

AGREEMENT

between

CLARK REGIONAL EMERGENCY SERVICES AGENCY

and

CLARK COUNTY DISPATCHERS GUILD

JANUARY 1, 2008 – DECEMBER 31, 2010

EXHIBITS AND APPENDICES

- Appendix A: Salary Schedule
- Appendix B: Benefits Healthcare Committee Memorandum of Understanding
- Appendix C: Supervisors' Unit – Addendum Agreement



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ARTICLE 1. RECOGNITION

1.1 Clark Regional Emergency Services Agency (CRESA) recognizes and acknowledges that the Guild is the exclusive collective bargaining agent for the purposes stated in RCW 41.56 for all regular full-time and regular part-time 9-1-1 Communications Dispatchers, exclusive of all other employees of the Agency.

1.2 The Guild recognizes that the Agency is a unique organization formed as a legal entity by agreement between entities of city, county and district government within Clark and parts of Cowlitz and Skamania counties and that it has no taxing authority.

ARTICLE 2. DEFINITIONS

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

- **Active Employment** - Time worked and any period of paid leave including vacation, compensatory time off, sick leave, jury and civic duty, bereavement leave, workers' compensation, paid military leave and administrative leave. Active employment excludes unpaid leaves of absence, and leave which is funded by external insurance-type programs such as disability leave.
- **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 corresponding with the employee's range and step and excluding shift differential and all forms of premium pay and allowances.
- **Demotion** - Appointment of an employee (either voluntarily or involuntarily) to a position in a classification with a lower maximum salary step.
- **Domestic Partnership** - Eligible domestic partnerships under this Agreement are those in which an employee and her/his domestic partner:
 1. Have jointly shared the same permanent residence for at least six months and intend to do so indefinitely;
 2. Have a close personal relationship with each other;
 3. Are not legally married to anyone;
 4. Are each 18 years of age or older;
 5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the state of Washington;
 6. Were mentally competent to contract when the domestic partnership began;
 7. Are each other's sole domestic partner and;
 8. Are jointly responsible for each other's common welfare including basic living expenses. Basic living expenses means the cost of food, shelter, and any other expenses of a domestic partner which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.
- **Employee** - Means regular full time and regular part time 9-1-1 Communications Dispatchers and 9-1-1 Communications Dispatch Supervisors.
- **Guild** - Clark County Dispatchers Guild.
- **Interest-Based Bargaining** - (IBB) is a problem-solving/consensus approach to negotiations that focuses on the interests of the parties. It may also be known as “win-win,” collaborative bargaining or principled bargaining.
- **Job Share Employee** - Means an employee who, with another employee, equally shares the duties and responsibilities of one full time position.

- **Leaves of Absence (LOA)** - Formally requested and approved leave, either paid, unpaid, or a combination of paid and unpaid.
- **Past Practice** - A course of conduct which both parties principals are aware of and is of sufficient duration that the parties may be assumed to have consented to the course of conduct.
- **Probationary Period** - Probation is the last phase of a selection process, designed to provide both the employee and management with an opportunity to confirm the employment relationship, and is the period of active employment following hire, rehire or promotion (see Article 10). The probationary period will be adjusted by the full amount of any unpaid leave of absence of 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).
- **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 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 that step will be credited toward eligibility for the next step increase. The employee’s sick leave balance at the time of termination will also restored, less any sick leave cashed out upon separation. A reinstated employee is not required to serve a new probationary period.
- **Regular Employee** - Means an employee who occupies a regular budgeted position.
- **Regular Status** - An employee who has successfully completed the established probationary period for the position.
- **Regular Part Time Employees** - Means an individual who occupies a regular budgeted position and title whose regular work schedule is more than 965 hours per year but less than a full schedule, regular or irregular.
- **Regular Rate of Pay** - The employee's base rate of pay plus all compensation required to be included in the regular rate by the Fair Labor Standards Act.
- **Seniority**
 - ▶ **Guild Seniority** – will be based on total length of continuous service with the Agency in a position represented by the Guild. Seniority accrued for Job-Share employees is defined in Section 8.2 on Job-Sharing.
 - ▶ **Agency Seniority** – will be based on total length of continuous service within the Agency. Agency seniority is used for purposes of PTO accrual, sick leave cash out, longevity pay, etc.

ARTICLE 3. GUILD SECURITY

3.1 Maintenance of Membership. Except as provided in Section 3.3, all covered employees will, as a condition of continued employment, maintain their membership in good standing in the Guild during the life of this Agreement. New employees will be enrolled on the first day of the next full pay period following their hire date or appointment to a position in the bargaining unit.

3.2 Delinquency. In the event an employee member of the bargaining unit fails to maintain her/his membership or charitable payment per Section 3.3, the Guild will notify the Agency in writing through the Human Resources Department of such employee's delinquency. The Agency agrees to give notice to the employee and the Guild within five (5) working days that her/his employment status with the Agency is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

3.3 Religious Tenets Exception. In order to provide employees the right of non-association with the Guild because of the employee's bona fide religious beliefs, such Agency employee will pay an amount of money equivalent to Guild dues to a non-religious charity mutually agreed upon by the employee and the Guild. If within ten (10) days after it is determined that the employee is eligible for exemption under this Section, the employee and Guild fail to agree on the organization to which payment in lieu of dues and initiation fees is to be donated, either party may petition the Public Employment Relations Commission for a decision. If the Guild fails to determine whether the employee is entitled to non-association status, either party may petition the Public Employment Relations Commission for a decision. Said employee will furnish written proof to the Guild that such payment is being made.

3.4 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 acceptable to the parties. A meeting with the Guild representative will be included as part of new employee orientation.

3.5 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 and forward them to the Guild each pay period. Each pay period the Agency will submit the dues to the address and name provided by the Guild, accompanied by a list of dues-paying employees, their salaries, and the amount of their dues.

3.6 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.

3.7 Printing and Distribution. The Agency will bear the cost of printing and binding this Agreement. The Agency will provide copies of the Agreement to the Guild for distribution to represented employees. The Agency will provide copies to new hires.

ARTICLE 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 Section 4.1 above who wish to visit the premises of the Agency or visit an employee may do so provided that they do not interfere with or cause the employee to neglect her/his work.

