meetings. Unless the Employer and Guild mutually agree otherwise, this provision shall expire on the termination date of this instant contract.

5.10. Vacation Transfer

5.10.1. Any employee with more than one (1) year of completed service in an established and budgeted position may transfer a portion of his/her accrued annual leave to another regular full-time or part-time employee with more than one (1) year of completed service in an established and budgeted position. This transfer is contingent upon approval by the department head for both the employee authorizing and the employee receiving the transfer. The transfer is further restricted for the purposes of catastrophic or extended illness of the employee or the employee's immediate family as defined in sub-section 5.10.5 below. To effect the transfer, when different funds are involved, cash will be transferred from the fund of the donating employee to the fund of the recipient employee.

5.10.2. No employee may transfer annual leave time to another if such transfer would leave the transferring employee less than forty (40) hours of credited annual leave. No employee may receive more than two hundred forty (240) hours of transferred annual leave for any one catastrophic illness or in any calendar year, whichever is longer.

5.10.3. The employee transferring the annual leave time shall authorize the transfer in writing. Copies of the written authorization shall be provided to the receiving employee's department head and the auditor's office for payroll purposes. This voluntary transfer of leave time, once authorized, is not revocable by the transferring employee. Should the receiving employee not need to use the transferred annual leave time due to death, illness recovery, separation from county employment, that transferred leave time shall revert back to the transferring employee. Annual leave time transferred by qualifying employees shall be transferred in increments equal to the total number of hours

in the workday of the employee transferring the leave time. The hours transferred shall be converted to dollars at the hourly rate of pay for the transferring employee. Once transferred, they shall be reconverted to hours based on the receiving employee's hourly rate of pay.

5.10.4. The transfer of annual leave time shall be available only if the receiving employee is suffering from an injury, illness or disability preventing the employee's return to work and only to the extent that such leave is in excess of the receiving employee's accumulated annual leave time, sick leave time, compensatory leave time or leave with pay to which that employee is entitled.

5.10.5. Transfer of leave time may also be used for any employee whose immediate family member: i.e., spouse or child, suffers from a catastrophic injury, illness or disability preventing the employee's return to work and that employee has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, and other leave with pay to which that employee is entitled. In the event of death of such family member, the transferred leave time may be used during a period of bereavement not exceeding fourteen (14) calendar days from the death.

5.10.6 Transferred annual leave hours must be used within ninety (90) calendar days following the date of transfer. Any and all transferred annual leave hours are expressly excluded from termination annual leave pay-off provisions.

5.11. Personnel Files

5.11.1. The Employer's personnel office shall be the official repository for the official personnel file and medical records file for each employee in this bargaining unit. Such repository may be changed at the sole discretion of the Employer provided advance written notice is given to the Guild.

5.11.2. Each employee shall have the right of inspection and review of his or her personnel file, in accordance with the following proscriptions. The review and inspection shall be an Employer or designee supervised inspection. The employee shall not alter or remove any document contained in the personnel file. Such inspection shall occur not more frequently than once per calendar year unless the Employer otherwise consents. Any third party agent, Guild or otherwise, of the employee shall be permitted review and inspection only if authorized, in advance and in writing, by the employee. The inspection time and date shall be at the mutual convenience of Employer and employee, but in any event shall not be later than ten (10) days following the employee's request.

5.11.3. An employee may provide rebutting written information to be included in his or her personnel file if the file content, or any portion thereof, is believed by the employee to be incorrect and the Director and/or designee refuses to authorize the removal of such information.

5.11.4. No information, documents or material will be placed in an employee's personnel file except: (1) by written notification to the employee, or (2) with the employee's knowledge by providing a copy to the employee. Only the Director, Manager or designee shall be empowered to place information, documents or material in an employee's personnel file.

5.12. Guild Meetings

5.12.1. Unless authorized in advance by the Director or designee, no Guild membership meetings (except with respect to implementation of the grievance procedure) shall be conducted at the Employer's Communications Center premises. This provision shall not preclude Guild representative access to an employee, provided such access does not interrupt the conduct of the communications center or the conduct of the employee's duties. Employees must be on a rest period or meal break in order to converse with a Guild representative. Supervisors may approve changes in meal or break periods to

accommodate Guild request, if mission allows. No Guild business will be conducted in the Communication Center. Kitchen/breakroom are authorized.

5.12.2. Employees attending Guild meetings will not be compensated by the Employer. Employees that are on duty during the meeting and wishing to attend must request vacation time in accordance with vacation request guidelines and policy.

5.12.3 Guild Business will not be conducted on County Equipment. The use of computers, network, email systems, printers, and office supplies shall not be used for the purposes of conducting Guild operations of any sort. *De minimus* use of email for notifications is approved, and subject to PDR. Guild members will not represent themselves as such on County time.

5.13. Leave of Absence

5.13.1. The Employer at the Employer's sole discretion may grant a leave of absence upon written request from an employee. An employee shall have his or her seniority date adjusted by the duration of the leave, except in the case of an educational leave. Upon the expiration of the authorized leave of absence, the employee shall be reinstated in his or her previous position or an equivalent position in the event the original position no longer exists.

5.13.2. Pregnancy/Childbirth Leave of Absence: Pregnancy and childbirth leave shall be granted in accordance with applicable state law in coordination with the County's Family and Medical Leave Act policy. An employee on such leave shall not have her seniority date adjusted and shall, upon return, be reinstated in her original classification, or one substantially equivalent, without reduction in wage or benefit.

5.13.3. Military Leave of Absence: Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county

employment, not to exceed twenty-one (21) work days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. The employee shall provide the Employer with a copy of orders prior to reporting for duty. Any additional leave will be considered under applicable federal law.

