

WORKING AGREEMENT

BY AND BETWEEN

VALLEY COMMUNICATIONS CENTER

AND

VALLEY COMMUNICATIONS CENTER
EMPLOYEES' ASSOCIATION

January 1, 2025 – December 31, 2027

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PREAMBLE

THIS AGREEMENT is entered into by and between VALLEY COMMUNICATIONS CENTER, hereinafter referred to as the Center, and VALLEY COMMUNICATIONS CENTER EMPLOYEES' ASSOCIATION hereinafter referred to as VCCEA. It is the purpose of this Agreement to achieve and maintain a balanced accord and harmonious relations between the Center and VCCEA; to prevent any interruptions of work or interference with the efficient operation of the communications center; and to work in a partnership dedicated to providing excellence in police, fire, and EMS emergency services to the public and the clients of Valley Communications Center.

ARTICLE 1 – DEFINITIONS AND RECOGNITION

1.1 DEFINITIONS

As used herein the following terms are defined as follows:

1. "VCCEA" shall mean Valley Communications Center Employees' Association.
2. "The Center" shall mean Valley Communications Center.
3. "Employee" shall mean an individual employed by the Center and working in a job classification covered by this Agreement.
4. "Com Room" specifies the main communications room at the Center.
5. "Exigent Circumstance" shall mean an unforeseen event or circumstances beyond control such as weather events, natural disasters, pandemics, and medical emergencies, but does not include circumstances that normally occur suddenly such as employee illnesses, or personal emergencies. Exigent Circumstances exists when the Com Room is understaffed after the supervisors have performed every step of the overtime process and have exhausted all available measures to cover the overtime.
6. "SOP" and "General Order" shall mean standard operating procedure, a Center procedure researched and written by the Center. Prescribed for repetitive use as a practice, in accordance with specifications aimed at obtaining a desired outcome.
7. Full time equivalent (FTE) is equivalent to an employee working full-time (1 FTE = 1 regular employee working full-time).
8. "Comparable employment", "comparable position" or "vacancy" shall be defined to include a similar salary pay range, similar educational and experience qualifications, regular full-time employee, and a substantially similar work week.
9. "Regular full-time employee" A regular full-time employee works forty (40) hours per week in a regularly budgeted, on-going com room position. Regular employees are eligible to receive the standard benefit package.
10. "Job Share Employee" shall mean a regular full-time employee voluntarily working twenty (20) hours per week in a regularly budgeted com room position. Seniority accrual is pro-rated based on the hours an employee is regularly scheduled to work. Seniority does not apply to placement on the wage schedule.

11. "Medical part-time employee" A medical part-time employee works a minimum of twenty (20) hours per week up to thirty-nine (39) hours per week as an accommodation in a regularly budgeted, on-going com room position. The Center may offer medical part time employment with benefits, subject to mutual agreement between the Center and the involved employee(s). Seniority accrual is pro-rated based on the hours an employee is regularly scheduled to work. Seniority does not apply to placement on the wage schedule.
12. "Pro rata" Pro rata is based on an employee's FTE percentage in a pay period.
13. "Matters subject to Employer discretion" Any matter in this contract that is specifically subject to Employer's discretion shall not be subject to the grievance procedure, unless application of the grievance procedure is expressly provided for in the particular article, paragraph or subparagraph.

1.2 RECOGNITION

The Center recognizes VCCEA as the exclusive bargaining representative for all regular full-time, job share, and medical part-time VCCEA employees who work in the classifications of Communications Officer I and II (commonly abbreviated as COI and COII).

It is jointly understood that Communications Officer I (COI) will refer to those employees primarily doing the work of 911 call receiving and that Communications Officer II (COII) will refer to those employees primarily doing the work of police, fire, and medical dispatch.

Agreement reached between the party's signatory to this Agreement shall become effective only when signed by the designated representatives of the Center and VCCEA.

1.3 OTHER WORK CLASSIFICATIONS

The Center shall commit to staffing Communications Officer's positions exclusively with regular full-time, job share and medical part-time employees. Short term contract employees, temporary employees, non-regular employees, extra help employees and contractors shall not be used in place of trained VCCEA personnel to staff the com room.

1.4 NEW CLASSIFICATIONS

When new com room job descriptions are created or existing com room job descriptions (COI and COII) are substantially modified within the Center, the Center will notify VCCEA of the intended action and will invite comments on the proposed changes. The Center also will notify VCCEA when including or excluding new or modified job descriptions which are in the bargaining unit, consistent with the duties, responsibilities, and organizational level of the descriptions in this Agreement.

If VCCEA disagrees with the non-represented designation for a new classification or re-classification, the parties recognize the determination of whether the classification is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon timely petition by VCCEA. Should PERC determine the classification is to be included in

the bargaining unit, the classification shall be placed in the Pay and Classification Plan at the appropriate range and removed from the non-represented plan.

1.5 TRIAL SERVICE PERIODS

A newly hired employee shall be on trial service for a period of twelve (12) months from their date of hire. If an employee is on extended leave, paid or unpaid, for thirty (30) contiguous calendar days or more during their trial service period, said trial service period will be extended by the number of calendar days the employee was on extended leave. During trial service, the employee may be terminated without just cause or recourse to the grievance procedure but shall be afforded access to VCCEA representatives. In lieu of termination the Center may choose to extend the trial service period. The Center shall have no responsibility to re-employ or to continue the employment of trial service employees.

In the event of an employee's separation from employment prior to release from one-on-one COI training (within the above defined trial service period) the Center shall not pay for the separated employee's accrued and unused holiday, vacation, or sick leave.

1.6 PROBATIONARY PERIODS FOR NEWLY PROMOTED EMPLOYEES

A newly promoted employee shall be on probationary service for a period of twelve (12) months during which time an evaluation will be made as to whether the employee shall continue in the promoted position or resume their former position. If an employee is on extended leave, paid or unpaid, for thirty (30) contiguous calendar days or more during their probation period, said probation period will be extended by the number of calendar days the employee was on extended leave. The evaluation of this probationary service period shall not be subject to the grievance procedure and the decision to make the promotion permanent shall be the Center's sole discretion. In lieu of demotion, the Center may choose to extend the probationary service period.

1.7 PROBATIONARY PERIODS FOR RE-HIRED EMPLOYEES

Employees who leave employment in good standing after having completed trial service and are re-hired under terms that allow them to retain seniority shall be subject to a probationary period of six (6) months.

In the event an employee (newly hired or promoted) has their probation/trial service extended, future step increases shall be earned on their original hire/promotion date.

ARTICLE 2 – UNION SECURITY

2.1 NEW EMPLOYEES

During the first thirty days of employment, the Center shall allow at least one half-hour for VCCEA representatives to meet each new employee, distribute materials and answer questions. The opportunity shall be scheduled at a time convenient to the Center, the new employee and VCCEA and conducted at a time when the new employees are on-duty. No overtime shall be incurred for VCCEA representatives conducting the orientation. VCCEA will provide the requisite forms to employees.

Each party agrees to follow all PERC decisions or court rulings regarding the right and obligations of the parties and members of the bargaining unit in the enforcement of this article.

2.2 DUES DEDUCTION

Upon receipt of authorization from the employee, VCCEA will notify the Center, and the Center shall deduct half of the monthly dues each paycheck of the applicable amounts set forth by VCCEA as member's dues. This amount shall be remitted promptly to the duly designated financial officer of VCCEA.

An employee may revoke their authorization for payroll deduction of payments to VCCEA by written notice to VCCEA and the Center. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Center's receipt of the employee's written notice.

VCCEA and each employee authorizing the assignment of wages for the payment of VCCEA dues or representation fees hereby undertakes to indemnify and hold the Center harmless from all claims, demands, suits or other forms of liability that may arise against the Center for or on account of any deduction made from the wages of such employee or the enforcement of any part of Article 2 of this Agreement.

2.3 BARGAINING UNIT ROSTER

The Center shall provide VCCEA with a roster of employees covered by this Agreement when requested, but no more frequent than on a quarterly basis. The roster shall include name, address, salary, job title, and hire date.

2.4 NONDISCRIMINATION – UNION ACTIVITY

All employees covered by this agreement have the right and shall be protected in the exercise of such right, to join, not join and/or participate or not participate in VCCEA. All bargaining unit employees, regardless of membership shall be entitled to the rights and benefits provided under the Collective Bargaining Agreement. In the exercise of those rights, employees and employees' representatives shall be free from discrimination and reprisal.

ARTICLE 3 – UNION/EMPLOYER RELATIONS

3.1 UNION ACCESS

Only elected or appointed members of the bargaining unit and paid VCCEA legal counsel and representatives shall engage in active participation in VCCEA affairs. The Center will recognize VCCEA members qualified to represent employees in official disciplinary and investigatory proceedings upon notification by VCCEA.

VCCEA Officials or representatives shall not transact VCCEA business while on duty, if said business interferes with their work or Center operations. However, an employee in the bargaining unit serving as an elected designated representative for VCCEA shall be granted time off with pay while conducting contract negotiations and to meet with designated representatives of the Center regarding official business, to include the adjustment of grievances on behalf of the employees in the bargaining unit; provided:

1. The Center is obligated to grant time off with pay only when VCCEA representatives request for time off conflicts with their scheduled work hours. No adjustments will be made to facilitate payment of wages outside of scheduled work hours except by mutual agreement. VCCEA representative(s) shall not be required to use accrued leave for any time spent meeting with the Center regarding grievances, negotiations or other activities requested by the Center.
2. They notify the Center at least twenty-four (24) hours prior to the time off.
3. VCCEA business is conducted at no added expense to the Center, provided that this subsection (3) shall not apply for up to three (3) unit employees serving as representatives for VCCEA during actual contract negotiation sessions.

3.2 FACILITY USE

Representatives of VCCEA, previously accredited to the Center in writing by VCCEA, shall have reasonable access to the Center's premises; provided such access shall not in any way hamper or obstruct the normal flow of the employee's work or interfere with the Center's clientele. It is mutually agreed that, during such access, VCCEA may investigate grievances, and conduct other business related to the representation of employees for the purpose of employment relations. VCCEA shall give reasonable notice to a designated representative of the Center prior to entering the Center's premises and engaging in any conference and/or meeting with an employee.

VCCEA shall be permitted to use designated premises of the Center for meetings of VCCEA's Board, provided that sufficient advance request for meeting facilities is made to the Center and is not deemed disruptive to operations and space is available.

3.3 LABOR / MANAGEMENT COMMITTEE

The parties recognize the benefit of labor/management cooperation in improving communication, addressing operational problems, and providing for a better work environment. It is the intent of both parties to establish a labor/management committee to address specific projects or areas of mutual concern as such needs are identified by the parties. This committee shall be called the Labor Management Committee (“LMC”) and will meet quarterly or as agreed to by both parties. The LMC shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties but shall not alter or modify any provisions of the collective bargaining agreement.

The LMC shall be established on an on-going basis and shall consist of members of the Administrative, Supervisory and Employee Groups.

All time spent by VCCEA LMC members attending LMC meetings will be considered time worked. LMC meetings attended outside an employee’s regularly assigned shift shall be paid at the rate of one and one-half (1 ½) their base rate of pay. Management will also make a good faith effort to facilitate attendance for VCCEA LMC members through reasonable staffing.

3.4 BULLETIN BOARDS

VCCEA may use reasonable bulletin board space approved for the purpose of posting VCCEA business matters, including:

1. Notice of social affairs of VCCEA.
2. VCCEA meeting notices.
3. VCCEA elections and appointments.
4. Results of VCCEA elections.

Material to be approved for posting shall be identified as VCCEA bulletins and will indicate the date posted, the name of the employee posting the notice and their office or position in VCCEA. The space provided shall be appropriately maintained by VCCEA and outdated material shall be promptly removed.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.1 DEFINITIONS

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Except as provided herein, the seven (7) -day work week shall be at the sole discretion of the Center.

Regularly Assigned Shift. An employee's regularly assigned shift is a period of consecutive hours that an employee is expected to perform their primary duties as part of their normal work week. A regularly assigned shift is ten (10) hours but may be more or less depending on shift adjustments. Each regularly assigned shift shall be selected according to the shift bid process.

Shift. A "shift" is a period of consecutive hours an employee is assigned to perform their primary duties.

Shift Adjustments. Employees, other than those in the COI training academy, will be given a minimum of two (2) weeks' notice of an adjusted work week schedule (to include training classes). Notice may be less than two weeks if mutually agreed upon by the Center and the employee.

Normal Work Week. The normal work week for employees shall be four (4) ten-hour days worked followed by three (3) consecutive days off but may be more or less depending on shift adjustments.

The Center may assign employees alternate shift structures such as five (5) consecutive eight (8) hour days worked followed by two (2) consecutive days off, or non-consecutive days off to accommodate employees in need of a medical accommodation.