4.3 Release Time. Members of the Executive Board may be released from duty without loss of pay to represent the Guild at negotiations sessions or meetings with management. Additional representatives may be permitted on their own time. No compensation or time off will be granted for Guild activities which take place during employees' off-duty hours. All other Guild business will be conducted on off-duty time. Shift trades will be allowed the representatives for the purpose 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 Guild Business Leave. The Agency agrees to allow leave with pay away from their work assignment for no more than a combined total of forty-one (41) hours per year for Guild representatives to attend labor relations training and conferences. The Guild will give at least fourteen (14) days notice to the Agency prior to such 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.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 Except as expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Agency and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

5.1.1 The determination of the services to be rendered;

5.1.2 The determination of the Agency's financial, budgetary, accounting and organizational policies and procedures;

5.1.3 The development, interpretation and application of personnel programs, policies and procedures not inconsistent with the terms of this Agreement;

5.1.4 The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, and transfer employees; the right to discipline regular employees for just cause or the right to discipline and/or terminate employment of probationary employees for any lawful reason; the right to lay off employees due to lack of work or funds or elimination of positions; the right to establish reasonable standards of performance, attendance and conduct and evaluate employees; the right to establish hours of operation and employee work schedules; the right to schedule and approve employee vacations and absences and to determine minimum staffing standards; the right to purchase, dispose of and determine the use of equipment and supplies; and the right to contract out or assign bargaining unit work to non-bargaining unit personnel, except insofar as it may result in the layoff of bargaining unit personnel.

ARTICLE 6. NON-DISCRIMINATION

6.1 The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination and will be in conformity with any applicable state and/or federal law. Additionally, the Agency has raised the bar above legally protected standard. The Agency wants to ensure that no one is subjected to behavior that is harassing, intimidating, retaliatory, and discriminatory or creates a hostile working environment regardless of legally protected status. Refer to the Agency written directive on Conduct, Ethics and Behavior Expectations.

ARTICLE 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 Section is not subject to the grievance procedures 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 persons, 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 the members of the bargaining unit will be a violation of the Agreement. Such employees may be disciplined and/or discharged for such action pursuant to Section 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.

ARTICLE 8. FILLING OF POSITIONS

8.1 Supervisory Positions. Vacant supervisory positions within the Agency will be filled by promotional examination provided there are an adequate number of qualified candidates from within the classification of dispatcher.

8.2 Job Sharing. New job-share agreements will be considered by the Agency provided:

- a. At least 90% of budgeted Dispatcher FTEs *plus 1* are filled and fully trained,
- b. There is no additional cost to the Agency, except those otherwise indicated,
- c. There is no adverse impact on other employees or the quality and efficiency of services provided.
- d. Participation in a job-share agreement is done on a voluntary basis only.
- e. Only two (2) persons in the same classification will share one full-time position.

8.2.1 Job Share Process. The following process will be used to fill a new job-share position:

- a. Dispatch staff will be notified when a new job-share has been approved to be opened. Notice of the job-share will be posted for at least fifteen (15) calendar days.
- b. Two interested Dispatchers will bid for the job-share as a “team.”
- c. If more than one team of Dispatchers is interested in the posted job-share, the most senior team, determined by seniority of the most senior team member, will be granted the job-share position.
- d. Each job-share team member must have at least five (5) years of service as a Dispatcher with CRESA to be eligible for job-share.

8.2.2 Work Schedule. Job-share partners may submit any proposed work schedule covering a full work block. The only requirement is that a single job share employee may work no less than a .5 FTE equivalent (one employee can work no less than ½ of the hours per work block).

8.2.3 Extra Hours. All hours worked in excess of ten hours and fifteen minutes (10.25) per day or forty-one (41) hours per week (except during weeks with scheduled training days, as detailed in 9.1.2) by an individual job sharer will be considered overtime and will be paid in accordance with Article 12 of the Agreement.

8.2.3.1 Extra hours worked but within the ten hours and fifteen minutes (10.25) per day or forty-one (41) hours per work week will be paid at straight time and the conditions of Article 12 will apply.

8.2.3.2 A job share employee who attends mandatory training (outside of the regular scheduled training days) and/or meeting held on the employee’s regularly scheduled day off will receive pay at the rate of one and one-half times the employee’s regular rate.

8.2.3.3 Job share partners will be offered and encouraged to work each other’s vacant shifts (if staffing needed) prior to putting those shifts out for overtime bid.

8.2.4 Overtime for Job-Shares. For the purposes of assignment of overtime, the job share employees will be treated as separate positions. Overtime will continue to be assigned based on current Agency practice.

8.2.5 Accrued Leave. PTO and sick leave will accrue at each employee's accrual rate, but will accrue on a pro-rata basis based on their half time status (0.5 FTE).

8.2.6 Pay Rates. The rates of pay will be consistent in use and practice with Article 11 of the Agreement with each of the partners being treated individually for the purposes of salary placement, retirement contributions, step increases, performance evaluations, etc.

8.2.7 Benefits. Job share benefits for medical, dental and vision insurance will be provided to employees sharing the regular work hours and benefits of one full-time position, at the family coverage level. Except as otherwise provided in this section, benefits will be provided based on a 50% division of the employer contribution for medical and dental coverage. Each employee will have the option to enroll in the medical and dental plan of the employee's choice. Any cost for coverage over the 50% share of medical and/or dental plan insurance will be the responsibility of the employee. Additional hours worked over the scheduled amount will not result in a change in the division of health and insurance benefits.

8.2.7.1 Each job share employee will be entitled to full-coverage of other benefits including life insurance, long-term disability insurance, flexible spending, etc.

8.2.8 Seniority. Each employee will accrue individual seniority at half the rate of a full-time employee. Job share partners will continue to accrue at the half (1/2) time rate during paid leaves and unpaid leaves of less than fifteen (15) calendar days. The half (1/2) time adjustments to seniority for job shares will be completed quarterly, by the Guild, via a written notification to administration. If a job share partner works fifteen (15) calendar days or more on a full-time status assignment, s/he will accrue full-time seniority on a day for day basis.

8.2.9 Job-Share Termination. The Agency reserves the right to rescind a job-share agreement for any reason, at the discretion of the Director, by providing not less than thirty (30) calendar days notice. A job-share may also be canceled by mutual agreement of the job-share partners. If either job-share employee separates from the agreement, while the other wishes to continue, the remaining partner will assume full time duties until a suitable replacement can be found. If no such replacement is available the job share agreement will be canceled.

8.2.9.1 Either party in a job share agreement may request to terminate the Job Share Agreement and resume a full-time position, provided a vacant full-time Dispatcher position is available at that time. In the event that a vacant full-time position is not available, the parties will continue in the job-share position until vacancy becomes available. In no event will the position of employees not participating in the Job Share Agreement be jeopardized by the termination of it.

8.2.9.2 The job-share arrangement will automatically renew from year to year, unless one of the parties or the Director gives appropriate notice of cancellation.

8.2.9.3 Selection of a job-share for cancellation due to low staffing levels or for another work efficiency reason will be done in reverse order of job-share approval. Therefore, the most recently approved job-share will be eliminated first.