5.13.4. Family and Medical Leave: An eligible employee shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by ~~County Resolution~~ state or federal law. More information may be obtained in the Employee Handbook attachments.

5.13.5. Paid Family Leave: RCW 50A.04.115 prescribes the employer/employee premiums to be paid under the Family Leave Program. The Employer will pay the employee's share of the premium for **family leave** for the remainder of calendar year 2019. Beginning January 1, 2020, the employee will pay a premium amount for **family leave** through payroll deduction equal to the amount bargained between the Employer and other Lewis County non-binding interest arbitration labor groups.

5.14. Sub-Contracting

5.14.1. Severance Package: In the event the Employer sub-contracts out bargaining unit work as permitted by the terms and conditions of this Agreement, and the affected employee(s) employment is severed, such employee shall be entitled to the following:

- a) One (1) week (forty (40) hours) of severance pay at the employee's applicable hourly rate of pay for each twelve (12) months of service with**

Lewis County. The minimum severance payment shall be one (1) week (forty (40) hours) at the employee's applicable rate of pay.

b) Health & Welfare coverage shall be provided as follows:

<u>Month of Service</u>	<u>Term of Coverage</u>
0-108	Month of Layoff plus two (2) months of coverage
109-228	Month of Layoff plus four (4) months of coverage
229 or more	Month of Layoff plus six (6) months of coverage

6. EMPLOYMENT COMPENSATION

6.1. Employee Classifications & Salaries

6.1.1. Employee classifications and salary schedule is attached to this Agreement as Appendix A. Any subsequent modified salary schedule shall also be attached as an appendix.

6.2. Pay Period

6.2.1. Pay days will be the 10th and 25th of each month. Compensation for time from the 1st of the month through the 15th shall be paid on the 25th, and compensation for time from the 16th through the end of the month shall be paid on the 10th of the following month. Should the 10th or 25th fall on a non-work day, i.e. Saturday, Sunday, or Courthouse Holiday, the payday shall be the first work day preceding the 10th or the 25th. Earned overtime shall be subject to payment in the pay cycle the overtime was earned.

7. COMPENSABLE HOURS

7.1. Hours of Work

7.1.1. Shift hours for a full-time employee, the regular work week shall consist of four (4) ten (10) hour days with three (3) consecutive days off,

however, for non-supervisory employees, the Director or designee shall be permitted to designate a maximum of two (2) shifts, utilizing a workweek configuration of two (2) consecutive days off and the third (3rd) day off non-consecutive with the first two. This change would only occur at the beginning of a calendar year, or if emergent necessity [DEM activation is a defined emergent necessity] makes it appropriate to change shifts, Management will discuss with Guild in advance if possible.

- a) The schedule and-hours of work of part-time, training and probationary employees shall be subject to the sole discretion of the Director or designee.

Such hours and work schedule can be adjusted by the Director or designee based upon business necessity.

- b) Supervisors' schedules need not be the same schedule as the line staff.
- c) Shift hours shall be considered a time frame from days to nights.
- d) Shift schedule shall be considered employee days worked and days off.

7.1.2. Preferential Shift Selection: Preferential shift selection shall be by seniority. The employer will post a shift schedule for members that are eligible to make their selection (full time dispatchers that are not trainees or on probation). Members shall select their shift by placing their initials on the shift schedule. The shift schedule shall remain in the communication center from October 1st through October 31st. [As an example, if there are 15 non-probationary full time dispatchers the Employer will provide a 15 slot schedule. The Employer will have already reserved spots in the schedule for trainees and probationary employees that are not available for selection]. This provision is subject always to the Director's management right and responsibility to protect public safety and ensure effective and efficient operating needs of Lewis County 911. Preferential shift selection will be

based on seniority, unless one or more of the following conditions exists:

1. Employee is on probation and will be assigned a shift.
2. An employee moving from training to probationary status falls under option 1 above.
3. Shift imbalance exists due to employee experience.
 - a. Example: One side of the work week has the most senior employees and the other side has probationary employees with the least senior employees. This imbalance creates a situation that negatively affects our mission.
4. Employee is experiencing performance issues and needs to be moved to another shift.
 - a. Example: An employee is struggling with performance issues and changing shifts will provide the best opportunity for the employee to succeed and meet our mission.
 - b. Employer will make a reasonable effort to prevent displacing other uninvolved employees on established shifts who do not want to move in order to accommodate the corrective move.

7.1.3. Shift Selection

- (a) Management will request the staff submit their preferential shift request between October 1st and October 31st. Management agrees to post the final schedule by Nov 15th. Shift schedules and rotation of days off are set by the employer.
- (b) Shift vacated: After the schedule has been set, if a shift becomes open prior to or during the calendar year, management reserves the right

to fill or not fill the shift based on business necessity as outlined in section 7.1.2. If Management chooses to fill the open shift, notification will be put out to the employees regarding the shift opening. Any full-time, non-probationary employee can request the open shift. Selection of the employee to fill the shift will be based upon business necessity first with consideration of seniority. The employee selected to fill the open position is not guaranteed their approved vacations once they move to the new shift.

7.1.4. The Director reserves the right to direct the Supervisors to begin a sequential shift assignment rotation on a quarterly, semi-annually, or annual basis provided the Director's intent to implement such change is made, in writing, to the Supervisors a minimum of one (1) full quarter in advance of the effective date of change. Supervisor shifts shall be initially staffed by seniority, but will rotate sequentially on a quarterly basis thereafter. At the sole discretion of the Director, supervisor rotation can be less often than quarterly (i.e. semi-annually or annually). If the Director chooses to effect a change, written notice shall be provided to the Guild. Any change will continue in effect for at least a one (1) year period, after which the Director may return to a shorter duration or rotation.