Alternate Work Week Schedules. With notice to VCCEA, the Center may facilitate alternate work weeks with the consent of the affected employee(s). In no event shall the normal work week exceed forty (40) hours. Alternative work weeks shall not constitute or establish a past practice and shall be subject to change based upon the discretion of the Center and prior notification to the employee and VCCEA.

Notice of Schedule System Change. A permanent change in the overall work schedule of the bargaining unit may be initiated by the Center but shall only be implemented by mutual agreement.

Shift Change Request. A change in the employee's regularly assigned shift may be requested by the employee and considered by the Center. Such a change may be granted if it meets the operational needs of the Center.

Employer Shift Change. A change in the employee's regularly assigned shift(s) may be made by the Center for a reasonable operational reason, including but not limited to achieving team balance, team experience, vacancies, or the release of new trainees. A full-time employee whose shift is modified will be provided with forty (40) hours during any work week in which they are transitioning between schedules.

Shift Vacancies. When a vacancy occurs in a regularly assigned shift, the Center shall announce in writing the availability of the open shift, to include the shift days/hours as well as the deadline date (not to be less than 7 days) to submit interest. The Center will fill the vacancy by seniority within the classification, unless operational needs of the Center override; provided that the Center may, in its discretion, wait to fill the vacancy until the next shift bid.

Staffing Levels. The Center will establish minimum staffing levels which will be annotated in Schedule Express with all staffing numbers calculated and overtime posted at least one (1) month in advance. Once established, minimum staffing levels will not be changed absent a legitimate business reason.

All employees working in minimum staffing are expected to perform the duties of the classification they are working. When in COI minimums, all employees are to be logged into the appropriate (supervisor assigned) queue and available (green) to take incoming calls.

Day Off Overtime. Day off overtime is defined as overtime that is worked in the com room between the two (2) hours after an employee's Friday and the two (2) hours prior to their Monday.

4.2 WORK BREAKS

The parties agree to meal and break periods for employees that vary from and supersede the meal and break period requirements of WAC 296-126-092. The Center shall make a good faith effort to provide employees with breaks.

1. An employee working a four (4) hour shift shall receive one (1) mid-shift fifteen (15) minute paid break.
2. An employee working a six (6) hour shift shall receive one (1) thirty (30) minute paid break and one (1) fifteen (15) minute paid break.
3. An employee working an eight (8) or ten (10) hour shift shall receive two fifteen (15) paid breaks and one (1) thirty (30) minute paid break.
4. An employee working a twelve (12) hour day shall receive three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid break.
5. An employee working a fourteen (14) hour day shall receive three (3) fifteen (15) minute paid breaks and two (2) thirty (30) minute paid breaks.

Employees must remain within Center premises for immediate call back should the workload require it.

4.3 JOB SHARE / MEDICAL PART-TIME EMPLOYEES

4.3.1 Job Share. Employees who have worked for the Center for at least two years are eligible to apply for a job share position. There will be a maximum of four (4) COII job share employees and four (4) COI job share employees at any given time.

Job share positions are served in six (6) month increments aligned with shift bid, up to a maximum of two (2) years. Employees will not be eligible for a new job share position for one (1) year unless no other employees apply to take the job share position. As job share positions become available, applicants will be selected by overall seniority in the bargaining unit.

Requests for job share shall be submitted in writing to the employee's immediate supervisor between November 1st and November 30th for the March rotation and May 1st through May 31st for the September rotation. Requests submitted outside the application windows will be approved on a case-by-case basis in the Center's sole discretion.

Employees who submit requests after the deadline will be placed at the bottom of the job share list regardless of seniority. Employees will bid for shifts based on the order in the job share or medical part-time list. If an employee has more seniority (i.e.: time in-grade classification) than the person directly ahead of them on the list, they will bid immediately after that employee. If the employee has less seniority, they will bid based on their original bid spot.

This system ensures fair and consistent bidding based on submission time and seniority while maintaining flexibility for late requests.

4.3.2 Medical Part-Time/Medical Accommodations. Medical part-time positions shall exist, but only so the Center has the option to reasonably accommodate employee medical or ADA needs. Medical part-time positions must be at least twenty (20) hours per week, so employees retain job proficiency. Final approval for medical part-time status shall be at the sole discretion of the Center.

The Center's approval of a medical part-time or other accommodation shall depend on the specific facts and circumstances presented. The Center's approval of one accommodation shall not establish a past practice as to how other accommodation requests will be handled. Final approval for an employee's obtaining job share or medical part-time status shall be decided by the Center.

4.4 OVERTIME

The overtime process below shall be initiated when the established minimum staffing levels have not been met. Once the process is started, the Center must complete each of the following steps until the overtime is covered. If the overtime is not covered after completion of the process, the Center shall operate at its discretion. This may mean to operate below minimum staffing, close consoles, assign employees out of classification or to allow management to cover the needs of the Center as they see fit (within the parameters set forth in this agreement).

Overtime Rules:

- Paid leave taken shall count as hours worked for the purpose of calculating hours worked in a 24-hour period.
- Traded hours worked count as hours worked for the purpose of calculating hours worked in a 24-hour period.
- Overtime worked between regularly scheduled shifts as well as two (2) hours prior to or two (2) hours after a regularly assigned shift will be paid out at one and one-half (1 ½) times the base rate of pay, or two (2) times the base rate of pay on holidays.
- Employee physically working fourteen (14) consecutive hours, hours thirteen (13) and fourteen (14) will be paid two (2) times the base rate of pay, or two and one-half (2 1/2) times their base rate of pay on holidays. If mandated for hours thirteen (13) and fourteen (14), it will be considered exigent and paid at two and one half (2 1/2) times their base rate of pay.
- Employees working overtime will work the classification of the overtime they volunteered/elected for or were mandated to work.
- A medically accommodated COII unable to perform COI duties will be mandated for COI overtime, however, the employee will work a dispatch console while a regularly assigned COII will move to perform COI duties. Additionally, a medically accommodated COII employee is not allowed to volunteer/elect to work COI overtime.

4.4.1 Voluntary Overtime. - Overtime available outside of twenty-four (24) hours to the time needing covered will be annotated on the daily schedule. Of the employees volunteering, it is based on a first come, first served basis with the stipulations stated below.

Voluntary OT Rules:

- COI overtime offered and not signed up for within five (5) days of the overtime opportunity may then be worked by employees in other classifications.
- COII overtime offered and not signed up for within five (5) days of the overtime opportunity may then be worked by a Supervisor (I/II).
- Time posted with less than five (5) days' notice, but more than twenty-four (24) hours' notice is first come, first serve.

NOTE: The five (5) day timeline is by date, not hours.

4.4.2 Overtime Card System. – The Center shall establish and maintain an overtime tracking system by classification that notes the dates and hours each employee worked overtime. The Center shall maintain two lists of VCCEA employees to be notified of available overtime inside of 24 hours. One list will include employees from the COI/II classification for COI overtime; the second list will include employees from the COII classification for COII overtime. When an employee works overtime more than seven and one-half (7 ½) minutes on shift holdover, their card will be moved to the back of the mandatory list.

4.4.3 Elective Overtime. Elective overtime is when an employee elects to work available overtime within twenty-four (24) hours of said overtime. New overtime created within twenty-four (24) hours of the time needing covered will be offered to employees in the following manner:

1. In-classification volunteer by overall seniority of employees present in the com room.
2. Out of classification volunteer by overall seniority of VCCEA employees present in the com room.
3. Group page to all com room employees. The overtime will be given to the first qualified VCCEA employee who volunteers, regardless of classification.
4. The on-duty supervisor may cover the need by going into minimums or an off-duty supervisor volunteer present in the com room (volunteering to work overtime). If the on-duty supervisor does not elect to cover minimums at this step, then the supervisor may not elect to cover minimums again until Step 5 of the mandatory process.

Employees electing to work overtime in the preceding steps shall have the overtime documented in the overtime tracking system with their name moving to the back of the mandatory list.

If the overtime is not covered through the elective overtime process above, mandatory overtime will be assigned in accordance with the Mandatory Overtime section below.

4.4.4 Mandatory Overtime. Mandatory overtime shall be assigned in the following order:

1. In-classification employees working their regularly assigned shift, to include those on full 10-hour trades.
2. In-classification employees working partial trades.
3. Out of classification employees (if applicable) working their regularly assigned shift, to include those on full 10-hour trades.
4. Out of classification employees (if applicable) working partial trades.
5. An on-duty supervisor may cover the need by going into minimums.
6. In classification employees on their day off.
7. Out of classification employees on their day off.

If the time is not covered utilizing the steps above, an on-duty supervisor will meet operational needs of the Center based on their discretion (i.e., going into minimums, closing consoles, reassignment of work, etc.)

Mandatory OT Rules (on shift):

- An employee may not be mandated more than two (2) hours before or after their regularly scheduled shift (to include those working trades) with a limit of one (1) mandatory assignment per shift, unless exigent circumstances exist.
- Except for overtime just prior to or after an employee's shift, employees shall not be mandated to work within 10 hours of a regularly assigned shift.
- Unless there are exigent circumstances, no employee shall be mandated to work more than fourteen (14) hours in any twenty-four (24) hour period, or more than twelve (12) consecutive hours. Employees may elect to work up to fourteen (14) consecutive hours, if mutually agreed upon by the employee and the on-duty supervisor. Employees shall not work more than fourteen (14) hours in any twenty-four (24) hour period.
- Unless there are exigent circumstances no employee should be subject to mandatory overtime seventy-two (72) or more hours prior to the employee's regularly assigned shift without consent.
- Employees may be mandated up to four (4) days prior to Independence Day for the hours of 1600 (July 4th) to 0200 (July 5th).
- Employees that are mandated shall have the overtime documented in the overtime tracking system with their name moving to the back of the mandatory list.

4.4.5 Day Off Overtime. Day off overtime is defined as overtime that is worked in the com room between the two (2) hours after an employee's Friday and the two (2) hours prior to their Monday and is to be paid at two (2) times the base rate of pay and two and one-half times the base rate of pay on holidays. Full ten (10) hour trades are considered a regularly assigned shift for the purpose of day off overtime. Employees working partial trades are eligible for mandatory overtime prior to and after their trade at one and one-half times the base rate of pay.

Day Off OT Rules:

- Employees present in the com room shall not be mandated to cover future day off overtime.
- Employees working day off overtime may not be mandated to work additional hours, however, they may elect to work additional overtime.
- For the purposes of day off overtime, a 'shift' is defined as a regularly assigned shift, voluntary overtime, elective overtime, and full or partial trades.
- Inside twenty-four (24) hours, employees who work day off overtime shall have the overtime documented in the overtime tracking system with their name moving to the back of the mandatory list.

4.4.6 Day Off Mandatory. Inside twenty-four (24) hours, supervisors may page or place phone calls for day off mandatory overtime at the supervisor's discretion (i.e., exigent circumstances). If mandated on the employee's regular day off, such time shall be "scheduled" in no less than four (4) hour increments and no more than six (6) hour increments. It may be up to fourteen (14) hours by mutual agreement between the Center and the employee. The Center shall only be obligated to pay overtime for hours the employee works. If due to changed circumstances and the reason for the mandatory assignment ends, the employee has the choice to complete the overtime assignment or leave early.

4.4.7 Exigent Overtime. Exigent overtime exists when the com room is understaffed after the supervisors have performed every step of the overtime process and have exhausted all available measures to cover the overtime.

4.4.8 Job Share/Medical Part Time (JS/MPT) Overtime.

- Outside of the 2-hours prior to and after the employee's regularly assigned shift, JS/MPT employees are allowed to work up to a maximum of four (4) hours voluntary/elective overtime per week in the com room. Mandatory overtime shall not count towards the four (4) hours maximum per week.
- Voluntary/elective overtime hours worked in the com room on their regularly scheduled day off shall be paid their base rate of pay, or one and one-half (1 ½) times their base rate of pay on holidays.
- All overtime attached to their regularly assigned shift shall be paid at one and one-half times the base rate of pay or two (2) times the base rate of pay on holidays.
- Mandatory assignments (employee is first up) on a day off shall be paid two times the base rate of pay, to include holidays.
- JS/MPT employees who are mandated to work exigent circumstance overtime shall be compensated at a rate of two and one-half (2 ½) times their base rate of pay to include observed holidays.
- Paid leave shall be credited as time worked for the purpose of calculating hours worked in a twenty-four (24) hour period.
- Unpaid leave or LWOP shall not be credited as time worked for purposes of determining eligibility for overtime. JS/MPT employees will not be allowed to bump full time employees of any overtime, unless mutually agreed upon by both employees.
- It is the responsibility of the medical part time employee to work within the boundaries of any medical accommodations.