8.3 Reinstatement. Employees may be reinstated to vacant positions in which they were formerly employed and satisfactorily completed the probationary period, as long as there has not been a total break-in-service from a Guild represented position of more than twelve months. Reinstatement is based upon management's discretion and must be approved by the Director or designee.

8.3.1 Reinstatement Rights. A reinstated employee will retain her/his previously acquired service credits, less the break in service, for accrual purposes. The employee's sick leave balance at the time of termination will also be restored, less any sick leave cashed out on separation. 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 Rehire. An employee will be considered rehired if they return to a previously held position after a break in service from a Guild represented position of more than twelve months. An employee will also be considered rehired if s/he is employed after any length break in service into a position the employee has not previously held. New probationary periods are required for any rehired employee.

ARTICLE 9. HOURS OF WORK

9.1 Hours of Work. The average number of regular hours each full-time employee will work per year is 1930.6 hours. This includes both scheduled workdays (9.1.1) and scheduled training days (9.1.2).

9.1.1 Scheduled Work Day. A normal workday will consist of a ten hour and fifteen minute shift. Employees will use the fifteen minutes at the start of the regular scheduled work days for shift briefing. Following this briefing, the employee will immediately begin work on the floor.

9.1.2 Scheduled Training Days. Each employee will be required to attend six pre-scheduled ten (10) hour training sessions per year. These training days are considered as regular scheduled days for the purposes of overtime compensation and will be compensated at straight time. There will be one training session scheduled per side (e.g. 0900 to 1900). All employees will be expected to arrive and depart at the same time.

9.2 Work Schedule. The normal work schedule will consist of four consecutive ten hour and fifteen minute (10.25) workdays with four days off except during weeks with scheduled training days as in 9.1.2.

9.2.1 "Partial Exemption." The work schedule defined in Sections 9.1.1 and 9.1.2 are 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. The partial exemption allows an employee's work hours to be averaged over a six-month or one-year period rather than the traditional overtime mandate requiring overtime pay after working more than 40 hours in a seven-day period. For the purposes of this contract, employees regularly scheduled work hours as detailed above will remain under the average of 40 hours per week over a 12 month period (not to exceed 2080 hours), and will comply with the continuing provision that all hours in excess of 40 in any workday or 56 hours in any workweek will be paid at an overtime rate.

9.2.2 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 regular schedule, will be entitled to administrative shift change pay as necessary to achieve pay for their regular number of scheduled hours for the pay period.

9.2.3 Except for temporary schedule changes or administrative shift transitions, all days on and days 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 seniority.

9.3.1 Employees on probation will be assigned a shift at the discretion of the Agency. The initial shift assignment following completion of probation may also be made at the discretion of the Agency until the next annual shift bid.

9.3.2 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. Grave shifts will be considered to be those which start from 1845 to 0444 hours. Actual shift starting times are determined by the Agency.

9.4 Bidding. Employees will be allowed to bid on shifts once a year, by seniority, during the month of October, except as noted below. Shift assignments will be effective between January 16th and January 31st. Dispatchers will bid for shifts after the Dispatch Supervisors have selected their shifts.

9.4.1 Notice of vacant and available shifts will be posted for 7 days. Following that time, the shift will be filled by seniority from among employees who apply.

9.4.1.1 An employee who moves to a vacant position must resubmit any vacation requests.

9.5 Filling Long Term Vacancies. Once management approves filling a long-term or temporary long-term vacancy in a primary shift, the process outlined below will be used to fill the vacancy. This is to ensure a quick transition for coverage and minimal disruption to existing operations, staffing levels, and shifts.

9.5.1 Primary and Secondary Shifts. Management and the Guild will meet and will designate each shift (individual schedule of hours and days worked) as *primary* or *secondary*. A *primary* shift provides essential coverage and ensures adequate staffing at all hours and for all mandatory functions. A *secondary* shift provides additional coverage, flexibility, and staffing above minimum requirements.

9.5.2 Shift Blocks. Management and the Guild will meet and designate each shift to be within one of six shift blocks: Day Side A, Day Side B, Swing Side A, Swing Side B, Grave Side A, Grave Side B.

9.5.3 Long Term Vacancy is one that results from resignation, termination, etc., becomes vacant prior to October 15, and extends for 90 days or longer.

9.5.4 Temporary Long Term Vacancy is due to a leave of absence for 90 days or longer when the incumbent is expected to return to work before the end of the annual shift assignment.

9.5.5 Considerations. The manager may use her/his discretion to cover long-term vacancies as detailed below.

- Releasing a trainee to assume the shift or partial shift, for any portion of the vacancy.
- Assigning a probationary employee to the shift or partial shift.

9.5.6 Management will consider the above options before moving an employee involuntarily to cover a long-term vacancy. If it is determined that no other preferable way exists to cover the work, the following processes will be followed:

9.5.6.1 For a long term vacancy, expected to continue until the end of the annual shift assignment:

- 1) The process in Section 9.4 will first be followed.
- 2) If no “requests for reassignment” to that shift are on file, the process below will apply.

9.5.6.2 For a temporary long-term vacancy:

- 1) The employee in a *secondary* shift on the same shift block will assume the vacant *primary* shift. (e.g., If there’s a vacant primary shift on Swing Side B, the employee in the secondary shift on Swing Side B will take the vacancy.)
- 2) If no secondary shift on the same shift block exists, employees in *secondary* shifts on any other shift block may volunteer. The most senior volunteer will receive the shift.
- 3) If no volunteers exist, the least senior employee in a *secondary* shift on any other shift block will be placed in the vacant primary shift. Employees assigned to the

vacant shift through this means will receive a 5% premium to base pay for the first eighty-two (82) hours of the shift change; overtime earned and paid during this initial period will include this premium.

9.5.7 End of Vacancy. Assignments to long-term vacancies will continue until the next annual shift bid assignment or for the duration of the temporary vacancy, whichever is less.

9.5.7.1 During that time, if a trainee is released and is approved to work that shift, the employee covering the long-term vacancy will have the option to return to their regular shift, as long as there are at least 60 days remaining before the next annual shift assignment. If that employee returns to the regular shift, the trainee will fill the vacant shift.

9.6 Filling New Shifts. Management will determine when a “new” shift – one not available during the normal shift bid process – will be opened. To ensure all parties have consistent expectations, a new shift will be filled as follows:

9.6.1 If the shift is opened for any reason other than a trainee being released to work on their own, the shift bid process in Section 9.4 will be followed.