7.1.5. Deviation of an individual employee's established hours of work of the designated work schedule may be made by mutual agreement between the Director and the employee, or pursuant to the Director's direction under "Operational Requirements" of 7.1.7.

7.1.6. The Director or designee shall retain the right to adjust an employee from his or her assigned shift to accommodate operational requirements provided that a minimum of forty-eight (48) hours' notice, prior to the commencement of the adjusted start time, is actually provided to the employee either verbally or in some written form (including E-mail).

a) Forty-eight (48) hours shall be defined as forty-eight (48) hours prior to the commencement of the adjusted start time.

b) When notification is to be made, a reasonable expectation must exist that the employee will receive such notification within the minimum notification period set forth above, otherwise the notification must be made verbally. In either case, the Director or designee shall provide to the employee the specific reason which necessitated the change at the time notification of such change is made. If verbal notification is given, the Director or designee shall generate an e-mail message to the employee verifying the reason for the change.

c) An employee may agree to waive the notification period and the reasons for such change. Failure to provide forty-eight (48) hour notification or the appropriate statement of reasons for the change, shall result in the payment to the affected employee the equivalent of one (1) workday at the employee's overtime rate of pay.

7.1.7. “Operational Requirements” shall include, without limitation, coverage for absence and/or personnel administration considerations. An employee shall be returned to his or her shift once the special operational requirements no longer exist. “Operational requirements” shall include the necessity to minimize overtime.

a) An employee shall be provided a minimum of ten (10) hours off duty at any time an authorized modification is made to an employee's hours of work or work schedule. Whenever a change is made due to operational requirements, the employee shall be provided, in writing, the specific reason why the change is necessary.

7.1.8. Only employees who are designated representatives of the Lewis County Communications Center who attend fairs or county-wide “shows” shall

be entitled to any compensation. Any employee who voluntarily shows up shall not be considered to be “on the clock.”

7.2. Overtime

7.2.1. Compensable hours of work in excess of ten (10) hours per day, depending upon the employee's scheduled shift, or in excess of forty (40) hours per designated work week, shall be paid at the rate of time and one-half the employee's regular hourly rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 7.3.

a) Compensable hours shall be defined as any hours in which compensation is paid to an employee, including but not limited to paid sick leave, vacation, compensatory time, administrative leave, etc.

b) The employee shall record all earned overtime on his or her appropriate payroll period time sheet and with an accurate authorization form attached as backup. Overtime will not be paid until proper documentation is received by the manager or designee.

c) All unscheduled overtime pay must be submitted and verified by the end of the workweek. Failure to timely submit the verified overtime pay may result in delay of such pay.

7.2.2. The Employer, by mutual agreement with the employee, may adjust an employee's shift hours, in which case the applicable daily overtime threshold shall not apply.

7.2.3. All overtime shall be subject to approval of the Director or designee.

7.2.4. The employee shall record all earned overtime on his or her appropriate payroll period time sheet.

7.2.5. Overtime eligibility during the normal annual rotation period and regular scheduled day off rotation may be determined by forty (40) compensable hours in the designated workweek. The designated workweek shall be defined as Monday @ 0000 hours through Sunday @ 2400 hrs.

7.2.6. An employee's regular hourly rate of pay for overtime calculation purposes shall comply with the Fair Labor Standards Act.

7.2.7. Overtime assignments, which become known to the Employer or designee at least twenty-four (24) hours in advance, shall be made in accordance with the Employer's established overtime assignment policy. However, employees may only volunteer for a maximum of (10) hours of overtime. If after all employees have been offered the available overtime and overtime hours still exist then, employees with (10) hours may volunteer for the available overtime hours.

7.2.8. Mandated Overtime Policy: Listed below is the overtime policy relative to mandating employees to work overtime assignments when such vacancies have not been filled by employee volunteers. A mandated overtime assignment board shall be implemented following ratification of this agreement. The initial probationary employee placement on this rotational board shall be placed at the top of the list.

a) Known shift vacancies, which have not been filled by a volunteer, may be assigned by 911 Communications Administration staff or their designee. If the shift is five (5) hours or greater in length, the employee working the shift will be moved to the bottom of the mandate list when the shift is completed. If the shift is unscheduled due to the sudden absence of an employee (i.e. calls in sick, etc.), the first employee to answer the call or call back shall be mandated and that employee has the option of filling 5 hours of the shift or the whole shift and shall be moved to the bottom of the

mandate list. If a second employee is needed to fill the other 5 hours, that employee shall be moved to second from the bottom of the mandate list.

b) The employee on top of the list shall be mandated to work the available overtime assignment unless one of the below listed circumstances exist, in which case, the responsible person shall move to the next person on the list.

1) If mandated overtime assignment would result in an employee working a “double back” shift, such employee shall be entitled to a bye; and/or

2) If an employee has already worked more than thirty (30) hours of volunteer and/or mandated overtime in the calendar month, such employee shall be entitled to a bye; and/or

3) If an employee is on his or her regular scheduled days off with such time off being consecutive to a pre-approved twenty (20) hour scheduled time off regardless of whether the employee’s regularly scheduled days off are at the beginning or at the end of the scheduled time off, e.g. vacation, comp time, such employee shall be entitled to a bye.

c) Once an eligible employee has worked a mandated overtime assignment such employee shall be rotated to the bottom of the mandated rotational list.

d) A contiguous work assignment, such as a “hold over” work mandate, does not constitute a “mandated” overtime assignment for purposes of this section.

7.3. Compensatory Time

7.3.1. An employee may accrue compensatory time in lieu of receiving overtime wages. The Director or designee shall have discretionary authority to approve or deny the use of compensatory time. Compensatory time shall accrue

at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions.