4.4.9 Overtime Cancellation. Voluntary/Elective overtime will not be cancelled with less than twenty-four (24) hours' notice, unless mutually agreed upon between the employee and the Center.

Mandatory overtime assigned to the end of a shift can be cancelled without notice. Mandatory overtime assigned prior to the beginning of a shift cannot be cancelled unless the employee agrees. Mandatory overtime of four (4) consecutive hours or more on the employee's scheduled day off cannot be cancelled unless the employee agrees. Overtime hours will be paid only for the time the employee actually worked.

If overtime is cancelled, the employee may opt out of the overtime if no period of four (4) or more consecutive hours remains. The employee is responsible for promptly notifying the Center if they opt out of the overtime.

4.5 OVERTIME BUMPING

One employee can bump another for available overtime when the overtime bumpee has less overtime than the original employee who signed up for the overtime, provided that the bump takes

place no earlier than one pay period ahead of the overtime and no later than five (5) days prior to the date of the overtime. The employee bumping must communicate all bumps with the affected employee. Bumping is allowed within five (5) days, only by mutual agreement and must be communicated to the on-duty supervisor by both parties.

Unless by mutual agreement, employees working in the COII or Supervisor classifications cannot bump a COI for COI overtime being offered on a voluntary basis. Unless by mutual agreement, a Supervisor cannot bump an employee working in the COII classification for voluntary COII overtime.

Unless by mutual agreement, the employee cannot bump in the middle of a six (6) hour or greater block of time, nor can the employee being bumped be left with two (2) hours or less. Bumping is also prohibited on contractual holidays, unless by mutual agreement.

4.6 SHIFT TRADES

Employees may trade regularly assigned hours, provided the exchange can be accomplished with no interference to Center operations. All trade requests must be submitted in advance via the scheduling platform for supervisor approval. All trades must be completed on or before the same date of the next consecutive month. Employees entering into a trade agreement are expected to uphold their end of the trade. Trades will only be granted to employees within the same job classification (i.e., a COI cannot trade with a COII). If either employee involved in a trade is unable to work the traded shift, they must use their accrued time. Trades impacted by classification changes (i.e.: COI promotes to COII) will be handled on a case-by-case basis.

If either employee separates employment and the scheduled trade is more than thirty (30) days out, the trade will be cancelled by the Center. If within thirty (30) days and the separated employee has not completed their half of the trade prior to separation, they will have the applicable wages deducted from their final paycheck. If within thirty (30) days, the separated employee completed their half of the trade and the remaining employee has not, the remaining side of the trade will be canceled by the Center.

"Double Trade" is defined as a trade of regularly assigned hours that has already been traded once. This practice is prohibited.

Permanent trades of regularly assigned shifts between employees may be permitted if approved by the Center and shall not constitute or establish past practice.

4.7 UNION TRADES

A union trade is defined as a one-sided trade which is not paid back. All union trades are required to have a trade form filled out and approved by a member of the VCCEA Executive Board prior to submitting to the Center for shift scheduling. VCCEA members within same classification shall be allowed to work a "union trade" for a VCCEA Official(s) or designated representative(s). Once an individual accepts a trade, they accept all the rights and responsibilities for that time. Failure to appear to work for the trade may result in discipline.

ARTICLE 5 - EMPLOYMENT PRACTICES

5.1 NONDISCRIMINATION

Neither the Center nor VCCEA will discriminate against any employee because of race, color, creed, age, sex, sexual orientation, gender expression, gender identity, Veteran status, or national origin. Claims alleging discrimination because of race, color, creed, age, sex, sexual orientation, gender expression, gender identity, Veteran status, or national origin are private causes of action that will not be subject to the grievance procedure in this Agreement. No employee shall be discriminated against because of membership status within VCCEA or for serving as an Officer in VCCEA.

5.2 JOB POSTING

When a Center job opening occurs, notice of such position shall be distributed to all VCCEA-represented personnel by the Human Resources Department. All non-represented positions shall be posted no less than seven (7) calendar days before the application period for the position closes and all represented job positions shall be posted no less than fourteen (14) calendar days before the application period for the position closes. The notice shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the position the incumbent will report to, and the application process. VCCEA positions will be identified as such.

5.3 PROMOTIONS

5.3.1 Selection Process. Promotions to a higher paid classification within this bargaining unit or the Supervisory Guild bargaining unit shall be made according to qualifications, knowledge, skill, and ability. Specific selection processes are defined by classification in the sections below.

5.3.2 Salary. An employee who is promoted to a higher job classification shall be paid at the first step in the new salary range except COI Step E employees, who will be placed on the COII wage scale at Step B.

5.3.3 Supervisor I Promotions. Vacancies within the Supervisor I classification (which would constitute a promotional opportunity for bargaining unit employees) shall be filled by internal promotions unless management determines there are no qualified internal applicants. Eligible candidates shall be determined by the minimum qualifications outlined in the Supervisor I job description. The promotional process may consist of components such as performance-oriented testing of skills and knowledge, oral panel interviews, written tests and evaluations, and experience. When the results are determined to be exactly equal, as determined within this paragraph, overall seniority shall prevail. The Center will use the rule of three (3) from the promotional list in making a final selection for promotion.

5.3.4 Filling COII Positions. When the Center determines it must fill vacant COII positions, the Center will ask for volunteers to begin COII training and the Center will apply the provisions of

this Article to select COII trainees. Eligible candidates will be determined by performance evaluations and active discipline history. COI's shall only be eligible if they have completed trial service by the closing date.

If enough qualified COI's do not volunteer for COII training, the Center will compel eligible COI employees who have completed one-on-one training to begin COII training by inverse seniority until the Center has enough trainees to fill the vacant COII positions.

COI employees who have reached four (4) years of overall seniority with the Center will not be compelled to begin COII training.

Employees who begin training as a COII shall be reclassified and paid at the first step in the new salary range upon the start of COII training. COI Step E employees will be placed on the COII wage salary scale at Step C. However, COII trainees will continue to follow the overtime rules as a COI employee until released from COII training.

Should a COII fail to successfully complete fire dispatch training, the Center shall return said employee to COI status no later than twelve (12) months after said training failure. This time frame flexibility may be exercised at the Center's sole discretion and is intended to allow the Center to utilize the employee as a law enforcement dispatcher due to operational needs or to allow the Center to re-train the employee on fire dispatch should the Center believe re-training would be successful. In such cases, the employee shall continue to be paid as a COII until such time as they are formally returned to COI status.

Employees returned to the COI position shall be placed at the Step commensurate with their total years of service. Employees reclassified to COI are eligible to reapply after a period of one (1) year, with the eligibility being determined by the closing date of the next academy, unless by mutual agreement between the Center and VCCEA.

5.3.5 Filling CTO Positions. When the Center determines it must fill vacant CTO positions, the Center will ask for volunteers to apply. Eligible CTO candidates will be determined by performance evaluations and active discipline history. Employees are ineligible if they have active discipline pertaining to performance and/or conduct within the previous twelve (12) months. Step 1 discipline is allowed for non-performance related issues, i.e. tardies, occurrences, LWOP. To qualify for COII CTO positions, employees must be both police and fire trained. In addition, prior to the announcement of openings, the Human Resources and Training Manager shall meet with two (2) CTO's (one from each classification) selected by majority of the CTO group to determine what assessments shall be conducted and the weight of each. The process may consist of components such as performance-oriented testing of skills and knowledge, oral panel interviews, written tests and evaluations, and experience. A combined score of 70% or more is required to be on the eligibility list.

- CTO's who move to job share position cannot maintain their CTO status during the time they are working in a job share position.
- If an employee returns to full-time work after being in a job share position for six (6) months or less, they are eligible to re-enter the CTO program, provided there is an open position, and they meet all necessary qualifications.

- If an employee has been in a job share position for more than six (6) months, they are no longer eligible to automatically re-enter the CTO program. Instead, they need to re-apply for a CTO position when an opening is announced by the Center.

5.4 PERSONNEL FILE / POLICIES

Employees shall have access to their personnel file with reasonable frequency, at least once per calendar year. Following a reasonable request to Human Resources, access shall also be provided within four (4) working days following such a request. Conditions of hiring, termination change in status, shift, evaluations, commendations, and disciplinary actions shall be in writing with a copy to the employee prior to placement in their personnel file. The Center's failure to abide by this section pertaining to personnel file access shall not affect the ability to proceed with the merits of discipline or termination but may be a separately grievable matter by VCCEA and any grievance timelines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

The Center shall maintain a copy of SOPs readily available to employees who wish to examine them.

5.5 EVALUATIONS

5.5.1 Written Evaluations. The Center shall provide periodic written evaluations to keep employees apprised of their performance. These evaluations shall be non-disciplinary and considered constructive feedback.

All regular employees will generally be formally evaluated in writing upon successful completion of the probationary period and at least annually (date of hire or common date) thereafter.

Additionally, evaluations may occur at any time and in various forms and may include coaching, counseling, or written assessment. Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, consistent with Article 6.

5.5.2 Items Included in the Evaluation. All relevant items associated with an evaluation shall be available to the employee during the review period, in which the employee will be able to submit comments and feedback on their performance over the year.

5.5.3 Receipt of Evaluation. Employees will be required to sign the evaluation, acknowledging receipt thereof, and shall be provided with a copy, including copies of any supporting documentation used in arriving at the scores and comments. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

5.6 PRIVACY

5.6.1 Right to Privacy. Employees have a right to privacy regarding their personal information, medical history, disciplinary information, and evaluations, except as otherwise provided by law. The Center shall reasonably prevent the disclosure of confidential information.

5.6.2 Use of Personally Identifiable Information in Public Records. An employee shall not be required to use their entire social security number for any publicly obtained reasons, for example, as part of any computer network sign on, workstation log-in or document tracking.

5.6.3 Medical Records Kept Separate. Employee medical and/or health records shall be stored separately in a secured area, with restricted access.

5.6.4 Correspondence. Files or correspondence pertaining to health conditions, medical opinions, fitness for duty, diagnosis whether received via U.S. mail, fax, electronic mail, or by any other transmission shall be considered confidential and restricted to only those persons who have a bona fide need to know the information.

5.6.5 Premises Monitoring. Employees have a right to privacy when using bathroom and shower facilities, the dorm rooms, the locker rooms, and for their personal vehicles on the Center's property. No audio or visual monitoring of employees shall take place in these areas except for remote visual monitoring of the Center's parking areas.

ARTICLE 6 - EMPLOYEE RIGHTS AND DISCIPLINARY ACTION

6.1 CHAIN OF COMMAND

The Center shall maintain a recognized chain of command structure.

6.2 DISCIPLINARY ACTION

The Center agrees to act in good faith in imposing disciplinary action and such disciplinary action shall be made only for just cause. No employee who has completed trial service shall be terminated except for just cause. The parties recognize that, generally, just cause requires progressive discipline.

6.3 DISCIPLINARY INVESTIGATION

All employees within the bargaining unit shall be entitled to the protection as set forth below. The object of these guidelines is to provide accused employees with due process safeguards.

6.3.1 Cooperation. Employees shall be required to cooperate in any inquiry concerning official conduct or investigations. An employee may request representation or consultation with VCCEA representatives prior to answering any questions that may lead to disciplinary action. Refusal to participate in investigations shall be an independent cause for discipline.

6.3.2 Criminal Allegations. If an allegation against an employee involves criminal conduct, the employee shall be given a *Garrity* warning prior to being required to answer questions regarding the criminal allegations.

6.3.3 Employee's Right of Representation. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. A VCCEA representative shall have the right to counsel, to ask questions, and represent the employee consistent with rights afforded by law but shall not interfere with the investigation. The Center retains the right to insist on hearing the employee's own account of the matter under investigation.

6.3.4 Notification of Actions. Should a Supervisor or member of Management become aware of statements or actions during routine conversations that may rise to disciplinary actions, they shall advise the employee of the potential for adverse action and allow the employee to arrange for representation prior to proceeding with an investigatory interview.

6.3.5 Investigation Process. Within fourteen (14) days of becoming aware of an occurrence which may subject an employee to disciplinary action, the Center shall give the Employee written notice of its intent to investigate and the possibility that the investigation will give rise to disciplinary action.

Written notification will include a copy of the inquiry which contains the allegations surrounding the matter in question. The Center has adopted guidelines for conducting investigations into alleged misconduct and/or violation of laws, regulations, or policies. The Center shall follow the current version of these guidelines, which can be found in SOP 121 and 204. Any changes to SOP 121 and 204 shall occur only by mutual agreement of the parties.

For LWOP occurrences where the employee has notified the Center that they have or is expected to file for PFML or a Worker's Compensation claim, the fourteen (14) day timeline to give the employee written notification of its intent to investigate shall be suspended until the Center receives notification that the application has been denied.