9.6.2 If the shift is open because a trainee has been released to work on their own, management will determine whether the trainee may or may not work a graveyard shift upon initial release. Management may determine a trainee can be placed in the graveyard shift if s/he shows exceptional performance or has substantial prior experience. All trainees will be expected to be able to work graveyard shifts after four (4) months from initial release.

A. If a trainee is released between September 15th and January 15th, the trainee’s initial shift will not be available for the open bid process for a period of four (4) months. At the end of the four- (4) month period, the shift will be opened for the open bid process as defined in Section 9.4, with no limitations of what shift the trainee will assume.

If a trainee is released between January 15th and September 14th, the trainee will be assigned a shift as follows.

B. For a trainee **approved** to work graveyard, the open shift bid process in Section 9.4 will be followed.

- If there are no requests for reassignment on file, the trainee will receive the open shift.
- If there are requests for reassignment on file, the trainee will receive the last remaining open shift.

C. For a trainee **not approved** to work graveyard, the open shift bid process will be followed, as described below:

- If there are no requests for reassignment on file, the trainee will receive the open shift.
- If there are requests for reassignment on file, the trainee will receive the last open non-graveyard shift.
- At the end of the four- (4) month period, the shift will be opened for the open shift bid process as described in Section 9.4, with no limitation of what shift the trainee will assume.

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

- 9.7.1 It has the approval of the Operations Manager or her/his designee.
- 9.7.2 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 shift.
- 9.7.3 It would not unduly interfere with the operations of the Agency.
- 9.7.4 It is a voluntary request on the part of the employees and not at the behest of the Agency.
- 9.7.5 The Agency is provided notice of the trade on an Agency form.

9.8 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 Minutes)</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
10.25 hours =	Two breaks	One meal period
12.25 hours =	Three breaks	One meal period

ARTICLE 10. SENIORITY, LAYOFFS AND PROBATION

10.1 Seniority. Seniority will be based on total length of continuous service with the Agency in a position represented by the Guild. Seniority accrued for Job-Share employees is defined in Section 8.2 on Job-Sharing.

10.1.1 Employees will continue to accrue seniority during paid leaves and unpaid leaves of absence of less than fifteen (15) calendar days. Employees will maintain but not accrue seniority during unpaid leaves of absence of fifteen (15) calendar days or longer. Nothing in this Section will be construed to require the Director to offer reemployment to a separated employee.

10.2 Probationary Periods.

10.2.1 New Hires. Newly hired employees will serve a probationary period beginning on date of hire and continuing either for the duration of one year or four months following the successful completion of the full Dispatch training program, whichever is longer. 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 and termination. Probationary periods will be extended by the full amount of any unpaid leave of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.

10.2.2 Promotional Hires. Employees who are promoted to other positions represented within the Guild will serve a probationary period of one year from the date of promotion. During that one year period, 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 unpaid leave of absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.

10.3 Layoff. In the event of a layoff, employees within a classification will be laid off in the order of inverse seniority. Employees whose position is eliminated or who accept reassignment to a vacant position in a lower classification, “bump” downwards, or have a forced reduction in work hours will be considered laid off.

10.3.1 For purposes of layoff, seniority will be determined by each employee’s original date of hire with the Agency. In case of a tie in date of hire, the employee with least Guild seniority will be laid off.

10.3.2 Reassignment. In lieu of layoff by position elimination, a regular employee may request reassignment to a vacant position, first in a lateral, then 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.

10.3.3 Reassignment by Bumping. If no vacant positions are available, a regular employee may request to bump the least senior employee in a lower classification in which s/he previously served and attained regular status by successfully completing the probationary period.

10.3.3.1 Employees may not be reassigned to or bump into a Dispatcher I position, since that is a training position only.

10.3.4 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.

10.3.5 Recall. Employees who are laid off, reassigned, or have their work hours reduced will be placed on a recall list in order of seniority for a period of two (2) years. Laid off employee 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 change in address or telephone number during the recall period.

10.3.6 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 seniority date 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.

10.3.7 Benefits Continuation. The Agency will continue the Agency's contribution toward the cost of medical and dental insurance through the end of the first calendar month following layoff.

ARTICLE 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.

11.1.1 Effective January 1, 2008, the salary schedule will be increased by three percent (3%) as set forth in Appendix A to this Agreement.

11.1.2 Effective January 1, 2009, the salary schedule will be increased by the amount of the Consumer Price Index – U – West – Size class B/C annual increase as published for the month of June 2008 with a minimum of two and one half percent (2.5%) and a maximum of four and a half percent (4.5%).

11.1.3 Effective January 1, 2010, the salary schedule will be increased by the amount of the Consumer Price Index – U – West – Size class B/C annual increase as published for June 2009 with a minimum of two and one half percent (2.5%) and a maximum of four and a half percent (4.5%).

11.2 Salary Range. The salary range for Dispatcher I will consist of three steps at 5% intervals with the top step being set 5% below the entry rate for Dispatcher II.

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

11.4 Work-Out-of-Classification. An employee who is assigned to perform substantially all the duties of the higher classification of Dispatch Supervisor for a period of two (2) hours or more will be compensated ten percent (10%) above their current rate of pay. The Agency retains the right to determine in advance a group of employees qualified to perform work outside of their regular position. The Agency and the Guild will work together to establish any required prerequisites and/or process through a Written Directive.

11.5 Step Increases. Employees are eligible for step increases in their compensation as follows:

11.5.1 Dispatchers I will be eligible for their step increase when they have successfully completed their first training and practical experience period (e.g. call-taking training and on-the-floor work experience). Dispatchers I will be eligible for each subsequent step increase up to Step 3 following six (6) months of satisfactory training and service at that step.

11.5.2 Dispatchers II and Dispatch Supervisors will be eligible for step increases after twelve (12) months of satisfactory service at each step in the range.

11.5.3 The step increase date will be adjusted by the full amount of any unpaid leave of absence of 15 calendar days or longer.

11.5.4 Employees whose eligibility date falls between the first and the fifteenth of the month will be eligible for the step increase on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month will be eligible for the increase on the first day of the following month.

11.6 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 15th and 16th to end of month). If payday falls on a Saturday, Sunday or holiday, paychecks will be issued on the previous workday.

11.7 Trainer Pay. Employees who are designated by the Agency to serve as trainers will be compensated with trainer pay of ten percent (10%) above their current rate of pay for all hours spent in authorized training

activities, including preparation time. The Agency retains the right to designate trainers, to assign employees to trainers and to schedule training.

11.8 Longevity Pay. An employee will be eligible to receive longevity pay according to the following schedule provided s/he has received a performance evaluation of “meets expectations” or better in the prior calendar year (see salary schedule Appendix A for rates).