7.3.2. An employee shall not accumulate more than thirty (30) hours of compensatory time.

7.3.3. With the prior approval of Employer, an employee may convert all or part of accrued compensatory time to wages at his or her applicable rate of pay at the time of accrual. Request for cash out of accrued compensatory time shall be made in writing, specifying the amount to be cashed out, and submitted to the Director or designee no later than ten (10) days prior to the end of the current pay cycle (i.e. the 5th or the 20th of the month).

7.3.4. Compensatory time off may be utilized in one (1) hour increments.

7.3.5. The Employer shall post, on a quarterly calendar year basis, the balance of each employee's accrued compensatory time.

7.3.6. Once the scheduling of the taking of compensatory time off is approved, it may only be canceled in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt scheduled and approved vacation time.

7.3.7. The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of overtime wages or compensatory time off.

7.4. Call Time

7.4.1. Whenever an off duty employee is called back to work by the Director or designated or authorized representative there will be a guarantee of two (2) hours compensable time from the time of reporting to the designated

place of employment. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay. Call-in minimums shall not apply when the employee works additional time contiguous to his or her regular shift hours. An employee that is not provided two (2) hours notification of the cancellation of their mandatory attendance shall receive two (2) hours compensation at his or her applicable rate of pay.

7.5. Court Time

7.5.1. An employee having to attend, by reason of his or her official duties, any court proceeding or hearing while off duty will be paid a minimum of two (2) hours at time and one-half his or her regular hourly rate of pay. Any additional time spent in any court or hearing will be paid at one and one-half times his or her regular hourly rate of pay; any part of an hour constituting one (1) full hour.

7.5.2. The two (2) hour minimum shall not apply to hours worked contiguous to the employee's regularly scheduled hours of work.

7.5.3. Any compensation received from the court or from private parties for civil cases, shall be refunded to the Employer. All civil case court attendance during the employee's work shift hours shall be subject to approval in advance by the Director or designee. A copy of the subpoena or relevant court document shall be timely provided to the Director or designee.

8. EMPLOYEE BENEFITS

8.1. Health & Welfare Insurance

8.1.1. Effective the Month, Day, Year of BOCC ratification, the Employer shall provide health and welfare insurance for each regular full-time and regular part-time employee who was compensated for eighty (80) hours or more in the preceding month. Any regular part-time employee regularly scheduled to work

twenty (20) or more hours per week and shall be entitled to County paid benefits in proportion to the percentage of time normally scheduled to work factored against full time employment.

- 8.1.2. Effective at time of contract ratification, the Employer will increase their contribution from \$1000.00 to a maximum of \$1225.00 per eligible employee per month towards the insurance premiums for defined **composite** medical, dental and vision plans.
- 8.1.3. Should the Employer's contributions be insufficient at any time to fully fund the premiums charged by the respective insurers for the coverage in which an Employee or his family members are enrolled, then the Employer may deduct the deficiency from the Employee's monthly salary and remit it to the insurers, along with the Employer's contribution amount.
- 8.1.4. In the event that the incumbent health insurer provides notice of its intention to cease to insure the Employees in whole or in part, the parties shall proceed as follows:
- 8.1.5. The parties shall meet promptly to bargain successor insurance coverage.
- 8.1.6. If their bargaining is unsuccessful, the County shall enroll each Employee in an insurance plan available to it and to all or the Employees through an insurer with which the County then obtains group health insurance for other of its employees. The parties then shall bargain over the effects of the change.
- 8.1.7. In either event, the Employer shall pay a sum per Employee each month, up to the amount set out in Section 8.1.2.
- 8.1.8. Should the Employer's total contribution to a defined **composite** medical, dental and vision plan (i.e. Teamsters or WCIF) change through the bargaining process with other Lewis County non-binding interest arbitration

groups during the term of this agreement, the new Employer contribution amount will also apply to the Guild on the respective bargained effective date.

8.2. Vacation

8.2.1. An employee shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis and shall be credited to the employees' account for use in the month following the month in which the benefit is earned.

MONTHS OF COUNTY SERVICE	ACCRUAL RATE HOURS PER MONTH	ACCRUAL RATE HOURS PER YEAR
0-12	8.50	102
13-24	8.50	102
25-36	9.00	108
37-48	9.50	114
49-60	10.66	128
61-72	10.66	128
73-84	11.00	132
85-96	11.50	138
97-108	12.00	144
109-120	12.66	152
121-132	12.66	152
133-144	13.00	156
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	14.50	174

193-204	15.00	180
205-216	15.50	186
217-228	16.00	192
229+	16.33	196

8.2.2. An employee may schedule vacation time provided the time scheduled will be accrued prior to the commencement of an employee's scheduled vacation.

8.2.3. For the purpose of this Vacation article, employees shall be credited only for prior service with this Department with the exception of those employees listed on Vacation Prior Service Appendix attached hereto, which service status is "grandfathered" into this Agreement.

8.2.4. Vacation may be utilized and charged in units of one-half (1/2) hour.

8.2.5. In the event that an employee is required to attend court under the provisions of Section 7.5, COURT TIME, and is on vacation at the time, the employee, in addition to pay in accordance with such section, shall not be charged a vacation day (eight (8) hours or ten (10) hours or twelve (12) hours, whichever is applicable) for the day during which court attendance occurs.

8.2.6. All vacation requests are subject to the approval of the Employer based upon their operational necessity.

a) Primary Vacation Requests: Seniority shall be utilized in the approval of primary vacation requests for the following year and shall be submitted by December 15th and approved/denied by December 31st of each calendar year. Vacations selected during the primary request shall be limited to a maximum of (2) weeks (80 hours) in one block of forty (40) hours and 4 blocks of ten (10) hours each. Ten (10) hour blocks may be taken in conjunction with a forty (40) hour block separately, or in one block.