6.3.6. Weingarten Rights. The Center recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a VCCEA representative at such an interview. If the employee requests a VCCEA representative and one is not available, the Center shall suspend the investigatory interview for up to twenty-four (24) hours until a VCCEA representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Center may act based on information obtained from other sources).

6.4 PROGRESSIVE DISCIPLINE

Progressive discipline may include:

1. Oral Admonishment (documented)
2. Written Warning
3. Suspension without Pay and/or a Final Written Warning notice
4. Termination

Disciplinary actions may include or be accompanied by additional sanctions, special restrictions, or demotion.

6.4.1 Progression not Applicable. The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the Center determines that the nature of the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem. No particular action or sequence of actions is required or guaranteed. Progressive discipline may not apply, as determined by the Center, if the cause for discharge or discipline is considered a crime (e.g., theft, assault or burglary, gross insubordination, sexual harassment, moral turpitude directly related to employment, violation of the Center's drug, alcohol and intoxicant policy, or gross negligence).



6.4.2 Timeline for Issuing Discipline. The Center must notify the employee of the action to be taken within 30 days of notice being given to the employee; provided that this timeline shall be sixty (60) days in those circumstances when the Center uses an outside investigator, when the investigation involves employees of other agencies, or when there are accusations of criminal misconduct. If extraordinary circumstances occur preventing the Center from completing its investigation within the timelines in this paragraph, the Center must request an extension of time to complete the investigation and provide a firm estimate as to when notification of the action to be taken. An extension shall not be unreasonably denied.

6.4.3 Actions Identified and Signatures. All disciplinary actions shall be clearly identified as such in writing and provided to the employee, with a copy to the President of VCCEA. Employees shall be required to acknowledge receipt, by their signature, of all official documents. Refusal to acknowledge such documents upon request shall be independent cause for discipline. The employee's signature does not indicate agreement with the discipline or its contents but acknowledges that the employee received the document and has been provided the opportunity to review it. Employees shall have the right to review and comment on disciplinary actions in their personnel file and a copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file.

6.4.4 Utilizing the Grievance Procedure. Except for trial service employees, employees receiving disciplinary action shall be entitled to utilize the grievance procedure. If a disciplinary action is voided as a result of a grievance, the discipline record will be removed from the employee's personnel file. Documentation will be generated notating the voided action and added to all pertinent records.

6.5 DISCIPLINARY LIMITATIONS

Oral admonishments and written warnings shall expire twelve (12) months from the date of occurrence. Final written warnings shall be extended six (6) months from the written warning's expiration date. This paragraph shall not apply to discipline for serious offenses as described in Section 6.4.1.

Loudermill rights – If the Center intends to impose discipline that involves a loss of pay or termination of employment, the Center shall inform the employee of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline. The employee will be provided an opportunity to respond either at a meeting scheduled by the Center, or in writing if the employee prefers. The employee shall not be denied VCCEA representation during a pre-discipline meeting, if requested.

6.6 GRIEVANCE PROCEDURE

6.6.1 Definition and Purpose. A grievance shall be defined as a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement or the determination of "just cause" in a disciplinary action.

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement. The grievance and arbitration procedure contained in this article constitute the exclusive forum for litigating grievances, i.e., claims by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of this Agreement. Litigation or other contest of claims separate and distinct from this grievance but involving the same legal claim as this grievance shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

6.6.2 VCCEA Review Process. All grievances may be filed electronically via the VCCEA President or Vice-President official email address or must be initialed by VCCEA's President or Vice President prior to paper filing with the appropriate authority.

6.6.2.1 Step One. A grievance must be presented in writing to the Operations Manager and HR Director within fourteen (14) calendar days of the employee's knowledge of the alleged occurrence. The manager or designee shall give a written answer within fourteen (14) calendar days after such presentation.

6.6.2.2 Step Two. If the grievance is not settled in Step One and the employee wishes to appeal the grievance, it shall be referred in writing by the employee or VCCEA to the Executive Director within fourteen (14) calendar days after the designated manager's answer in Step One. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. Unless waived in writing, within twenty-one (21) calendar days, the Executive Director or designee shall meet to discuss the grievance with the employee (and VCCEA representative if desired) at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Center and VCCEA. If no settlement is reached, the Center shall give the Center's written answer to VCCEA within the original twenty-one (21) calendar day timeline.

6.6.2.3 Step Three. If the grievance is not settled in accordance with the foregoing procedure, VCCEA may refer the grievance to arbitration within thirty (30) calendar days after receipt of the Center's answer in Step Two. The parties or their respective counsel shall attempt to agree upon an arbitrator within a reasonable amount of time after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within a reasonable period, either party may request the Public Employment Relations Commission (PERC) to submit a list of five (5) qualified arbitrators. Both the Center and VCCEA shall have the right to alternately strike two (2) names from the panel. The party striking the first name shall be determined by the flip of a coin. The remaining person shall be the arbitrator.

6.6.3 Arbitrator Responsibilities and Fees. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific grievance submitted in writing by the Center and VCCEA and shall have no authority to decide on any other issue not so submitted to him/her. The decision of the arbitrator

shall be final and binding.

The fee and expense of the arbitrator shall be divided equally between the Center and VCCEA. Each party shall be responsible for compensating its own representatives, attorneys, and witnesses.

6.6.4 Grievance Time Limits. The time limits set forth herein may be extended by mutual agreement of the Center and VCCEA. If a grievance is not presented by VCCEA within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or VCCEA. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled based on the Center's last answer. If the Center does not answer a grievance, or an appeal thereof, within the specified time limits, the aggrieved employee and/or VCCEA may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 – SENIORITY, LAYOFF AND RECALL

7.1 DEFINITION AND TRACKING

7.1.1 Process. Except for overall seniority, seniority shall consist of the number of days (or pro-rated number if less than full time) the employee has been a member of VCCEA and/or since the last promotion date. VCCEA retains all rights and privileges associated with seniority. The Center shall track the seniority list and provide a list to VCCEA prior to shift/vacation bid.

7.1.2 Seniority Totals. All employees will have three (3) seniority number totals:

1. Overall seniority (based on hire date – used for operator number)
2. Time in bargaining unit seniority (Total days in VCCEA – used for bid vacation)
3. Time in-classification seniority (Total days as COI or COII – used for shift bid)

An employee shall accrue seniority while on paid leave.

Seniority shall not be accrued while an employee is on a layoff, or while an employee is on a leave of absence without pay that extends for more than thirty (30) days (no work or paid hours during the time). Seniority days shall be adjusted for leaves of absence without pay that exceeds thirty (30) days except when such leaves are the result of on-the-job injury, during the period of disability associated with pregnancy, military leave, or other legally protected leave.

7.1.3 Transfer of Seniority Inside VCCEA. COIs successfully promoted to COII will not carry over any COI time in-grade seniority. Should a newly promoted COII employee not complete the trial service period, all time earned in trial service will convert back to COI time in-grade. COII's transferring to COI will be placed on the COI seniority list based on their time in bargaining unit seniority.

7.1.4 Transfer of Seniority Outside VCCEA. If an employee accepts a position that is outside of the bargaining unit but still within the Center, the employee serving in this capacity will not lose their seniority, nor continue to accrue seniority with this bargaining unit while serving in the position. If the employee returns to their former position, the employee's bargaining unit seniority will begin to accrue from the point at which the employee left the position in the bargaining unit.

7.2 SHIFT BIDDING

Shift bidding will occur every six (6) months. Seniority time in-classification shall be the basis for shift bidding. The seniority time in-classification list will be based on days in classification as of the first Sunday in March and the first Sunday in September. Full time employees are only eligible to bid for a forty (40) hour work week. Job share employees bid for a twenty (20) hour work week, which may be shared with another job share employee (or medical part-time employee, if applicable). Medical part-time employees who are able to work full ten (10) hour shifts will bid for a shift (which may be shared with a job share employee). Medical part-time employees who are unable to work a full ten (10) hour shift will be placed on the schedule based on operational

needs and the employee's medical limitations, provided that the Center will consider the employee's input regarding their needs when making a schedule assignment. Bargaining unit members will bid after supervisor shift selection has been completed and posted. No employee may bid for a shift where the bid, if successful, would place the employee as a team member under the direct supervision of the employee's family member. Upon request of either party, both parties agree to meet and discuss the bidding system to include date changes. Months may be changed by mutual agreement.

7.2.1 Shift Bidding Process. The bid process will start on January 10th and be completed by January 15th for the March rotation; and start on July 23rd and be completed by July 28th for the September rotation.

The shift bid process is outlined in Attachment 1 of the CBA. Any changes to the bid process will be made with mutual agreement between the Center and VCCEA.

7.2.2 Flex Shifts. There shall be a maximum of two (2) flex shifts per classification per shift bid cycle. Flex shift hours are defined by the Center with a maximum of three (3) consecutive start times. Those start times will be identified and posted prior to each shift bid.

7.3 JOB VACANCIES

In filling job vacancies, the Center shall give primary consideration to an employee's job performance, skill and ability pertaining to the duties required on the job and secondary consideration to an employee's length of continuous service with the Center. Notwithstanding any provision to the contrary, the Center shall retain the right to take any reasonable actions to comply with Federal and State statutory regulatory requirements.

In the event of reassignment, transfer, layoff, or recall, overall seniority shall be the determining factor where employees are equally qualified to do the job as determined by the Center.

In regard to job postings, promotion, recall and reassignment, "qualifications" and/or "ability" will be the primary consideration, with overall seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the team or program.

7.4 LOSS OF SENIORITY

An employee will lose seniority rights by and/or upon:

1. Twelve (12) months after official resignation.
2. Termination for Just cause or job abandonnent.
3. Layoff / Recall roster of more than eighteen (18) consecutive months.
4. Failure to respond to an offer of recall to former or comparable employment within seven (7) consecutive days.

If an employee is re-employed following the loss of the employee's seniority, the employee shall be deemed a newly hired employee for all purposes under this Agreement.

If an employee is laid off after working at least twelve (12) consecutive months and is thereafter re-employed within eighteen (18) months, the employee will regain the seniority that the employee had as of the effective date that the employee was laid off. The returning employee will be subject to a probationary period, up to six (6) months.

If an employee resigns in good standing after completing trial service, the employee will not lose their seniority, nor continue to accrue seniority with this bargaining unit for a period of up to one (1) year. If the employee returns to their former position, the employee's bargaining unit seniority will begin to accrue from the point at which the employee left the position in the bargaining unit. Employees returning under these circumstances shall be required to complete up to a six (6) month probationary period.

7.5 LAYOFFS

A layoff is defined as:

1. An on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or the number of employees with their corresponding full or partial FTEs within a job classification covered by this Agreement, or
2. A reduction in hours which results in a position being less than three-quarters time (employed fewer than thirty (30) hours per week).

The Center may reduce the work force due to lack of work or lack of funds. The decision to reduce the work force shall be in the sole discretion of the Center based on its business needs. Such reductions shall be accomplished through normal attrition whenever possible.

7.6 LAYOFF NOTICE AND PROCEDURE

7.6.1 Notification. VCCEA shall be notified of any layoff proposed by the Center at least thirty (30) calendar days prior to the layoff. The notice shall include the purpose, scope, and duration of the layoff. A current ranked seniority roster including job classifications, names, and FTE or hours per week shall be provided to VCCEA and posted in the Center. Upon VCCEA's request, the Center and VCCEA shall meet promptly during the first week of the notice period to discuss and consider impacts of the decision and alternatives offered by VCCEA. This procedure shall not preclude the Center from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Center notifies VCCEA of the proposed request.

7.6.2 Determination of Qualified Personnel. The Center shall first determine by job classification the number of employees or FTEs to be affected by the layoff. Provided that the Center determines that unique or specialized qualifications which are relevant to the pre-requisites of the position and the ability to perform are not overriding factors, the least senior employee within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected employee(s)."

7.6.3 Voluntary Layoffs. Simultaneous with implementing the initial provisions of the layoff procedure, the Center should first seek, by a ten (10) day posting process, volunteers for layoff or voluntary resignation. If there are more volunteers than affected positions, volunteers will be chosen by overall seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

7.6.4 Procedure for Bumping. If there are still unfilled affected positions, the least senior persons in those classifications shall be scheduled for layoff. If there is an employee in the next lower classification with less overall seniority than an employee to be laid off, the employee to be laid off may “bump” the least senior employee in the next lower classification within the department, provided they are qualified to perform the duties of the position as determined by the Center. Each person bumped will have the same right to bump downward.

No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary or temporary basis.

7.7 RECALL PROCESS

7.7.1 Rehire Process. For a period of eighteen (18) months, employees laid off shall be offered rehire in the inverse order of layoff. A copy of the recall roster shall be provided to VCCEA, upon request.