<u>Years of Service</u>	<u>Longevity Pay Formula</u>
10 Years =	1.0% on all paid hours
15 Years =	1.5% on all paid hours
20 Years =	2.5% on all paid hours
25 Years =	3.0% on all paid hours
30 Years =	3.5% on all paid hours
35 Years =	4.0% on all paid hours

11.9 Shift Differential. Employees whose regular work shift begins between 1445 and 0444 (2:45 PM and 4:44 AM) will receive shift differential in the amount of \$0.75 per hour.

11.9.1 Shift differential will also be paid on overtime hours and/or voluntary shift flex hours (Article 12.5) that begin between 1445 and 0444, even if the employee’s regular scheduled shift is not eligible for shift differential.

11.9.2 Employees who voluntarily flex their schedule (Article 12.5) will not lose their shift differential.

Shift differential will be included in the rate of pay for overtime compensation if the employee is compensated in pay rather than time off. If the employee elects compensatory time off, the employee will be compensated for the time off at the then-current pay rate. All cash-outs of paid leave will be paid at the employee's base hourly rate of pay.

11.10 Holiday Work Premium.

11.10.1 For purposes of this Section, designated holidays include:

- New Year’s Day - January 1
- Martin Luther King, Jr.’s Birthday - As observed
- Presidents’ Day - As observed
- Memorial Day - As observed
- Independence Day - July 4
- Labor Day - As observed
- Thanksgiving Day - As observed
- Christmas Day - December 25
- New Year’s Eve - December 31
- Floating Holiday - (See 11.10.2.1 below)

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

11.10.2 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.

11.10.2.1 Employees will be entitled to designate one scheduled work day (10.25) during the year as a “floating holiday” on which they will receive the same holiday premium pay as above. Employees must use this floating holiday within the calendar year or it will be forfeited. Except

for premium overtime payment under section 11.10.4, this floating holiday may not be scheduled on a non-scheduled work day or in conjunction with any other paid holiday.

11.10.3 Employees required to work on one of the designated holidays when it would otherwise have been their regularly scheduled day off will be compensated at a rate two (2) times their regular rate of pay for all hours worked.

11.10.4 Employees working over ten hours and fifteen minutes (10.25) on a designated holiday, regardless of whether it was a regularly scheduled day or a required day, will be paid at two and one half (2.5) times their regular rate of pay for all hours worked over ten hours and fifteen minutes (10.25).

ARTICLE 12. OVERTIME

12.1 Assignment of Overtime. Overtime will continue to be distributed as per Agency procedures. The goal is to provide fair and equitable distribution of overtime. Any new procedures for assignment of overtime work will be developed and mutually agreed upon by the Agency and the Guild.

12.2 Calculation of Overtime. 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 Section 12.3 will be paid on time worked only. A regularly scheduled work shift is the shift awarded per shift bid, a voluntary shift trade or the shift worked under a voluntary Hours Adjustment. Job Share employees will be treated pursuant to section 8.2.3.

12.3 Compensation for Overtime. Regular overtime will be compensated at the rate of time and one and one half (1.5) the employee’s regular rate of pay. All hours worked in excess of twelve hours and fifteen minutes (12.25) consecutively in a workday will be compensated at double the regular straight time 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. Unless otherwise approved by the Operations Manager or designee, all employees will receive a minimum nine hours and forty-five minute (9.75) break before starting a subsequent shift.

12.4 Double Back. Double backs are discouraged. A “double back” occurs when an employee holds over on overtime for one shift, 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 double the regular straight time 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 hrs worked	Regular hours	Paid leave	Total hrs worked
<i>No flex</i>	<i>2 hrs at 1.5x</i>	<i>10.25 hrs at straight</i>	<i>0 hrs</i>	<i>12.25 hrs wkd</i>
<i>No flex</i>	<i>2 hrs at 1.5x</i>	<i>8.25 hrs at straight</i>	<i>2 hrs</i>	<i>10.25 wkd & 2 paid leave</i>
Flex E.g. #1	2 hrs at 1.5x	8.25 hrs at straight	0 hrs	10.25 wkd & 2 hrs flex
Flex E.g. #2	4 hrs at 1.5x	8.25 hrs at straight	0 hrs	12.25 wkd & 2 hrs flex

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”), CTO 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 and will not receive overtime pay. Voluntary adjusting occurs only at the behest of the employee.

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, either 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 eighty-two (2) hours (equivalent to eight 10.25 hour work days). An employee may cash out accrued comp time, or any portion of comp time. If the employee is in an unpaid leave status *when seniority is not being accrued* any cashed out comp time will count (day for day) towards Guild

seniority. Unused compensatory time will be paid off at the employee's base rate at the time of termination or transfer to a County department.

12.8 Callback Pay. Employees mandatorily required to report to work or held over, with less than 48 hours notice from the start of the overtime to be worked will be entitled to two (2) hours callback pay at the rate of time and one half (1.5) plus actual time worked paid according to the guidelines of Article 12.2. An employee assigned to mandatory overtime (holding over) on her/his first scheduled work day will be considered “notified” for callback purposes when the following occurs: supervisor sends an email, sends a text message by pager, and leaves a phone message (voicemail) on employee’s primary phone. at least 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 hours of pay (i.e. meeting lasts one hour, s/he receives pay for two).

12.10 Voluntary Overtime for Special Events.

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

12.10.2 Voluntary overtime for special events will be compensated at time and one half for all hours worked in this capacity up to twelve and at double time for all hours work above twelve.

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

12.10.4 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 the special event.

12.10.5 In recognition of safety and performance concerns, employees will not normally be allowed to work more than fourteen hours and fifteen minutes (14.25) per day total (regular dispatch assignment and the special event). This will allow an employee to work the regular dispatcher shift and still be able to work a four (4) hour special event shift.

ARTICLE 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 this 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. *(The PTO schedule reflects the inclusion of 48 hours from the former sick leave accrual rate.)* The accrual rate increases by 24 hours per year for each five (5) years of service up to ten (10) years and then by 32 hours for each five (5) years of service. The schedule is as follows:

<u>Years of Service</u>	<u>PTO Accrual Rate</u>	<u>Max Accrual</u>	<u>[Per Pay Period]</u>
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	9.333 hrs
15 Years =	256 hrs / year	512 hours	10.666 hrs
20 Years =	288 hrs / year	576 hours	12.0 hrs
25 Years =	320 hrs / year	640 hours	13.333 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 rate 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 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.

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

13.4.1.1 Absences taken without 72-hour advanced notice will be considered “unscheduled” incidents for the purposes of 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 PTO and sick leave under the rules prescribed above in the event of an illness in the employee's immediate family or the employee’s qualified domestic partner requiring the attendance of the employee. For the purposes of this Section, immediate family is defined as spouse, dependent children under 18 years of age and parents. 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 Section 14.2.1.