- b) Secondary Vacation Requests: Secondary vacation requests shall be submitted by January 15th and approved by January 30th of the calendar year. Seniority shall be utilized in the approval of secondary vacation requests. Vacations selected during the secondary request shall be limited to a maximum of (1) week (40 hours and can be taken in 10 hour blocks up to one 40 hour block.
- c) Open Vacation Requests: All subsequent vacation requests, starting no earlier than January 16th at 1800 hours, throughout the calendar year, shall be reviewed on a first submittal basis.

8.2.7. Once scheduled, an employee's vacation leave block of time shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or payment of overtime to fill the vacant shifts.

8.2.8. The Employer may elect to call in an employee while the employee is on vacation leave. If an employee is called back into service while on a day of vacation leave status, such employee shall:

- a) not be debited vacation for all hours worked during that day;
- b) afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and
- c) be paid double the employee's usual rate of pay for all hours worked during such day inclusive of any overtime premium payment. At no time does the employee receive more than twice their pay for any hours worked that day. This provision does not provide for pay pyramiding.

8.2.9. If the vacation day falls within a shift rotation which is within the designated workweek and the employee exceeds forty (40) hours of work during such week, then the employee shall:

- a) not be debited vacation for all hours worked during that day;
- b) afforded priority in the rescheduling of any vacation which was deferred as a result of such non-debit; and
- c) be paid at two and one-half times the employee's usual rate of pay for all hours worked during such day, inclusive of any overtime premium payment.

8.2.10. If the employee is on a scheduled day off which is contiguous to the employee's scheduled ten (10) hours of primary leave or twenty (20) hours of other vacation leave, and is called into service by the Employer on an emergency basis, the employee shall receive two and one-half times the employee's normal rate of pay for all hours worked that day. At no time does the employee receive more than two and one-half times their pay for any hours worked that day. This provision does not provide for pay pyramiding.

8.2.11. An employee who separates from employment shall be paid for a prorated portion of accrued days. Annual leave may be accrued to a maximum of three hundred twenty (320) hours, subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, or is laid off shall be paid by the Employer at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. If an employee is separated from service within the first six (6) months of employment, no accrued annual leave shall be payable.

8.2.12. Upon approval of the Director or designee, an employee may request to be cashed out for all vacation in excess of one hundred twenty (120) hours accrual. Such request must be made in writing to the Director or designee at

least thirty (30) days in advance of the proposed cash out payday, which must be a regular payday, and if approved, such cash out hours shall be paid at the next payday at the employee's straight time rate of pay.

8.3. Sick Leave

8.3.1. With each month of completed continuous employment with the Employer, sick leave, with pay, shall be accrued by each full-time employee at the rate of eight (8) hours. Regular full-time and part-time employees who have exceeded a total of 1320 hours at the end of the accrual year, will roll over a maximum of 1320 hours into the new accrual year.

8.3.2. Part-time employees shall accrue sick leave in an amount which is that fractional part of the sick leave that the regularly scheduled number of hours of employment bear to the total number of hours of a full-time employee (173.3 per month). Part-time employees may use accrued sick leave only against absence occurring during the regularly scheduled work hours.

8.3.3. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" in this context means child (regardless of age) or parent (including biological, adopted, foster, step or legal guardian or to whom the employee stands in loco parentis or de facto parent), spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.(including biological, adopted, foster, step or legal guardian), An employee may use accrued sick leave for maternity or paternity purposes.

8.3.4. An absence for an illness, sickness, disability or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour. Sick leave may be used in the half hour increments.

8.3.5. An employee who takes more than three (3) work days sick leave for any one illness for self or for illness in the immediate family may be required by the Director or his designee to produce a letter from a medical doctor showing necessity of attendance or absence.

8.3.6. At the time of separation from service for any reason, an eligible employee, or in the case of death, the employee's designated beneficiary or estate, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of six hundred sixty (660) hours of pay, provided, however, the maximum cash out of six hundred sixty (660) hours shall be limited to those employees who would be eligible to receive more than four hundred eighty (480) hours if employment separation occurred on January 1, 1999. All others shall be limited to a maximum of four hundred eighty (480) hours.

8.4. Holidays

8.4.1. All full-time employees of the Department shall receive ten (10) paid holidays, and one (1) paid floating day of vacation:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	November
Christmas Day	December 25

Floating Day of Vacation (1)	
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Floating Day of vacation will be compensated at the employee's normal work shift hours.

8.4.2. For the purpose of this section, the holiday off will be the courthouse recognized holiday for trainees and special assignment employees. If the holidays fall on the employee's regularly scheduled day off, the employee shall be scheduled to take his or her nearest workday off. Another day may be substituted for the holiday during the same workweek with the mutual agreement of the affected employee and the Employer.

8.4.3. If an employee works the holiday, the employee shall be paid time and one-half for all hours of work performed on such holiday. (Example: An employee working a ten (10) hour shift on a holiday would receive the employee's regular salary compensation plus ten (10) hours of holiday compensation (regular pay), plus five (5) hours of straight time compensation (compensation due when the time and one-half multiplier is used). For trainees, special assignment employees and non-dispatch employees scheduled to take the holiday off pursuant to Section 7.2.2. and who is subsequently called to work on the holiday shall receive one and one half (1 1/2) times his or her straight time hourly rate of pay for all hours worked that day.

8.4.4. Overtime worked on a designated holiday shall be compensated at double time for all overtime hours worked beyond the employee's regularly scheduled work or whenever an employee is engaged to work overtime hours on a holiday.

Examples:

1. Employee works any or all of a holiday, that employee receives 10 hours of holiday pay, plus pay at the rate of 1.5 times their regular hourly rate for hours worked on the holiday. This does not include overtime.
2. Employee does not work the holiday, that employee receives 10 hrs of straight time at their regular hourly rate.