7.7.2 Length of Recall Duration. An employee who has been laid off shall be entitled to recall rights for a period of eighteen (18) months from the effective date of the layoff.

7.7.3 Position Vacancies. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department. It shall be the responsibility of the affected employee to provide the Center with their current mailing address and telephone number. The vacancy will be filled, in accordance with overall seniority, among current employees and those on the recall list. If employees on the recall list decline an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list decline an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

7.7.4 Hiring of New Employees. The Center shall not hire new employees into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

7.8 LAYOFF / REDUCTION OF PAY ISSUES

Any employee who has completed trial service and who is laid off (or terminated) shall be cashed out for any unused accrued vacation, comp, and holiday time to the extent of established maximums (per other Articles of this Agreement) with their final paycheck. Vacation and holiday leave will be calculated on a pro rata basis.

If laid off employees apply for unemployment compensation benefits, the Center will not contest the claim and will confirm that the employee was laid off.

7.9 REASSIGNMENT

Communications Officer II (COII) can be reassigned to Communications Officer I (COI) through mutual agreement between the Center and the affected employee(s). Reassignment may result from a disciplinary process (as listed in Article 6.3), a fitness for duty evaluation, or employee request or for other considerations. Employees reassigned to COI status for any reason are eligible to reapply for COII.

A voluntarily or involuntarily reassigned COI's salary level will be determined by their initial hire date in a com room position.

ARTICLE 8 – LEAVES

ACCRUED LEAVE

Accrued paid leave cannot be used until the pay period following its accrual.

8.1 HOLIDAY TIME AND HOLIDAY PAY

The following observed holidays shall count towards holiday pay:

- | | |
|--------------------------------------|---------------------------------|
| 1. New Year's Day | (January 1 st) |
| 2. Martin Luther King Jr.'s Birthday | (The third Monday of January) |
| 3. President's Day | (The third Monday in February) |
| 4. Memorial Day | (The last Monday of May) |
| 5. Juneteenth | (June 19 th) |
| 6. Independence Day | (July 4 th) |
| 7. Labor Day | (The first Monday in September) |
| 8. Veteran's Day | (November 11 th) |
| 9. Thanksgiving Day | (The last Thursday in November) |
| 10. Native American Heritage Day | (The day after Thanksgiving) |
| 11. Christmas Day | (December 25 th) |
| 12. New Year's Eve | (December 31 st) |

8.1.1 Working on Holidays. Holiday observance shall be for the twenty-four (24) hour period of the day and dates for each holiday listed above. Additionally, the hours of midnight to 0200 hours on July 5th shall be considered an observed holiday in pay only as described above.

Minimal com room staffing on holidays (including Christmas Eve):

- Close Data (on Thanksgiving, Christmas Eve, and Christmas).
- For the following holidays: New Year's Day, Independence Day, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve:
 - Reassign fire dispatch trainees to police consoles.
 - Reassign police trainees to call receiving.
- All holidays (including Christmas Eve 1600-2400):
 - Trial service call receiver trainees are given the opportunity to use accrued time off (other than sick) or to work their assigned shift.
- No mandatory training.

If the trial service trainee chooses to work their assigned shift, they may train with a qualified CTO or observe. If the trial service trainee chooses to work their assigned shift with a CTO, the training team shall be counted in minimums as one (1) call receiver.

8.1.2 Holiday Time Accrual. Holiday hours shall be earned at the rate of FTE x 96 hours per year. Holiday hours shall be accrued by each employee at the end of each pay period at the rate of four (4) hours per FTE (e.g., 1.0 FTE x 96 hours = 96 hours divided by 24 pay periods = 4 hours multiplied by the employee's FTE percentage).

8.1.3 Holiday Categories. Holiday time can fall into one of two categories - guaranteed or non-guaranteed.

8.1.4 Guaranteed Holiday Time. Guaranteed holiday time is a request made for the employee's regularly assigned shift made more than seventy-two (72) hours before the requested date when there is a vacant slot on the annual vacation calendar. Only one annual vacation slot per day is available for holiday time use. Guaranteed holiday requests will not be considered guaranteed time off outside of thirty (30) days prior to the date requested for holiday time. Inside of thirty (30) days, requests will be processed when other non-bid vacation requests for the same time period are being considered. Vacation requests take priority on the vacation calendar outside of thirty (30) days. Guaranteed holiday time will not be cancelled unless exigent circumstances exist. Requests shall be prioritized in the order that they are received.

8.1.5 Non-Guaranteed Holiday Time. Non-guaranteed holiday time is defined as all holiday time other than a request that has been applied to the annual vacation calendar and pre-approved. Non-guaranteed holiday time may be used at such times when the Center is staffed above minimum staffing levels. Non-guaranteed holiday time requests can be submitted at any time; however, they will not be processed until seventy-two (72) hours prior to the time off. Non-guaranteed holiday time is subject to cancellation, should the Center fall below minimum staffing levels for the time period requested. Because of this, employees must call in and confirm tentative holiday time requests three (3) hours or less before the approved time. Failure to do so is grounds for progressive discipline. The on-duty supervisor or their designee may deny a holiday request based on factors such as: minimum staffing levels, workload, and training needs.

8.1.6 Holiday Time Sellback. Employees may, at their option, be compensated for accrued holiday hours up to ninety-six (96) hours twice annually. An exact number of hours must be notated on the form, not to exceed ninety-six (96) per sellback. Accrued holiday time cannot be sold back until the pay period following its accrual; payable the first pay dates of June and December.

COIs must have completed one-on-one training to be eligible to sellback holiday.

8.2 VACATION TIME AND VACATION PAY

Available spots on the vacation calendar must correspond to a full, regularly assigned shift. The only exception is when an employee has previously submitted time off on the vacation calendar and is later assigned a regularly scheduled shift that differs from the standard ten (10) hours. For shift trades, the trade must cover a full, regularly assigned shift to be on the vacation calendar.

8.2.1 Vacation Accrual. Vacation accrual is based on date of hire and shall accrue as follows:

Hire Date through Year 4	108
Years 5 through 9	132
Years 10 through 14	156
Years 15 through 19	180
Years 20 through 24	204
Years 25+	228

Vacation hours earned shall be accrued by each employee at the end of each pay period based upon the employee's anniversary date of employment. Vacation hours shall be earned at the rate of FTE x applicable vacation accruals set forth above (e.g., 1.0 FTE x 108 hours = 108 hours divided by 24 pay periods = 4.5 hours multiplied by the employee's FTE percentage).

8.2.2 Bid Vacation. Employees may exercise their overall seniority within the bargaining unit in the selection of vacation. The bid process will start on January 16th to be completed by January 31st for the upcoming vacation period of March 1st through the last day of February of the following calendar year. The seniority time-bargaining unit list will be based on days in the bargaining unit as of March 1st.

The bid vacation process is outlined in Attachment 2 of the CBA. Any changes to the bid process will be made with mutual agreement between the Center and VCCEA.

8.2.3 Vacation Availability. Vacation bids will be limited to available bid times on the yearly vacation schedule as established by the Center.

8.2.4 Vacation Formula. The formula used to determine the yearly vacation schedule will be as follows: Amount of annual accrued vacation days per all employees divided by 365 days per year = Total number of slots available each day for guaranteed time off (rounded up). This formula will be provided to VCCEA one (1) month prior to the annual bidding period which begins January 16th.

8.2.5 Vacation Schedule. The vacation schedule for each year shall at the very least provide sufficient opportunity for everyone to bid their annual accrual rate. Outside of bid vacation, employees are allowed no more than one-hundred twenty (120) hours of time off (non-bid vacation, comp, guaranteed holiday) on the vacation calendar at any given time.

8.2.6 Excess Vacation Requests. Employees may select vacation periods, which exceed their annual accrual only by prior permission and at the sole discretion of Center.

8.2.7 Non-Bid Vacation. Employees may make requests for non-bid vacation time. The Center will consider the request no later than one (1) month (date to date) prior to the requested date. If at the time of consideration, the request fits within available bid times on the yearly vacation schedule, the request shall be approved. A non-bid vacation request that is applied to the annual vacation schedule must be for a full shift and requested at least seventy-two (72) hours in advance. Approved non-bid vacation will not be canceled unless exigent circumstances exist.

Non-bid vacation requests made within seventy-two (72) hours that do not cause the Center to drop below minimum staffing levels will be approved and will not be canceled unless exigent circumstances exist.

8.2.8 Vacation & Holiday Time Carryover. Maximum carry-over of accrued vacation & holiday leave from one calendar year to the next shall be two hundred and forty (240) hours. If an employee accrues more than the maximum carryover, the Center will cash out all amounts over the maximum at the employee's base rate of pay. Unless otherwise mutually agreed upon between the employee and the Center, the Center will cash out accrued holiday leave followed by accrued vacation leave. The employee may request an exception to this maximum carry-over limitation. Requests for exceptions to the policy shall be made in writing to the Operations Manager, who may request additional information necessary for full review. The Operations Manager will attempt to provide a response to the request within ten (10) business days. If carry-over approval is denied, the employee shall be compensated for such hours in excess of such maximum at the employee's base rate of pay. Decisions with respect to the granting of an exception shall not be subject to the grievance procedure.

8.2.9 Accrued Leave Payoff. An employee who has completed one-on-one COI training and is separated from employment shall receive pay for accrued but unused vacation, compensatory, and holiday leave. Vacation and holiday leave will be calculated on a pro rata basis.

8.3 USE OF COMPENSATORY (COMP) TIME

Employees may make requests for time off using accrued comp time. The Center will consider the request no later than 30 days prior to the requested date. If at the time of consideration, the request does not cause the Center to drop below minimum staffing levels, the request will be approved, and the comp time will not be canceled unless exigent circumstances exist or as provided in Section 8.5 below.

Comp requests made within seventy-two (72) hours that do not cause the Center to drop below minimum staffing levels will be approved and will not be canceled unless exigent circumstances exist.

The procedure for and use of compensatory time shall be consistent with the procedures for and use of non-bid vacation. Compensatory time cannot be substituted for bid-vacation.

8.4 COI TIME OFF FOR COII OVERSTAFFING

- Thirty (30) Days Out: Time off requests are processed independently for each classification (COI and COII employees).
- COI Employees: Time off requests for COI employees will not be processed for COII overstaffing until three (3) days before the requested time off.
- COII Overstaffing: If at the three (3) day mark, COII employees are overstaffed (more COII employees than needed), then COI employees will be approved for their time off.

Essentially, COI employees' time off requests will be contingent on the staffing needs of COII employees, and if COII is overstaffed within three (3) days of the requested time off, COI employees will be granted approval.

8.5 TIME OFF CANCELLATION

8.5.1 Employee Cancellation. Approved full shift vacation, holiday and comp time requests that are applied to the annual vacation calendar cannot be canceled by the employee less than one (1) week prior to the beginning of the time off, except by mutual agreement of the employee and the Center.

Approved partial vacation, holiday, and comp time requests cannot be cancelled by the employee less than seventy-two (72) hours prior to the beginning of the time off, unless by mutual agreement of the employee and the Center.

8.5.2 Last minute Time off. Last minute time off is defined as when an employee arrives for their shift and subsequently submits vacation, comp, or holiday time off for that shift. However, last minute time off submitted within one-hour of the shift for the start of that shift will be not approved until all incoming employees are present in the com room at the Center. Last minute time off is subject to cancellation in the event the Center drops below minimum staffing levels.

8.6 SICK LEAVE ACCRUAL AND USAGE

8.6.1 Accrual. Except for trial service, employees shall accrue sick leave at the rate of eight (8) hours per month (four (4) hours per month for job share/medical part time) of service up to a maximum yearly carryover of nine hundred sixty (960) hours. No sick leave shall accrue during any period of time the employee is on layoff or other leaves of absence without pay regardless of if they are receiving workers' compensation benefits pursuant to State Law. Each employee shall accrue sick leave at the rate of four (4) hours per FTE (e.g., 1.0 FTE x 96 hours = 96 hours divided by 24 pay periods = 4 hours multiplied by the employee's FTE percentage).

Trial service employees will be frontloaded twenty (20) hours of sick leave upon hiring. Trial service employees will not continue to accrue sick leave until they surpass the time frame it would've taken to accrue the twenty (20) hours.

8.6.2 Notification of Sick Leave Usage. Except in cases of emergent medical conditions, the employee shall notify the Center as soon as reasonably possible of the need to use sick leave. Absent exceptional circumstances, notice should be provided at least three (3) hours prior to the start of the employee's shift so that a replacement may be obtained if necessary. Any employee calling in sick must speak to a supervisor to confirm the sick time request has been received.