13.5 Scheduling of PTO and Compensatory Time Off (CTO).

13.5.1 Employees may not use accrued Personal Time Off for vacation purposes during their 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.

13.5.2 The scheduling of PTO will be as set forth in the Agency's written directives manual. 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.

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

13.6 PTO Sell Back. Employees may sell back a maximum of one-hundred and twenty (120) hours of accrued PTO time per year provided the employee has used a minimum of 82 hours in the preceding calendar year (equivalent to eight 10.25 hour work days). Two opportunities to sell back PTO hours will be offered per year in June and December. Requests must be submitted by May 15 and November 15, respectively and will be paid by June 30th and December 31st.

13.7 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.

ARTICLE 14. SICK LEAVE

14.1 Accrual. Employees will accrue sick leave based on paid hours, excluding overtime. All full time employees covered by this Agreement will accrue sick leave at the rate of four (4) hours per month accruable to a maximum of 1200 hours. Regular part time employees will accrue sick leave on a pro-rated share of hours worked to a maximum of 1200 hours. No accrual will occur during unpaid leave. One hour sick leave will be charged for each one hour off duty.

14.2 Reporting and Verification.

14.2.1 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 appointments, etc. will apply for FMLA as appropriate and give notice of the dates 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.

14.2.2 The Agency has the right to require medical written verification as necessary to verify the need for absences or ensure that employees are medically qualified for duty. In the event that the Agency requires an examination, the Agency has the right to select a physician of its own choosing. In such cases the cost of the examination will be borne by the Agency to the extent that it is not covered by medical insurance.

14.3 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 even if 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.

14.3.1 Incentive for Non-Usage of Sick Leave. Employees who have not used sick leave (or had any unscheduled absences due to illness or injury even if charged to other paid leave accounts) for any full calendar year of service will be entitled to one-time bonus payment in the amount of one percent (1%) of the employees base pay for that calendar year. Bonus payments do not change the employee's base rate of pay. Eligibility will be determined by March 1st for the previous calendar year and the eligible employee will receive the lump sum payment no later than May 10th. This program is only available to regular employees who were on the payroll and in paid status for the full calendar year.

14.3.2 No-Pay Status. 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 time is considered misuse of the system. The following actions may be taken in the event an employee goes into no-pay status:

- No-pay events will be tracked on a "fixed" eighteen (18) month period from the date of the first no-pay event.
- For the first no-pay event, the employee will receive an oral counseling from their supervisor.

- For the second no-pay event in the same eighteen (18) month period, an employee will receive an oral warning.
- Should an employee have a third no-pay event in the same eighteen (18) month period, management may take further corrective action, in accordance with progressive discipline
- Continued incidents of no-pay events during the twelve- (12) months following the third no-pay event may result in additional corrective action.
- 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.

14.4 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 Workers' Compensation Insurance and the employees' normal pay for injuries or illnesses covered by Workers' Compensation. The calculation will be based on the difference between the employee's normal post-tax take home pay and the pay from Workers' Compensation.

14.5 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 (25%) of the next bank ($600-300 \times 25\% = 75$ hours) for a total of 450 hours or \$6,300. Employees with balances below 300 hours are not eligible for payoff.

14.6 Sick Leave Maximum Bonus. Employees are encouraged to manage sick leave accruals as an "insurance" to continue their pay during major illnesses or injuries. As an incentive, an employee whose sick leave balance is at the maximum allowed accrual of 1200 hours at the end of a calendar month will be provided a bonus of four hours pay at her/his base rate for that month. This bonus will be paid one time per year and will be coordinated with the November 15th PTO sell-back.

ARTICLE 15. LEAVES OF ABSENCE

15.1 Military Leave. The Agency will abide by the provisions of the law of the State of Washington, RCW 38.40.060, which 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 fifteen (15) 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).

15.2 FMLA. Employees will be granted parental, family and medical leave in accordance with applicable state and federal laws. Employees are required to use accrued leave (PTO, sick, comp time as appropriate) when on FMLA, but will be allowed to retain twenty hours and thirty minutes (20.5) PTO balance. Employees may directly access sick leave when on a qualified FMLA for their own serious health condition or the serious health condition of a spouse, child or parent.

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

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

- a) The spouse, children, parents, brother, sister (or the step and in-law equivalents);
- b) The employee's grandparents, grandchildren;
- c) The employee's domestic partner or other relatives living in the employee's household.

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

- a) Aunts and Uncles (and in-law equivalent)
- b) In-law and step grandparents.

An employee taking paid Bereavement Leave must note this on her/his timesheet and/or supplemental documentation as applicable. The employee's supervisor may fill out the form in the employee's absence and have the employee sign it upon her/his return.

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

15.4 Civic Duty. An employee will continue to receive her/his regular salary for any period of required service as a juror, witness in employment related matters, to vote or to participate in examinations for promotional positions. All moneys received as witness fees or pay for jury duty (excluding travel reimbursement) will be surrendered to the Agency, except for duty on days off. 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 at to the Agency.

15.5 Leaves of Absence. The Director may grant a regular employee a leave of absence without pay not to exceed six 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 service and 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.

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

ARTICLE 16. BENEFITS

16.1 Plans Provided. The Agency will provide employees and their eligible dependents with medical and dental insurance plans. The provisions and coverage of the plans will be consistent with that provided to all bargaining units and employee groups participating in the Clark County Multi-party Healthcare Committee.

16.1.1 For the 2008 and 2009 benefit years, the following plans will be available to employees and the Agency will pay the full premium for eligible employees:

- Aetna PPO (& VSP Vision Plan)
- Kaiser Permanente HMO
- Kaiser Dental Plan
- Washington Dental Service

16.1.2 The Multi-party Healthcare Committee under the provisions of the Memorandum of Understanding will make decisions regarding healthcare expenditures, plans and carriers for medical and dental insurance's for 2008 and 2009.

16.1.3 Provided the Multi-party Healthcare Committee continues into the 2010 benefit year, eligible employees will be provided full participation at the same level as other participating Healthcare Committee employee groups. If the Healthcare Committee does not continue into 2010, the parties agree to reopen to negotiate medical and dental plans and expenditures only.

16.1.4 Should it be necessary to reopen negotiations for medical and dental plans and expenditures, the parties agree that the Agency retains the exclusive right to select plans and carriers for medical/dental, life or other insurance as long as the successor plan(s) will provide substantially equal or better coverage than the existing plans. Additionally during any status quo period following expiration of the Healthcare Committee MOU or this Agreement, the amount the Agency pays for employee premiums will be fixed at 110% of the prior-year level until and unless a successor agreement is agreed to.