3. Employee works any overtime hours on a holiday, that employee receives 10 hours of holiday pay, plus pay at 1.5 times their regular hourly rate for non-overtime hours, and 2.0 times their regular hourly rate only for the overtime hours, with no pyramiding.

8.4.5. The Director may designate certain employees have the holiday off.

8.4.6. Each employee shall be credited ten (10) hours to his or her vacation bank for their floating day of vacation.

8.4.7. Gubernatorial Holiday: Any day declared by the Governor as a special holiday or day of special observation, on which the majority of Washington State employees are to receive a day off with pay, shall be recognized as a paid holiday by the Employer.

8.5. Bereavement Leave

8.5.1. Funeral Leave/Bereavement Leave - Up to three (3) days shall be granted without any leave debit in the case of a death of the employee's spouse, child, parent, grandparent, sibling, spouse's parents, spouse's sibling, or any other person who is a non-pecuniary resident of the employee's household. An employee shall be allowed to utilize up to three (3) days paid time off in addition to the three (3) days allotted bereavement leave.

8.5.2. An employee shall be allowed to utilize up to three (3) days paid time off for bereavement in the case of death of persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent in-laws or grandchild.

8.5.3. Employees who are permitted to attend the funeral or memorial service of a fellow department employee shall be allowed to take four (4) hours sick leave when such services are held during working hours.

8.5.4. Regular employees may request to use additional leave to exceed this three-day period. The County may, at its discretion, grant additional leave to be charged to accrued vacation, sick time and/or accumulated compensatory time, or may grant leave without pay as a last resort.

8.6. Educational Reimbursement

8.6.1. The Employer encourages and desires that its employees participate in courses and training opportunities to enhance their skills and enable them to advance to other positions. Accordingly, it shall be the Employer's goal to assist full-time, regular employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

8.6.2. To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Director or designee. Such approval shall be at the sole discretion of the Director.

8.6.3. An employee requesting tuition reimbursement must submit a written application showing: **a)** the course curriculum description; **b)** dates and times of classes; **c)** duration of the course; **d)** narrative statement of how the course will benefit the Employer as well as the employee.

8.6.4. If an employee's application is approved, the reimbursement will be for tuition only if when: **a)** the course is completed within six (6) months of approval; **b)** completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

8.6.5. An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee

who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

8.6.6. Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

8.7. Longevity

8.7.1. For each year of continuous service, beginning with the eighty-fifth (85th) month, with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below:

After Seven (7) years	\$42.00 per month
After eight (8) years	\$48.00 per month
After nine (9) years	\$54.00 per month
After ten (10) years	\$60.00 per month

and an additional \$6.00 per month for each year after ten.

8.8. Designated Shift Leader

8.8.1. The Employer may designate a shift leader on all or portion of any shift, the designated shift leader shall receive one dollar (\$1.00) an hour for all hours worked in such designation commencing with the fourth (4th) hour. Pay will be retroactive to the first hour of the shift leader assignment.

8.8.2. The employee shall fill out a claim form for all enhanced pay, which will be verified by a supervisor or above, and submit the same to the Director or his designee (Supervisor) at the end of the employee's workweek. Failure to timely submit the verified claim will result in forfeiture of such enhanced pay.

8.9. Training Incentive

8.9.1. An assigned training officer shall be eligible to receive an additional two dollars (\$2.00) an hour for each compensable hour worked in a training assignment as directed by the manager or designee while training new employees during their designated training period. Overtime trainer pay is not authorized.

8.9.2. An employee will be eligible to receive an additional fifty cents (50¢) for each compensable hour worked out of the immediate center and providing public education and ACCESS certification training.

8.10. Ratification Incentive

8.10.1. As of the date of ratification of this contract, each employee on the Telecommunication Center roster who is not a trainee or probationary employee, will receive a \$1,500 ratification bonus. Employees in a trainee or probationary status at the time of ratification will receive the \$1,500 ratification bonus upon completion of their respective probationary periods. The bonus will be processed and paid at the earliest possible pay cycle following the ratification date or the date of probation completion, as applicable. This bonus is a one-time offer, non-precedent setting, and only valid if taken in its entirety and ratified by October 31, 2019.

9. SENIORITY

9.1. Vested Tenure

9.1.1. Seniority: Seniority shall be defined as continuous service with the Lewis County Communications Center. Layoff of less than eighteen (18) months shall not constitute a break in service.

9.1.2. Seniority List: A seniority list shall be attached to this Agreement as Appendix B.

9.1.3. Seniority of the trainees (in the trainee pool of employees) shall begin on the hire date. The seniority for all those on or off probation shall begin (be assigned) on the day that the probation starts.

9.1.4. Employees selected to become “Supervisors” shall start their supervisory seniority on the date of selection. All time spent in the unit is combined for layoff purpose.

9.1.5. For the purpose of step increases and vacation accrual, employees hired the 1st-15th of the month shall be recognized on the 1st of the hiring month, and those employees hired the 16th through the last day of the month shall be recognized on the 16th of the current month.

9.2. Layoff & Recall

9.2.1. The Employer shall have the right to lay off and/or reduce the work hours of employees. Such layoff and/or reduction of work hours and layoff recall and/or increase in work hours shall be handled in accordance with the following:

- a)** Two (2) separate “layoff units” will be maintained: grant funded and non-granted funded positions.
- b)** The last person hired into the bargaining unit shall be the first person laid off or reduced in hours and the last person laid off shall be the first person recalled or receive an increase in work hours within the layoff unit.
- c)** Except in cases of emergency, the Employer shall notify the Guild and any affected employee of plans to lay off/reduce hours at least sixty (60) calendar days prior to the intended effective date of the layoff/reduction of hours.

d) An employee laid off shall remain, for a period of eighteen (18) months from the date of layoff, on a recall list maintained by the Employer. The Employer shall notify the Guild and the former employee eligible to be recalled of the job opening, and a notice by registered mail will be sent to the former employee's last known address. If the former employee fails to report for work in seven (7) calendar days from the date of receipt, or if the letter is returned undeliverable, the former employee shall forfeit call back rights and be removed from the list. A former employee who refuses a recall shall be removed from the recall list.