8.6.3 Rate of Pay. The rate of sick leave pay shall be the employee's base rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

8.6.4 Sick Leave Abuse & Discipline. Attendance is an important element of overall job performance. Unscheduled absences disrupt the operations of the Center, increase the burden on other employees who must cover the absence and represent a significant cost to the Center. The primary concerns are both the amount of absenteeism as well as the frequency. Each employee is responsible for managing their own sick time and any abuse of sick leave may be cause for disciplinary action which may include dismissal. Disciplinary action related to an employee's sick leave usage shall be subject to the just cause provisions of this agreement. The Center reserves the right to request an evaluation of an employee's fitness for duty.

8.6.5 Sick Leave Payout. An employee who retires after having completed ten (10) years of service with the Center and who is eligible to begin receiving retirement benefits shall be eligible for sick leave pay-out on the basis of twenty-five percent (25%) of their total accrued but unused sick leave pro-rated to their final day of employment; provided however, such amount shall not exceed a total of seven thousand five hundred dollars (\$7,500.00). The twenty-five (25%) will be put into the employee's VEBA account.

An employee who retires after having completed twenty-five (25) years of service with the Center and who is eligible to begin receiving retirement benefits shall be eligible for sick leave pay-out on the basis of thirty-five percent (35%) of their total accrued but unused sick leave pro-rated to their final day of employment; provided, however, such amount shall not exceed a total of fourteen thousand dollars (\$14,000.00). The thirty-five percent (35%) will be put into the employee's VEBA account.

If an employee accrues more than the maximum yearly carryover, as referenced in section 8.5.1, the Center will cash out 100% of all sick leave hours over the maximum limit at the employee's base rate of pay. The Center will abide by guidance as dictated by Department of Retirement Systems (DRS).

NON-ACCRUED LEAVE

8.7 BEREAVEMENT LEAVE

8.7.1 Notification. Employees must inform the Center within three (3) days of the death an eligible family member as well as the employee's expected use of leave to qualify for bereavement leave. The Center reserves the right to request verification of an employee's eligibility for bereavement leave.

8.7.2 Leave Entitlement. Employees are eligible for a maximum of forty (40) hours of paid bereavement leave per calendar year. By notifying the Center within three (3) days of an eligible family member's death, the employee will trigger the benefit up to forty (40) hours of paid bereavement leave. This forty (40) hour benefit is attributed to the calendar year in which the death occurs, regardless of when the leave is taken, even if the leave is used in the subsequent calendar year. Bereavement leave must generally be used within six (6) months of the family member's death, unless otherwise approved.

8.7.3 Definition of Immediate Family. For this section, immediate family shall include only persons related by blood, marriage, domestic partner (with affidavit) or legal adoption.

8.7.4 Additional Leave. Employees may request additional leave for bereavement purposes where extensive travel is required (defined more than two hundred fifty (250) miles each way). If approved, the Center, in its sole discretion, will substitute the employee's paid leave for the period approved. Employees may also request the use of bereavement leave for a person who is not a member of the employee's immediate family. Such requests will be considered and approved or rejected at the Center's sole discretion.

8.8 EMERGENCY LEAVE

In the event an emergency occurs requiring the employee's attention, one shift or portion of a shift may be granted by the Center. Such leave shall be deducted from the employee's accrued leave of choice, limited to one time every twelve (12) months.

8.9 MEDICAL EMERGENCY LEAVE SHARING PLAN

The Center maintains a Medical Emergency Leave plan that allows employees to request and receive donations of sick leave from other Center employees. Received donations are intended for prolonged absences that would cause an employee to go leave without pay. An employee may request or make sick leave donations if all the criteria below are met. Approved requests will be distributed in email to the appropriate group(s) via email.

To give favorable tax advantage to donations (where only the recipient is taxed) the Internal revenue Service (IRS) narrowly defines what qualifies as a bona fide reason to receive sick leave donations.

8.9.1 Requesting the Donation:

The Washington Paid Sick Leave law has broader allowances for what sick can be used for and requires employers with leave sharing plans to allow leave sharing for all reasons under the law. Sick leave that does not meet the IRS definition of a bona fide reason will not be given favorable tax status, meaning both the donor and recipient will be taxed on the donation.

- The request is triggered by causing the exhaustion (or anticipated exhaustion) of all accrual banks.
- The leave must be donated before it is used by the employee and can be applied retroactively to the recipient's leave bank during the period of need so long as it

occurs within the one (1) payroll cycle. If there is a lapse of time between the request for leave and the Center's approval of the leave, the Center shall allow the donated leave to be used, retroactively to cover the days between the request and the approval.

- Approved requests will be distributed via email to the Center with notification of the donation being eligible for favorable tax status or not.

The sick leave donation request shall be made in writing to the Human Resources Department. The request shall contain the reason for the request, number of hours requested, the anticipated return to work date, and when the donation request shall expire.

- An employee requesting sick leave donations may not solicit sick leave hours directly from any employee.
- The Executive Director or designee shall approve or deny requests in writing.
- Donations are donated in hours and are paid based on recipient's base rate of pay.

8.9.2 Using the Donation:

1. Recipient may only use donated leave after exhausting all their paid leave.
2. Donations expire upon the employees return to work. For intermittent leave related to the qualifying condition, donations shall expire upon the termination of the condition that led to the donation request.

8.9.3 Employees Donating Sick Leave

1. An employee may donate up to 20 hours in a calendar year of their accrued sick leave provided they have a minimum of 100 sick leave hours remaining in their leave bank at the time the completed form is submitted. The number of approved donated hours will be at the discretion of the Executive Director or designee.
2. Donations are used first in first out and remain in the donor's sick leave bank until needed by the recipient. Sick leave donated and not used may be withdrawn by the donor.
3. An employee who is terminating employment voluntarily or involuntarily with Valley Com may not donate sick leave once they have given their written resignation notice or been given notice of termination.

8.10 LEAVE OF ABSENCE

The Center may grant a leave of absence without pay upon written application by the employee. It may be authorized in lieu of vacation leave and may be granted for a period not to exceed six (6) months. Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Any employee who is absent from work without authorization for three (3) consecutive workdays will be considered to have abandoned their position and shall be subject to termination unless the employee can show good cause for failing to call in and report to work.

8.11 UNPAID PROTECTED LEAVE

For periods of pre-approved leave of absence related to a legally protected leave, paid leave accruals will be utilized prior to unpaid leave. Employees may retain a balance of up to eighty (80) hours of vacation leave time. For the reasons of maternity/paternity, twenty (20) of the eighty (80) hours may be sick leave. Employees who chose to retain leave are not eligible to receive or use sick leave donations.

8.12 PROTECTED LEAVES

The Center shall comply with Federal and state laws regarding protected leaves.

ARTICLE 9 – WAGES

9.1 GENERAL WAGES

9.1.1 Wages. Hourly wages shall be as follows

For 2025, COI = 3.25%, COII = 2.75%. Retroactive to 1/1/2025

Effective 1/1/2025	Step A	Step B	Step C	Step D	Step E
Communications Officer I	\$37.18	\$38.61	\$40.27	\$41.95	\$45.24
Communications Officer II	\$44.34	\$45.75	\$47.42	\$49.07	\$51.58

For 2026, COI = 3.00%, COII = 2.50%

Effective 1/1/2026	Step A	Step B	Step C	Step D	Step E
Communications Officer I	\$38.30	\$39.77	\$41.48	\$43.21	\$46.60
Communications Officer II	\$45.45	\$46.89	\$48.61	\$50.30	\$52.87

For 2027, COI = 3.00%, COII = 2.50%

Effective 1/1/2027	Step A	Step B	Step C	Step D	Step E
Communications Officer I	\$39.45	\$40.96	\$42.72	\$44.51	\$48.00
Communications Officer II	\$46.59	\$48.06	\$49.83	\$51.56	\$54.19

9.1.2 Base Rate of Pay. The base rate of pay is determined by the wage scale above and includes any percentages added to an employee's wages for CTO responsibilities, Specialized Assignment, Language Incentive, and VCC-CIRT.

9.1.3 Regular Rate of Pay. The regular rate of pay is the hourly rate of pay used for calculating overtime payments required by the Fair Labor Standards Act (FLSA) and pay associated with Comp time when taken or cashed out. It includes the Base Rate of Pay and any Premium Pay, excluding Worked Holiday Premium.

9.1.4 Premium Pay. Premium Pay is an hourly rate paid in addition to base rate of pay for specific work activities and is paid only when the activity is performed. Premium Pay is not included in the rate of pay used to calculate overtime unless required by the FLSA. Premium Pay is paid for the time spent performing the following: Training Duties (as defined below), Specialized Assignment, Acting Supervisor, Worked Holiday Premium, and Shift Differential.

9.1.5 Step Increases. Step increases are wage increases based upon satisfactory performance evaluations and successful completion of twelve (12) months of service in each respective step (A through E). Employees who do not earn such an increase will be provided an additional evaluation at a time mutually agreed upon between the employee and the Center. A subsequent satisfactory evaluation shall then allow for advancement to the next step.

9.2 PREMIUM PAY ASSIGNMENTS

9.2.1 CTO Designation. Communication Officers with the Communication Training Officer (CTO) designation shall be compensated by adding two and one-half percent (2.5%) to their wage step. Additionally, when CTO's perform specific approved training duties, they shall be paid \$6.00 per hour premium pay for each hour worked in the CTO capacity.

"Training duties" shall include "one-on-one/double plugged time", classroom instruction, CTO meetings, materials preparation time, monthly dose preparation, and other training projects approved by the Executive Director or designee. "Training duties" shall not include observation of another employee for non-training purposes. Employees temporarily assigned to perform training duties shall not receive the two and one-half percent (2.5%) CTO designation pay described above but will receive \$6.00 per hour premium pay for hours spent performing approved training duties.

Employees who fail to meet established standards for the training program shall be relieved of responsibility under the program, at the Center's discretion. Such action is subject to the grievance process. Employees may re-apply for inclusion in the program after twelve (12) months, and upon satisfactory demonstration that they meet program standards.

9.2.2 Specialized Assignments. The Center may designate certain structured activities as "Specialized Assignments". Specialized assignments are not routine "other duties as assigned" but are on-going assignments that require special training and/or potential on-call status, such as VCC-CIRT. Employees assigned to a designated specialized assignment shall be compensated by adding one and one-half percent (1.5%) to their wage step. Additionally, when the employee performs approved duties related to the specialized assignment, they shall be paid \$3.00 per hour premium pay for each hour spent performing the specialized assignment.

Any hourly rate of pay adjustments for special duties and assignments shall be applied concurrently. For example, a COI CTO who speaks a top five language would receive their language incentive on top of their wage step in addition to CTO percentage.

9.2.2.1 VCC-CIRT. The Valley Communications Center Critical Incident Response Team (VCC-CIRT) is a team of trained staff experienced in trauma, stress management, and crisis response. The program is overseen by Center Management in cooperation with Kent Chaplains. The team will be activated during times when crisis intervention is necessary. Employees assigned as a CIRT team member shall be compensated by adding one and one-half percent (1.5%) to their wage step. Additionally, when the employee performs approved duties related to CIRT, they shall be paid \$3.00 per hour premium pay for each hour spent performing the duties of CIRT.

9.2.3 Language Incentive. COIs passing the Language Line proficiency test in a foreign language included in the Center's official list of top 5 foreign languages served will receive a three percent (3%) increase to their wage step. An employee able to maintain proficiency in additional languages on the top 5 list will receive an additional one percent (1%) for each language maintained, up to a five percent (5%) maximum applied concurrently. The official list shall be developed and made available to VCCEA at the beginning of the calendar year based upon the Center's evaluation of the needs of the served communities. Such evaluation shall be done at the Center's sole discretion. Once an employee is certified they shall continue to receive language incentive pay regardless of whether the employee's certified language remains in the Center's official list of the top five (5) languages. This incentive is only applicable to COIs.

9.2.4 Acting Supervisor. Employees assigned to work out of class in an Acting Supervisor position shall be paid an additional \$6.00 per hour premium pay for each hour worked as the Acting Supervisor. Acting Supervisors will be chosen at the discretion of the on-duty Supervisor.

Employees selected through the promotional process to act as a Supervisor I for an extended period shall receive Step A Supervisor wages while in the assignment. An extended period is defined as an employee covering for an existing supervisor who is out on durational leave.

Employees assigned to durational Acting Supervisor shall continue to accrue seniority within VCCEA unless officially promoted to Supervisor I.

Employees assigned to Acting Supervisor with active certification(s) will be handled as follows: CTO status will be paused during the acting assignment, CIRT status will remain status quo. Shift differential will be based on VCCEA CBA language.

Duties of the Acting Supervisor will be bargained prior to each assignment based on the needs of the Center.

9.2.5 Shift Differential. Employees who work between the hours of 2000 and 0600 will receive a premium payment of \$1.00 per hour. This shift premium applies only to hours worked and will not apply to shift trades or paid leave taken by the employee; the exception being employee sick leave that is covered under the Washington State paid sick leave.

9.2.6 Jury Duty. COI/COII employee who is summoned for Jury Duty shall receive their base rate of pay for all actual time they are required to be absent from work.

9.3 OVERTIME PAYMENT

There are two types of overtime an employee may work: Contractual overtime or FLSA overtime. Contractual overtime occurs when an employee works voluntary, elective, or mandatory hours in excess of their scheduled shift. FLSA overtime occurs when an employee works more than forty (40) hours within the work week.

All overtime shall be paid in increments of six (6) minutes with the major portion of six (6) minutes being paid as six (6) minutes. Pre-shift overtime is overtime that is expressly authorized by a supervisor.

Paid leave shall be credited as time worked for purposes of determining eligibility for contractual overtime but shall not be counted as hours worked for determining overtime required by the FLSA. Except for mandatory overtime, unpaid leave (leave without pay (LWOP) hours) shall not be credited as time worked for purposes of determining eligibility for overtime. Job share and medical part-time employees shall be paid based on the overtime rules listed in 4.4.7.

9.3.1 Contractual Overtime Payment. Employees shall be paid at the rate of one and one-half (1½) times their base rate of pay for all hours worked in excess of the employee's scheduled shift or two (2) times their base rate of pay on observed holidays, unless specified otherwise.

Overtime worked between an employee's regularly assigned shift as well as two (2) hours prior to or after a shift will be paid at the rate of one and one half (1 ½) times their base rate of pay or two (2) times their base rate of pay on observed holidays.

An employee who physically works fourteen (14) consecutive hours, hours thirteen (13) and fourteen (14), will be paid at two (2) times their base rate of pay, or two and one half (2 ½) times their base rate of pay on observed holidays.

9.3.2 Day Off Overtime. Day off overtime shall be paid out at two (2) times the base rate of pay or two and one-half (2 ½) times their base rate of pay on observed holidays.

9.3.3 Day Off Mandatory Overtime. Employees working day-off mandatory overtime will be compensated at the rate of two (2) times their base rate of pay for all hours worked or two and one-half (2 ½) times their base rate of pay on observed holidays.

9.3.4 Exigent Circumstance Overtime Payment. Employees who work under the 'exigent circumstance' designation will be compensated at a rate of two and one-half (2 1/2) times their base rate of pay, to include observed holidays.

9.3.5 Mandatory CE Training. Employees attending mandatory training (CE classes) on their day off will be compensated at the rate of one and one-half (1 ½) times their base rate of pay for all training hours worked or two (2) times their base rate of pay on observed holidays.

9.3.6 FLSA Overtime Payment. Employees shall be paid at least one and one-half (1½) times their regular rate of pay for hours physically worked in excess of forty (40) during the work week.

9.3.7 Compensatory (Comp) Time. Upon request, and in lieu of overtime payment, comp time will be granted to employees with a maximum accrual of forty (40) hours. Employees shall indicate that they wish to be compensated in the form of comp time at the beginning of their shift. Employees not indicating a preference of comp time will receive overtime pay. The comp time equivalent of the overtime rate for the overtime hours worked shall be credited to the employee's comp bank. For example, an employee working 1 hour overtime at the 1.5 overtime rate shall have 1.5 hours credited to their comp leave bank. Employees electing to bank comp time shall not receive any applicable premium pay for the hours banked. If employment is terminated, unused comp time shall be paid at the regular rate of pay.

Compensatory time accrued by employees shall not exceed forty (40) hours unless there are extenuating circumstances and the employee has obtained written permission from the Executive Director, or designee, who may authorize a waiver of the limitation.

Request for a waiver of the above limitation for the purpose of maternity/paternity leave shall be granted by the Executive Director, or designee, unless there are emergent or exceptional circumstances to deny the request.

9.3.8 Worked Holidays Payment. All time (i.e., non-overtime hours) worked on the observed holidays listed in 8.1 shall be compensated at one and one-half (1 ½) times the employee's base rate of pay except for Independence Day between the hours of 1600 (July 4th) to 0200 (July 5th), which will be paid out at two (2) times the employee's base rate of pay. Any trades on a holiday are excluded from holiday premium pay. There shall be no pyramiding of holiday overtime pay and holiday premium pay.

9.4 LONGEVITY BONUS

Employees shall receive an annual longevity bonus with any applicable FLSA premiums, due the first pay date after the completion of the qualifying year.

The lump sum longevity bonus is calculated by multiplying the Step E COII hourly wage by two-thousand eighty (2080) hours multiplied by the applicable percentage based on years of service then rounded to the nearest twenty-five (25) dollars.

The lump sum longevity bonus shall be prorated based on FTE status (full time, medical part time or job share) during the prior twelve (12) months. Longevity bonus does not include premium pay.

Completed Years at the Center

Years	Percentage	2025 Lump Sum	2026 Lump Sum	2027 Lump Sum
5-7	1.30%	\$1395	\$1425	\$1475
8-11	1.80%	\$1931	\$1975	\$2025
12-15	2.30%	\$2468	\$2525	\$2600
16-19	2.80%	\$3004	\$3075	\$3150
20-24	3.30%	\$3540	\$3625	\$3725
25+	3.80%	\$4077	\$4175	\$4275

9.5 TUITION REIMBURSEMENT

To encourage and financially assist employees interested in continued education and personal development, the Center agrees to budget funds of at least four thousand five hundred dollars (\$4,500) a year to reimburse employees for tuition. Under certain conditions listed below, each employee is eligible for a maximum of four hundred fifty dollars (\$450) per calendar year, for professional and technical courses offered by accredited colleges, universities, business, or trade schools.

Conditions under which tuition reimbursement shall be approved are as follows:

- 1 The course work must relate to the employee's present position and/or enhance career development within the organization. Requests for reimbursement will be presented in writing and must be approved by the Executive Director or designee before enrollment is made in any program, class, seminar, or course.
- 2 Reimbursement shall be made for tuition fees verified by receipts upon completion of a course with a grade of at least a "C".
- 3 The employee must have completed the one-year trial service period and not be under active discipline.
- 4 The employee must not be receiving funds for the same course from any other source, such as Veteran's benefits, scholarships, etc.
- 5 Tuition shall be reimbursed on a first come, first served basis from the available funds.

9.6 HIRE-IN RATES

New employees shall be hired at Step A in the Communication Officer I (COI) classification. At the Executive Director or designee's sole discretion employees may be hired at a higher Communication Officer (COI) step based on recent, relevant Public Safety Answering Point (PSAP) experience. Former VCC employees who complete COII training in their first year of employment will be non-retroactively restored to the COII step held by the employee in their previous employment with the Center.

9.7 PAY DATES

Employees shall be compensated consistently with the provisions of this Article and will be paid semi-monthly on the 8th and 23rd of each month.

9.8 WITNESS DUTY

Witness duty is defined as being called to give testimony on behalf of the Center as it relates to the employee performing their duty as COI/II. Any COI/II employee who is summoned as a witness in this capacity shall receive their base rate of pay for the actual time required.

Any employee called back after completion of their regularly scheduled shift or on a day off shall be compensated a minimum of four (4) hours compensation at one and one-half (1 ½) times their base rate of pay.

9.9 MILEAGE REIMBURSEMENT

Employees who are required to use their own vehicles for Center business shall be reimbursed at the standard IRS mileage rate for all miles driven on such business.

9.10 OTHER BUSINESS & TRAVEL

Employees will be reimbursed for other reasonable expenses associated with travel required and authorized by the Center. All travel expenses must be pre-approved; employees seeking reimbursement shall follow the applicable SOP when requesting reimbursement.

9.11 OVERPAYMENT AND UNDER COLLECTION

In the event of an overpayment of wages or under collection of benefit premiums, the Center shall recoup said wages or premium through the methods outlined in RCW 49.48.200. VCCEA leadership will be notified at the time of employee notification.

Nothing in this section shall prohibit employees covered by this agreement from grieving the cause or amount of the overpayment of wages or under collection of benefit premiums.

ARTICLE 10 – HEALTH & WELFARE BENEFITS

10.1 HEALTH INSURANCE

For the duration of this contract, and any holdover period, the Center shall pay ninety percent (90%) of the premium necessary to insure a regular full-time employee and their eligible covered spouse and dependents under the current medical plan. Employees may voluntarily waive benefits not required by law. Employee's waiving benefits will not receive alternate compensation.

The Center will provide medical insurance through the AWC Employee Benefit Trust.

The Center shall offer the AWC HealthFirst 250 Plan and the Kaiser 200 plan.

10.1.1 Dental Insurance. The Center shall pay the full premium for all employees and their eligible covered spouse and dependent(s) under the current dental plan.

10.1.2 Vision Insurance. The Center shall pay the full premium for all employees and their eligible covered spouse and dependents under the current vision plan.

10.1.3 Life Insurance. The Center shall pay the full premium for a Life insurance policy for each eligible employee with one (1) year of service. Said policy will have a maximum payout of \$50,000.

10.1.4 Disability Insurance. The Center shall pay the full premium for a Disability policy for each eligible employee with one (1) year of service. There shall be a \$500.00 cap on the premium amount paid by the Center.

10.1.5 Flexible Spending. The Center shall provide a flexible Spending plan that will allow employees to contribute funds to cover eligible expenses.

10.1.6 VEBA. VEBA accounts will be created for all COI and COII employees once the employee contribution rates are established by VCCEA. The Center will contribute \$100 per employee per month into their VEBA account.

10.1.7 Job Share and Medical Part-Time Benefits.

The Center shall pay eighty percent (80%) of the premium necessary to insure job share/medical part-time employees and their eligible covered spouse and dependents under the current medical plan.

10.1.8 Right to Bargain. VCCEA retains its right to bargain regarding changes to Center provided dental and vision plans.

Any change from the named medical plans listed above must be by mutual agreement of the parties. Changes within the named AWC medical plan are not subject to bargaining (i.e., changes to RX tiers, co-pays, movement to include/exclude certain medical procedures).

10.2 RETIREMENT

The Center agrees to participate in the Public Employees Retirement System and to provide a Deferred Compensation Program.

ARTICLE 11 – TRAINING, MEETINGS, AND REMOTE ACTIVITIES

11.1 TRAINING

Compensation associated with training or representation of the Center on official business shall be as follows, where such training is pre-approved.

Employees will be given the following options for scheduled training classes:

Option 1: Go directly to class; shift begins at scheduled class start time. Use accrued time to make up any (expected) shortage of hours not included in the class schedule.

Option 2: Go directly to class; shift begins at scheduled class start time. Prearranged shift adjustments will be scheduled to include shortage of hours not included in the class schedule.

Option 3: Classes that are scheduled for 6 hours of less - Depending on the employee's regularly assigned shift, report to Valley Com prior to or after class to make up any expected shortage of hours not included in the class schedule. (Drive time included).

If a training class is released prior to the scheduled class end time, the employee is not required to use more accrued time nor be required to further adjust their shift to make up the time shortage when choosing options 1 or 2.

Mileage will be reimbursed when appropriate.

1. Training or representation of the Center on official business outside of normal work hours shall be attended by employees on two (2) week's advance notice unless mutually agreed upon.
2. The Center reserves the right to approve or deny employee requested training on a case-by-case basis.

11.1.1 Employer Required Training (CE Training). Mandatory CE (continuing education) training shall be "scheduled" for no less than four (4) hours and no more than eight (8) hours.

11.2 MEETINGS

Employees who are utilizing accrued leave are allowed to attend work related meetings with prior approval from a supervisor or designee. The employee will be paid their base rate of pay for time attending such meetings. Additionally, employees attending meetings will not be dropped from the guaranteed time off calendar.

Employees are allowed to attend work related meetings on their off time with prior approval from a supervisor or designee. If a meeting is released prior to the scheduled meeting's end time, the employee is paid the pre-determined wages for the entire scheduled meeting.

11.3 REMOTE TRAINING AND COMMITTEE PARTICIPATION

With prior approval the Center shall allow remote training and committee participation. This is a privilege that at the sole discretion of the Center may be revoked with or without cause. The revocation of this privilege is not subject to the grievance process.

Remote participation generally means an employee is working from their place of residence or some other location that is convenient to them, through electronic means (i.e., personal computer, internet, telephone, etc.).

Remote participation does not mean commuting to a location other than the Center to participate in the assigned activity (i.e., CJTC).

Employees shall be responsible to provide their own equipment and connectivity to participate in remote training and committee meetings.

Employees shall sign an agreement prior to being allowed to engage in remote activities. Employees working remotely shall be responsible to accurately record their time and take entitled breaks. Working “off the clock” is not permitted.

Employees are paid for the time spent participating in the remote activities. The Center shall identify the amount of time needed to complete assigned training. Employees shall be paid a minimum of the designated time. In the event an employee takes longer than the time allotted, they shall notify a supervisor to correctly record and compensate the employee for time spent completing the training.

Remote training and committee meetings outside an employee’s regularly assigned shift shall be paid at the rate of one and one-half (1 ½) their base rate of pay. When mandated by a supervisor or manager on a regular day off that is also an observed holiday, the employee shall be paid two (2) times their base rate of pay, unless other schedule adjustments have been arranged.

11.4 TRAINING REIMBURSEMENT

Employees must follow the applicable SOP for reimbursement for Center approved training. Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses should be established between the employee and the Center prior to the training. If not otherwise established, reimbursement and compensable hours shall be in accordance with current FLSA regulations.

Travel costs for mileage, meals and/or lodging shall be reimbursed in conformance with current Center policy.

ARTICLE 12 – WORKPLACE ENVIRONMENT

12.1 SAFE WORKPLACE

The Center is responsible for maintaining a safe and healthful workplace. The Center shall comply with all Federal, State, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a final determination regarding safety.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

12.2 HEALTH AND SAFETY PLAN

The Center shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site-specific safety and security plans in conformance with state and federal laws.

12.3 DRUG FREE WORKPLACE

In accordance with General Order #5, the Center and VCCEA agree that use and/or abuse of drugs and alcohol by employees poses a substantial risk to the community and to the effective operation of the Center. The parties agree that employees are prohibited from reporting to work under the influence of alcohol, marijuana, or illegal drugs. The use, possession or sale of alcohol, marijuana, or illegal drugs at work, on work premises, or on-duty is strictly prohibited. Employees violating the provisions of this Article may be subject to termination.

12.4 WORKPLACE VIOLENCE

The Center is committed to employee health and safety. Workplace violence, including threats of violence by or against an employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

12.5 INTEGRITY AND PROFESSIONALISM IN PERFORMANCE OF DUTIES

Due to the unique trust placed by the public in the Center and its employees, it is incumbent on all employees to perform to the highest standards of quality and excellence in their performance, and to complete their duties in a professional and competent manner. Each employee must refrain from conduct that would bring disrepute on the operation or reputation of the Center. Employees shall seek to avoid conflicts and potential conflicts of interest. Each employee must comply with the Center policies and standards, as well as relevant state and local laws.

12.6 WIRELESS INTERNET ACCESS

The Center will provide a wireless internet access point, which will be generally available throughout the building which will be maintained so long as there is capacity on the Center's computer system, and use does not interfere or supplant the Center's business needs. The Center may restrict access to inappropriate content for security reasons; the definitions of which shall be at the Center's sole discretion.

ARTICLE 13 – MANAGEMENT RIGHTS

13.1 MANAGEMENT RIGHTS

The Center possesses the sole right to operate and carry out its statutory mandate, mission and/or goals, and all rights repose in the Communications Center. However, such rights must be exercised consistent with the provisions of this Agreement. These rights include, but are not limited to, the following:

1. Utilize personnel methods and means in the most appropriate and efficient manner possible.
2. Manage and direct the employees of the department.
3. Hire, promote, transfer, assign, train, evaluate or retrain employees.
4. Establish reasonable work rules and rules of conduct.
5. Suspend, demote, terminate, or take other appropriate disciplinary action against employees for just cause.
6. Determine the size and composition of the work force and to lay off employees in the event of lack of work or funds.
7. Determine the mission of the Center and the methods and means necessary to efficiently fulfill that mission.
8. Determine when schedule changes are necessary to accomplish the mission of the department.

The Center recognizes that implementing changes to the schedule influences the work force and must consider input from all affected employees in determining how to effect the changes needed. Options for addressing the needed changes will be put to a vote of the bargaining unit members.

ARTICLE 14 – NO STRIKE AND CONTINUITY OF OPERATIONS

14.1 NO STRIKE

The Center and VCCEA agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. VCCEA and/or the employees shall not cause or condone any work stoppage, strike, slowdown, or other interference with the Center functions.

A jurisdictional dispute between two (2) or more labor organizations shall not be cause for any work stoppage, strike, slowdown, or other interference with Center functions. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in a work stoppage, strike, slowdown, or other interference with Center functions by VCCEA. Employees who are involved in such actions shall be subject to discharge.

A picket line, strike, sympathy strike, slowdown, or other interference with Center functions by any other VCCEA or bargaining unit shall not be cause of any work stoppage, strike, slowdown or other interference with Center functions by VCCEA. Employees who are involved in such actions shall be subject to discharge.

14.2 CONTINUITY OF OPERATIONS

Employees are expected to make a good faith effort to be available during emergency situations of a catastrophic nature (e.g., pandemic) to help maintain certain essential functions that support the Center's infrastructure and service level. The Center will make every effort to help employees and their families facilitate this reporting requirement. In such an event, the Center has the authority to temporarily reassign staff to critical services within their competency level, irrespective of bargaining unit status. Employees temporarily reassigned during an emergency of this nature will receive out of class pay if assigned to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

ARTICLE 15 – GENERAL PROVISIONS FOR CONFLICT

15.1 CONFLICT WITH LAWS

This Agreement is subject to all applicable existing or future laws of the State of Washington. Wherever there is a conflict between the provisions of this Agreement and any applicable law, the provisions of the contract shall govern unless the conflict puts the agreement in violation of the law. Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing State laws, such decisions shall apply only to the specific article, section or portion thereof directly specified in the decision. The remaining sections or provisions shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section only.

15.2 SAVINGS AND EXCLUSION CLAUSE

Savings Clause. If any Article of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event, the parties shall, upon request of either party, commence good faith bargaining over possible replacement language for the invalidated section, subsection, or portion of this Agreement.

Exclusion Clause. Unless otherwise provided herein, this Agreement shall constitute the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Agreement and such expressions are all inclusive. This Agreement is the entire agreement between the parties and concludes collective bargaining for its term, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

ARTICLE 16 – LIFE OF AGREEMENT

16.1 LIFE OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect for the period January 1, 2025, to December 31, 2027. Should the Center's intergovernmental agreement be terminated during the course of this Agreement, the successor Employer and VCCEA will immediately enter into negotiations to determine the extent to which this Agreement shall continue to apply.

Prior to the termination date of this Agreement, either party may propose any or all parts of the be reopened for negotiations, provided one of the parties advises the other party in writing of such intentions. The party receiving the request for reopening of the Agreement will then be provided an opportunity to submit its proposals prior to the start of formal negotiations.

This Agreement shall remain in full force and effect during the period of re-negotiation until notice of termination of this Agreement is provided.

Attestation shall validate the new Agreement and it shall be in force and effect from the date following termination of the previous Agreement and for the duration of the agreed upon contract period.

This Agreement may be amended at any time by way of a Letter of Agreement during its effective term, provided there is mutual consent of both parties.

Bargaining Requirement. Each party shall commence collective bargaining no less than one hundred twenty (120) days prior to the expiration date of this Agreement in an attempt to encourage completion of negotiations of the successor Agreement by the expiration date of this Agreement.

SIGNATURES:

Jeffrey Valdanbrini
President, VCCEA

Vonnie Mayer
Executive Director, Valley Communications

Date: _____

Date: _____

ATTEST: Elizabeth Clapp
Vice President, VCCEA

ATTEST: Angee Bunk
Deputy Director, Valley Communications

CBA ATTACHMENT 1 – SHIFT BID PROCESS

Prior to the bid process starting, each employee will be assigned and notified of at least a one (1) hour block of time in which they are required to bid for their shift. This schedule will be posted online with ongoing employee access along with an up-to-date copy of the available shifts remaining as well as the shifts that have already been selected. If an employee fails to bid by the end of their allotted time, the on-duty supervisor will attempt to contact the employee by phone. If unsuccessful, the employee may be passed over by the next scheduled employee, however, the next scheduled employee shall not bid earlier than their scheduled block of time. When the passed over employee contacts the supervisor or designee, they will bid from the remaining shifts which will be annotated accordingly.

Any changes to the bid process will be made with mutual agreement between the Center and VCCEA.

CBA ATTACHMENT 2 – BID VACATION PROCESS

Prior to the bid process starting, each employee will be assigned and notified of two (2) one (1) hour blocks of time in which they are required to bid for their bid vacation. This schedule will be posted online with ongoing employee access along with an up-to-date vacation calendar. If an employee fails to bid by the end of their allotted time, the on-duty supervisor will attempt to contact the employee by phone. If unsuccessful, the employee may be passed over by the next scheduled employee, however, the next scheduled employee shall not bid earlier than their scheduled block of time. When the passed over employee contacts the supervisor or designee, they will submit their vacation bid which will be annotated accordingly on the calendar.

Bid vacation will be consistent with the following guidelines:

1. Based on bargaining unit seniority on March 1st, each employee may exercise their bid opportunity consisting of two (2) separate bid cycles.
2. During the first cycle, employees may schedule blocks of time no less than twenty (20) hours, and up to the employee's total allowable limit as stated below.

Years	Hours
0-4	40
5-9	80
10-19	120
20+	160

- a. Employees may bid more than their allowable limit during the first cycle only if it is one consecutive block of time. In that instance, the employee is not allowed to bid again until the second bid cycle.
 - b. During the second bid cycle, employees may schedule blocks of time no less than ten (10) hours, and up to the employee's total expected annual accrual rate.
3. Bid vacation must be taken no less than a full shift and may go below the scheduled twenty (20) hour block once the bid vacation selection period is over.
 4. Bids are based on a full shift that starts on the date requested without respect to the employee's scheduled hours of work.
 5. Approved vacation bids will be covered with overtime if necessary and not subject to cancellation unless exigent circumstances exist.
 6. Trial service employees may bid for vacation anticipating the completion of their COI training, but they must complete COI training to be eligible to use said vacation.
 7. Once an employee occupies one of the guaranteed time off spots on the vacation calendar, that employee's time off request is approved regardless of if it is outside of thirty (30) days.

Any changes to the bid process will be made with mutual agreement between the Center and VCCEA.

CBA ATTACHMENT 3 – OVERTIME PROCESS

I. 4.4.3 Elective Process (within 24 hours)

- a. Message sent around the com room for newly created overtime. Overtime assigned based on in-classification seniority followed by out-of-classification seniority.
- b. Page sent out to all members for newly created overtime.
 - Sample Page: *Disp OT Thursday 4/27 06-10, CR OT 12-14*

II. 4.4.4 Mandatory Process

- a. Page sent to the first person up in the mandatory order.
Sample Page: *Jeff, you are first up for mandatory dispatch OT. Please call the on-duty supervisor.*
- b. Page sent to the rest of the employees who are eligible for mandatory overtime.
Sample Page: *You are next up for mandatory dispatch OT, Thurs 4/20, 16-1800. Please contact the on-duty supervisor.*

III. 4.4.5 Day off Overtime Process

- a. Page sent to the first person up in the day off mandatory order.
Sample Page: *Jeff, you are first up for day off mandatory OT, 04/24, 22-0200. Please contact the on-duty supervisor.*
- b. Page sent to ALL employees for the still uncovered day off overtime.
Sample Page: *We have uncovered day off mandatory OT, 04/24, 22-0200. Please contact the on-duty supervisor.*

IV. 4.4.6 Exigent Overtime

- a. CAD message (or phone call if applicable) to all eligible employees for exigent circumstance overtime.
Sample message: *Jeff, Austin, and Liz, you are all eligible for exigent circumstance overtime from 04-0600, if no one calls back. Jeff, you are first up in the order unless someone else wants it.*

Mandatory Order:

1. Those on regular shift, including full trades.
2. Those on partial trades.
3. Those on voluntary or elective overtime on their day off.
4. Those on mandatory day off overtime.

NOTE 1: If the eligible employees include both those staying late and coming in early, the employee first in the mandatory order would be a schedule that mimics 2+10+2 over an employee who has the schedule that mimics a 4+10 or a 10+4 schedule. If there is a tie, first up mandatory order would be followed.

NOTE 2: If an employee works a 10+4 exigent schedule, the employee may elect to have 10 hours off prior to their next shift.

Example: Employee A works 18-04, mandated from 04-06, and then gets exigent circumstance overtime from 06-08. Employee A also has pre-scheduled overtime prior to their next shift from 16-18. Since there are now 8 hours between shifts, Employee A may elect to cancel their 16-18 overtime to get 10 hours off between shifts.

NOTE 3: Exigent overtime assigned prior to the beginning of a shift cannot be cancelled. Exigent overtime assigned to the end of a shift cannot be cancelled unless by mutual agreement.

Sample CAD Message: Jeff, I am on the phone with 'named employee'. They are willing to take your exigent overtime. Do you want to give it up?