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

16.2 Eligibility. The Agency will not make contributions under this Section 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.

16.2.1 Employees will be eligible for medical insurance effective the first of the month following date of hire or first of the month following the date enrollment forms are received by Clark County's Human Resources Department. Coverage will terminate at the end of the last day of the month in which employment ends.

16.2.2 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.

16.2.3 Regular part-time employees whose regular schedule equates to a three-quarter time (.75) FTE or more will be eligible for the full Agency contribution. For regular part-time employees in positions budgeted at one half (0.5) FTE up to three-quarters (.74) FTE, the Agency will pay seventy percent

(70%) of the Agency's contribution for the highest cost plans for 2008 and 2009, with the employee contributing the balance based upon the employee's plan of choice. If continued in 2010, the Healthcare Committee will have the responsibility to determine the appropriate pro-ratio for 2010. 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.

16.2.4 Eligible dependents include legal spouse and dependent children up to age 19 or until 23 if a full-time student at an accredited school.

16.2.5 Eligibility for coverage during unpaid leave. Employees will have continuous coverage during an unpaid leave of absence if covered by FMLA or Pregnancy Disability Leave. 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 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.

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

16.2.7 The Agency will make available medical and dental insurance coverage for the eligible employee's domestic partner subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership on file with the Clark County HR/Benefits Department.

16.3 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.

16.4 Disability Insurance. The Agency agrees to provide for regular employees a long-term salary continuation (disability) plan, providing 60% of salary to age 65, with a sixty (60) day waiting period. Eligibility and benefits will be as set forth in the plan.

16.5 Retirement Plan. The Agency will continue to maintain and all employees will be eligible to participate in the CRESA Employees Retirement Plan. As of the date of this Agreement, the plan is provided through the ICMA Retirement Corporation and offers employees a full range of investment products on both the Agency contribution to 401K plans and the employee contribution to 401K and/or 457 plans.

16.5.1 The Agency reserves the right to select or change providers and to ensure that the terms and conditions of the plan are in full compliance with applicable state and federal law. Neither the Agency nor employee contribution may be altered without negotiation and this Agreement may be reopened for the purposes of such negotiations.

16.5.2 The plan may from time to time be amended, however no change which would substantially alter the overall quality of the plan will be implemented without consultation with employees. For the purposes of this Section, changes requiring consultation would include but are not limited to:

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

16.5.3 Except for violation of the above provisions or the requirement to consult on plan changes, the design, coverage and performance of the 401K plan is considered a permissive subject of bargaining and is not subject to the grievance procedure.

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

16.6 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. 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.

16.7 Flexible Spending Accounts (FSA's). The Agency agrees to make available Dependent Care and Health Care Flexible Spending Accounts as provided by the Internal Revenue Code Section 125.

16.8 Deferred Compensation Plans. The Agency agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions must be at least \$25 per month and no more than the allowable IRS maximum.

16.9 Continuation of Benefits. Pursuant to federal 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 is responsible for the cost of the coverage plus an administrative fee.

16.9.1 Agency provided health benefits will continue during an unpaid family and medical leave or an accident or illness covered by Workers' 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.

16.9.2 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 leaves of absence.

ARTICLE 17. GRIEVANCE RESOLUTION PROCESS

17.1 Grievance Resolution. The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining “what’s right” NOT “who’s right.”

Inherent in this process is the important principle that issues be resolved at the lowest possible level. Both management and employees are committed to creating a work place in which everyone feels free to express issues, concerns and ideas. This commitment is grounded in the belief that differences provide strength to the work place when constructively discussed and creatively resolved.

Timelines established in this article may be extended by mutual agreement of the parties.

17.2 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 to the Supervisor for resolution. The Supervisor 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.

17.3 Formal Resolution Process

Step 1 Grievance – Operations Manager

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

The Operations Manager will resolve and/or respond to the grievance within fourteen (14) calendar days.

Step 2 Grievance – Director, or Designee

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

The Director will resolve and/or respond to the grievance within fourteen (14) calendar days.