9.2.2. An employee shall not be entitled to any benefits while on layoff status, and no accumulation of seniority shall accrue while in layoff status. An employee returning from layoff shall have his or her seniority hire date adjusted accordingly.

10. DISCIPLINE

10.1. Just Cause

10.1.2. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the probationary/training period of an employee's employment with the Employer, during which time the employment status shall be strictly at will.

10.1.3. Just Cause shall be defined as defined in the case Enterprise Wire Co. and Enterprise Independent Guild. March 28, 1966, 46 LA 359.

10.2. Types of Discipline

10.2.1. Listed, but without limitation, the forms of discipline shall generally include the following:

10.2.2. Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree. The Director and/or designee should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. Oral warnings may be memorialized by the Director or designee in an administrative file for use, if necessary, at a later date, however, any such written memorialization shall not be placed in the employee's personnel file. If the condition is not corrected, the employee may be subject to more severe disciplinary measures.

10.2.3. Written Warning: This notice will generally be issued by the Director and/or his designee in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

10.2.4. Demotion: This form of discipline is generally administered when the employee's actions or inaction have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

10.2.5. Suspension: This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or corrected performance. Any debit to an employee's accrued leave to satisfy a suspension directive shall not be permitted without the permission of the employee.

10.2.6. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

10.2.7. Discharge: This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Director and/or his designee should take action by placing the employee on suspension with or without pay until circumstances are reviewed prior to final action. A pre-termination hearing, in which the employee is advised of the basis for discharge, shall be scheduled and held prior to the actual termination in order to provide the employee an opportunity to present any additional information which may be germane to the issue.

10.3. Disciplinary Investigations

10.3.1. Whenever an employee is being interviewed by the Employer for the purpose of investigation of non-criminal matters relating to work performance which may lead to disciplinary sanctions, the employee shall be advised as to whether the employee is a witness or a suspect. The suspect employee shall be advised that the employee shall have the right, if such employee requests at that time, to have the Guild representative present prior to the continuation of questioning of the employee on the pending matter. The Guild representative shall have the opportunity to ask questions, to bring out additional facts, to counsel the employee under investigation, and to provide information about past employment practices, but shall not act in obstruction of a pending inquiry.

10.3.2. The Employer may, if the Employer wishes, advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by his or her Guild representative. The employee may then refrain from participating in the interview, thereby protecting his or her right to representation, but at the same time, relinquishing any benefit which might be derived from the interview. The Employer would then be free to act on the basis of information obtained from other sources. At the time of completion of the investigation of a non-criminal possible disciplinary matter, the Employer shall notify the employee of such completion as soon as reasonably possible.

10.3.3. To the extent reasonably possible, all interviews and questioning of an employee shall take place at the Department of Emergency Services facilities and shall be conducted during the employee's shift unless the urgency of the investigation dictates otherwise. Except in the case of urgency dictating otherwise; in the event an employee is just completing or has just completed a graveyard shift, the scheduling of the interview shall be after 2:30 p.m. during the day. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

10.3.4. The Employer shall request that any third party complainant submit the complaint in writing. As soon as reasonably practical after receipt of a written, non-criminal complaint against a particular employee, the Employer shall make available to the employee a copy of such written complaint.

11. GRIEVANCE PROCEDURE

11.1. Purpose

11.1.1. The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement or disciplinary action imposed by the Director or Employer.

11.2. Processing Conditions

11.2.1. The employee and/or the Guild may elect to use this grievance procedure whenever the employee and/or the Guild believes a misapplication or misinterpretation of the Agreement has aggrieved them, or to seek redress of disciplinary action imposed against an employee.

11.2.2. The written grievance must be filed with the (lowest level supervisor that has the ability to address the grievance) Operations Chief, Division Manager, and/or Director within fifteen (15) calendar days of the occurrence of the action or inaction complained of, or within fifteen (15) calendar days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction, whichever is later.

11.2.3. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Guild to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress.

11.2.4. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

11.2.5. Failure of the Director or Employer to act by response within the time deadline set forth herein shall enable the employee/Guild to proceed to the next step in this procedure.

11.3. Procedure

11.3.1. Should an employee feel that his rights and privileges under this Agreement have been violated or desires to challenge disciplinary action imposed, he shall consult with the Guild for determination of merit. The aggrieved employee and the Guild shall, within the time limits set forth above, present the facts in writing to the Director or designee. The written statement shall include the section(s) of the Agreement allegedly violated or the disciplinary action complained of, the facts, and the remedy sought. Within *twenty-one (21) calendar* days thereafter, the Director shall submit an answer in writing to the Guild and the aggrieved employee. Independent Guild initiated grievances shall utilize the same basic procedures as employee initiated grievances.

11.3.2. Any grievance which is not resolved in Section 11.3.1., within *fifteen (15)* calendar days after the decision of the Director is received by the Guild, may then be subject to referral, at the option of either party, to arbitration.

11.4. Arbitration

11.4.1. Either party may request the Public Employment Relations Commission to supply an arbitrator or in the alternative, a list of seven (7) arbitrators registered with the Public Employment Relations Commission. In the event a list is requested, striking order shall be determined by a flip of the coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 11.3.2.

11.4.2. and will be accompanied by the following information: **a)** question or questions at issue, **b)** statement of facts, and **c)** position of each respective party.

11.4.3. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

11.4.4. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement, or a disciplinary matter subject to grievance, and all other matters shall be excluded from arbitration.

11.4.5. The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

11.4.6. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

11.4.7. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.

11.4.8. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

11.4.9. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

11.4.10. Arbitration awards or grievance settlements shall not be made retroactive prior to the date of the occurrence or non-occurrence upon which the grievance is based.

12. SEVERABILITY

12.1. Repealer in Conflict with Law

12.1.1. In the event that any portion of this Agreement is held contrary to Federal or State statute or law, such portion shall be null and void, provided, however, that negotiations shall be immediately re-opened by the parties pertaining only to that portion which is held contrary to law.

13. DURATION OF AGREEMENT

13.1. This Agreement shall be effective at time of BOCC ratification and shall continue in effect until the 31st day of December, 2022.

13.2. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this agreement by giving notice of the substance and instrumental language of the changes by mail to the other party within the following time frame: Guild proposal to be submitted on or about August 31 of the last year of this Agreement; Employer's proposal to be presented on or about September 15 the last year of this Agreement. The first negotiation meeting shall be held not later than October 1 of the last year of this Agreement. The foregoing time limits shall be subject to change by mutual agreement of the Employer and the Guild.

14. PAST PRACTICE

14.1. No past practice will survive prior to March 1st, 2017, upon ratification of the CBA.

BOARD OF COUNTY COMMISSIONERS
Lewis County, Washington

Robert C. Jackson, CHAIRMAN

Gary Stamper, VICE CHAIRMAN

Edna J. Fund, COMMISSIONER

Date Signed (Guild)

Date Signed (Commissioners)
ATTEST:

GUILD SIGNATURE

CLERK OF THE BOARD

15. APPENDIX A- Classification & Salary Schedules

15.1. Listed below are the monthly/hourly salaries for classifications covered by this Agreement at the time of ratification. All full-time employees shall be paid based upon the monthly salary. Part-time employees shall be paid based upon the hourly rate calculated from the monthly rates listed below.

15.2. Telecommunication Officers shall be placed at salary Grade 18 and at the same Step held at Grade 16 at the time of ratification. Telecommunication Officer Supervisors shall be placed at salary Grade 21 and at the same Step held at Grade 19 at the time of ratification.

15.3. Beginning January 1, 2020, and extending through the term of this Agreement, any cost of living adjustment (COLA) awarded to other Lewis County non-binding interest arbitration groups shall also apply to the Guild on the respectively bargained effective date(s).

January 1, 2019

18	A	B	C	D	E	F	G	H	I	J	K	L	M
Annual	41,736	42,792	43,872	44,964	46,092	47,256	48,408	49,620	50,880	52,140	53,448	54,768	56,148
Monthly	3,478	3,566	3,656	3,747	3,841	3,938	4,034	4,135	4,240	4,345	4,454	4,564	4,679
Hourly	20.07	20.57	21.09	21.62	22.16	22.72	23.27	23.86	24.46	25.07	25.70	26.33	26.99

21	A	B	C	D	E	F	G	H	I	J	K	L	M
Annual	48,324	49,536	50,772	52,056	53,352	54,684	56,052	57,444	58,884	60,372	61,884	63,420	64,992
Monthly	4,027	4,128	4,231	4,338	4,446	4,557	4,671	4,787	4,907	5,031	5,157	5,285	5,416
Hourly	23.23	23.82	24.41	25.03	25.65	26.29	26.95	27.62	28.31	29.03	29.75	30.49	31.25

15.4. New employees may be placed at a step commensurate with his or her past experience as a Telecommunications Officer (TCO) and advanced from his or her starting point in accordance with the months of service required in each step as indicated below.

15.5. Telecommunications Officers who are promoted to Supervisor shall advance to Salary Grade 21 by moving laterally from their current salary grade step to the higher salary grade at the same step or at a minimum of 5% higher than a TCO at step 18M. The employee shall retain their same step advancement date for advancement to the next step at the higher salary grade.

15.6. A Telecommunications Officer classified as a Trainee Employee shall be placed at Grade 18.

15.7. A Telecommunications Officer classified as a Probationary Employee shall be placed at Grade 18 at the step equating to a minimum of 5% increase.

15.8. A Telecommunications Officer completing probation and classified as a Full-Time Employee shall be placed at Grade 18 at the step equating to a minimum of 5% increase.

15.9. Once a Telecommunications Officer completes probation and classified full time as indicated in 15.8, they shall progress up the salary schedule to the next step in the salary grid set forth above with each completed twelve (12) months of active service.

16. APPENDIX B - Seniority Dates

16.1. The list of employees listed below is reflective of the employees employed at the effective date of the Agreement and is not intended to be all inclusive.

The employees are listed in the order of their respective seniority placement.

EMPLOYEES	ORIGINAL OR ADJUSTED HIRE DATE
Rodocker, Davene	10/17/89
Huang, Alan	03/22/95
Schlecht, Michelle	02/01/99
Casteel, Elizabeth	11/01/99
Hicks, Shannon	06/19/01
Conner, Eric	04/11/03
Yund, Jeanetta	05/16/06
Ducummon, Jennifer	03/15/16
Cosgrove, Katie	02/21/17
Cruickshank, Landon	02/21/17
Owen, Maranda	02/21/17
Jackson, Ashley	07/16/18
Lalone, Cheyenne	07/16/18
Cail, Kayci	12/02/18

Estrada, Elicia	07/08/19
Lester, Katherine	07/08/19
Lopez, Jasmine	07/08/19
Kingery, Kristen	08/08/19
Brockmueller, Lisa	09/03/19