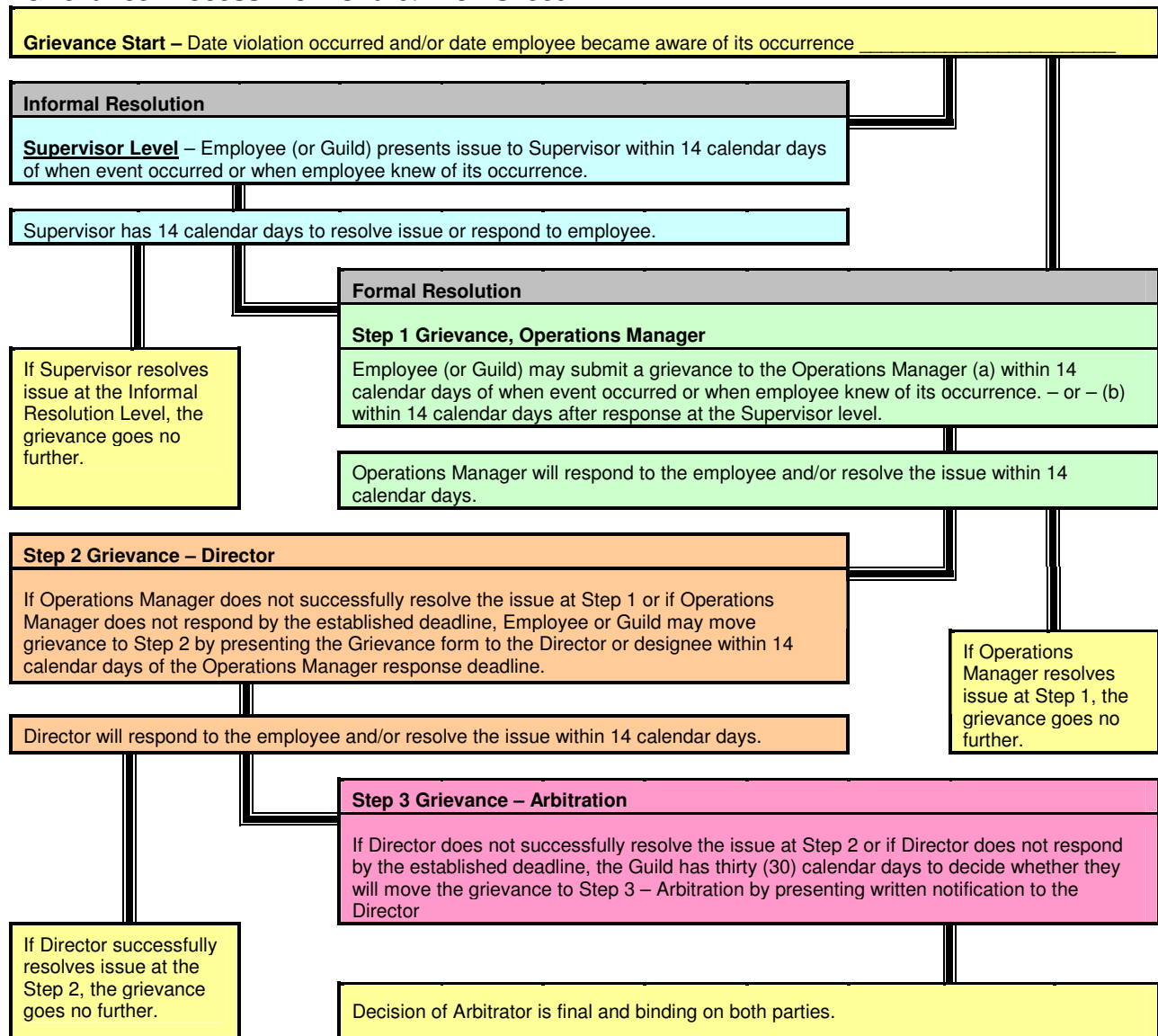
Step 3 Grievance – Arbitration

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, either party may request that PERC appoint an arbitrator to resolve the matter. 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.

If the parties agree that time constraints do not permit use of a PERC arbitrator, a private arbitrator will be selected. If the parties cannot agree upon a private arbitrator, a panel of arbitrators will be requested from PERC and the parties will alternately strike names until one arbitrator is selected. The parties will each pay their own costs 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



ARTICLE 18. CORRECTIVE ACTION

18.1 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 Section 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, 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, final probation and dismissal. Additional tools to bring performance up to expectations include the use of performance appraisals, training or outside assistance, the Employee Assistance Program, performance improvement plans, "last chance agreements," and others.

18.1.1 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 of 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?

18.1.2 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.

18.2 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.

18.2.1 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.

18.3 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.

18.4 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.

18.5 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.

18.5.1 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.

18.5.2 Disciplinary materials at the level of written reprimand or higher will be maintained in the official personnel file of the employee as follows:

18.5.2.1 Performance issues. Warnings regarding performance issues will remain in the personnel file for one (1) year. If a subsequent similar performance issue occurs, the subsequent warning will remain in the file for two (2) years. Performance issues include any and all factors and measures, which influence the employee's effectiveness and contribution to the organization including communication skills, working relationships and adherence to work processes.

18.5.2.2 Conduct issues. Warnings regarding conduct issues will remain in the personnel file for two (2) years. Conduct issues include any and all factors and measures related to compliance with laws, rules, policies, ethical standards and the like such as absence without leave, attendance, theft, dishonesty, conflicts of interest, and others.

APPENDIX A

SALARY SCHEDULE

2008 Salary Rates

	Step 1	Step 2	Step 3
Dispatcher I	\$18.35	\$19.26	\$20.22
	\$2,953	\$3,099	\$3,253
	\$35,435	\$37,185	\$39,035

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Dispatcher II	\$21.21	\$22.27	\$23.40	\$24.56	\$25.80	\$27.10	\$28.45
	\$3,412	\$3,583	\$3,765	\$3,951	\$4,151	\$4,360	\$4,577
	\$40,944	\$42,992	\$45,179	\$47,406	\$49,812	\$52,318	\$54,923
	10 Years (1.0%)	15 Years (1.5%)	20 Years (2.5%)	25 Years (3.0%)	30 Years (3.5%)	35 Years (4.0%)	
	\$28.73	\$28.88	\$29.16	\$29.30	\$29.44	\$29.59	
	\$4,623	\$4,646	\$4,691	\$4,714	\$4,737	\$4,760	
	\$55,472	\$55,747	\$56,296	\$56,571	\$56,845	\$57,120	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Dispatch Supervisor	\$26.72	\$28.08	\$29.47	\$30.96	\$32.52	\$34.14
	\$4,299	\$4,518	\$4,741	\$4,981	\$5,232	\$5,492
	\$51,590	\$54,215	\$56,888	\$59,775	\$62,781	\$65,907
	10 Years (1.0%)	15 Years (1.5%)	20 Years (2.5%)	25 Years (3.0%)	30 Years (3.5%)	35 Years (4.0%)
	\$34.48	\$34.65	\$34.99	\$35.16	\$35.33	\$35.50
	\$5,547	\$5,575	\$5,630	\$5,657	\$5,685	\$5,712
	\$66,567	\$66,896	\$67,555	\$67,885	\$68,214	\$68,544

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
REGARDING HEALTHCARE BENEFITS**

APPENDIX C

ADDENDUM AGREEMENT
between
CLARK REGIONAL EMERGENCY SERVICES AGENCY
and
CLARK COUNTY DISPATCHERS GUILD
(Regarding the Supervisors' Bargaining Unit)
JANUARY 1, 2008 – DECEMBER 31, 2010

RECOGNITION

Clark Regional Emergency Services Agency (CRESA) recognizes and acknowledges that the Guild is the exclusive collective bargaining agent for the purposes stated in RCW 41.56 for all regular full-time and regular part-time 9-1-1 Communications Dispatcher Supervisors, exclusive of all other employees of the Agency.

INCORPORATION OF MASTER AGREEMENT

The parties to this agreement hereby incorporate all terms and conditions of the Agreement between Clark Regional Emergency Services Agency and Clark County Dispatchers Guild (Dispatchers' Bargaining Unit) January 1, 2008 to December 31, 2010, except where otherwise stated below.

1. **Shift Bidding.** Supervisors have significant influence on the work environment, providing leadership and day-to-day oversight of shift activity. Supervisors are accountable to understand and consistently apply all Agency policies, goals, procedures, and expectations. To ensure supervisors' success and accountability, CRESA has an obligation to provide equal opportunity for training and to improve contact with and accessibility to managers and managerial resources. Creating a rotating schedule for the supervisory staff will better provide that contact. To that end, supervisors shall rotate shifts within the following provisions:
 - 1.a Supervisors may not work the night shift more than two consecutive years.
 - 1.b Supervisory shift bids shall be for one year.
 - 1.c Supervisory shift bidding shall occur prior to shift bidding processes for Dispatchers.
 - 1.d The need to establish a rotation mechanism for supervisors does not extend to rotation of dispatchers. Management has no intention to rotate dispatcher schedules.
2. **Savings Clause.** If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter

