

Cowlitz 911 Public Authority Board of Directors

Special Meeting Agenda

Wednesday, May 29, 2024 @ 10:00 AM

Hybrid – Cowlitz 911 & Zoom

1. Call to Order and Introductions
2. Resolution – Designation of Investment Officer
3. Vote on Final Draft of Collective Bargaining Agreement (let me know if I should move this or delete this)
4. Executive Director Search Discussion
5. Deanna Wells Retirement Reception – June 4th 1pm – 4pm
6. Set June Special Meeting Date
7. Adjournment

COLLECTIVE BARGAINING AGREEMENT

By and Between

COWLITZ 911

and

**COWLITZ EMERGENCY
SERVICES ASSOCIATION**

2025 - 2027

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PREAMBLE

This Agreement is entered into by and between the Cowlitz 911 Public Authority (hereafter referred to as “Employer”) and the Cowlitz County Emergency Services Association (hereafter referred to as “Association”).

ARTICLE 1 **PURPOSE**

1.1 Purpose. The purpose of this Agreement is to establish hours of work, pay rates, benefits, working conditions and other terms and conditions of employment under which employees covered by this Agreement will be employed during its term.

1.2 Association Recognition and Representation. Employer recognizes the Association as the sole collective bargaining representative of all regularly scheduled full-time employees doing the work of 911 dispatcher including Dispatch Floor Supervisors, excluding confidential employees, temporary employees and all other employees. A full-time employee is one who works an average of twenty-nine (29) hours per week for six (6) consecutive months.

ARTICLE 2 **DUES CHECKOFF**

2.1 Association Security All employees who are not members on the date this Agreement is executed and who have been employed for six (6) or more consecutive months may, on or after the thirty-first (31st) day following the date this Agreement is executed, become and remain members in good standing in the Association.

2.2 Payment of Dues and Service Fees

2.2.1 Upon written authorization by an employee, Employer agrees to deduct from the wages of each employee the sum certified by the Association as the initiation fee and/or dues each month and forward the sum to the Association’s designated officer.

2.2.2 If any employee does not have a check coming or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month.

2.2.3 All requests to cancel dues deductions shall be in writing to Employer and the employee shall simultaneously notify the Association.

2.3 Indemnification of Employer Association agrees to indemnify and hold harmless Employer, its Board members, officers, agents and employees, from and against any and all claims, demands, actions, lawsuits or any other forms of liability, monetary or otherwise (for example, claims for reinstatement or reemployment), including any attorneys’ fees and costs, arising from the actions or inactions of the Association under this Article 2.

ARTICLE 3 NONDISCRIMINATION

3.1 Discrimination Both parties agree that there shall be no discrimination against any employee of the bargaining unit because of race, religion, creed, color, national origin, marital status, sex, age, political affiliation, union membership, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability of the use of a trained dog guide or service animal by a person with a disability, or any other status protected by law.

3.2 Harassment Employer will provide a working environment free from all forms of unlawful harassment as per state and federal law.

3.3 Claims of Discrimination and Harassment An employee who believes he/she is subjected to any violation of Sections 3.1 or 3.2 is strongly encouraged to promptly report the matter to the Executive Director or designee so that Employer can discharge its legal obligation to timely conduct an appropriate investigation.

3.4 Terminology The words “he” or “she” are used in this Agreement for explanatory purposes only and do not refer to the actual gender (sex) of any person.

ARTICLE 4 GRIEVANCE PROCEDURES

4.1 Grievance Defined. For purposes of this Agreement, a “grievance” is defined as a complaint or dispute between an employee or the Association and Employer concerning the interpretation, application or enforcement of specific provisions of this Agreement.

4.2 Procedures and Time Limits. Except as otherwise provided in this Agreement, all grievances arising during its term will be submitted according to the following procedures and time limits:

Any grievance shall be stated in writing and signed by the employee(s) and/or an Association representative. The written statement shall contain the following information:

- A. A general statement explaining conditions and actions, which require remedy.
- B. The remedial actions requested and the employee or class of employees eligible to receive the remedy.
- C. The Article(s) and Section(s) alleged to be improperly administered or violated.

Grievance Steps – Grievance shall be processed in the following manner and within the stated time limits unless by mutual consent of the Employer and the Association any or all time limits as specified in the grievance procedures are waived. Any grievance that does not follow the following steps in order shall be considered null and void. If the grievance is directly related to the Executive Director, the grievance process can be moved directly to Step 3, Board Level. If the grievance is related to employee termination, the grievance can be filed at Step 3, and if denied the Association may move to Step 5 without the need to proceed to Step 4.

Step 1 (Informal Step): An employee or the Association will sit down with the supervisor and attempt to informally discuss and resolve the grievance within fourteen (14) calendar days from the date on which the employee or the Association knew or reasonably should have known of the occurrence giving rise to the grievance. The supervisor will respond both orally and in writing within fourteen (14) calendar days.

Step 2 (Written Step): If the grievance is not satisfactorily resolved at Step 1, the employee or the Association may appeal the grievance. The appeal must be in writing and must clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated and the requested remedy and provided to the Human Resources Generalist and the Executive Director within fourteen (14) calendar days from the receipt of the Step 1 answer. The Executive Director, the Human Resource Generalist or designee will deliver a written answer to an Association representative within fourteen (14) calendar days after the appeal is received. The answer will be final and binding on Employer, the Association and all employees subject to this Agreement unless the Association exercises its rights at Step 3.

Step 3 (Board Step): If the grievance is not settled in Step 2 above to the Association's satisfaction, then the appeal can be forwarded to the Cowlitz 911 Board of Directors for review and decision. The Board will deliver a written answer to an Association representative within fourteen (14) calendar days after the appeal is received. The answer will be final and binding, unless the Association exercises its right at Step 4.

Step 4 (Mediation): If the grievance is not satisfactorily resolved by the Step 3 answer, the Association may refer any grievance arising during the term of this Agreement to mediation through the Public Employment Relations Commission of the State of Washington. With the help of a mediator, both parties will focus on finding a solution to the conflict. If a resolution is agreed upon, both parties will sign a Letter of Understanding.

Step 5 (Arbitration): If the grievance is not satisfactorily resolved by the Step 4 answer, the Association may refer any grievance arising during the term of this Agreement to arbitration by submitting its written request to Cowlitz 911 Public Authority Board within fourteen (14) days after its receipt of the Step 4 answer.

4.3 Arbitration. Within fourteen (14) calendar days of Employer's receipt of the request for arbitration, Employer and Association will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, and within fourteen (14) calendar days of the date of the Association request to refer the grievance to arbitration, the Association will mail a request for a panel of nine (9) members with their principal place of residence in Washington or Oregon from the Public Employment Relations Commission of the State of Washington. Within fourteen (14) calendar days of receiving the list, the parties will alternately strike names from the list, with the order of striking to be determined by lot, until one name remains, and he/she shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and on all employees subject to this Agreement, but the arbitrator will confine his/her decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will pay one-half (1/2) of any fee to obtain the arbitration panel, but will bear its own costs and expenses in any such arbitration proceeding. The losing party (to be designated by the arbitrator) will pay the full cost of the arbitrator’s fees and any out-of-pocket or per diem expenses. The cost of all reporting and transcript fees shall be the responsibility of the party making the request unless the other party requests the opportunity to inspect and/or use the transcript for any purpose other than confirming its accuracy, in which event the cost shall be equally divided.

4.4 Exclusive Remedy. It is specifically understood and agreed that the grievance procedure established in this Article 4 is the exclusive procedure for use by all bargaining unit employees and the Association for bringing or asserting any claim allegedly arising under any provision of this Agreement, but shall not waive an employee’s right to bring claims under any applicable federal or state law.

4.5 Time Limits. Failure to file or appeal a grievance within the time limits (or any mutually agreed written extension) will waive all right to relief. Failure by the employee or the Association to submit the grievance in accordance with these time limits shall constitute an abandonment of the grievance. Failure of Employer to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the grievance to automatically be referred to the next step of the grievance procedure unless earlier withdrawn by the Association.

4.6 Settlements. Settlement of any grievance at Step 1 will be final and binding but will not be precedential as to any of the issues involved in the grievance, nor can it be used by either party to establish a past practice or interpretation of the relevant contract provisions in any future grievance. The Association shall have the right to appeal any proposed grievance settlement at Step 1 which it believes should be resolved on a precedential basis by timely appealing to Step 2. Except as otherwise agreed by Employer and Association, settlement of any grievance at Step 2 will be final, binding and precedential.

ARTICLE 5 **DISCIPLINE AND DISCHARGE**

5.1 Probationary Employees. Probationary employees may be disciplined or discharged at any time in Cowlitz 911’s sole discretion without recourse to the grievance procedure. The probationary period will include training time and extend six (6) months beyond the date the probationary employee is signed off to work on his/her own. The probationary period will not be less than one year since date of hire, regardless of sign-off date. Absences during the probation period in excess of one-hundred-sixty (160) hours where the employee is unable to work, regardless of the reason or cause, may result in the extension of probation period by an equal number of hours.

5.2 Just Cause for Discipline. No regular (i.e., non-probationary) employee will be disciplined or discharged except for just cause.

5.3 Discharge or Suspension Procedures. Regular employees will not be subject to suspension or discharge without being offered an opportunity to respond to the charges or reasons such action is under consideration.

5.4 Disciplinary Investigations. Prior to interviewing an employee suspected of conduct or behavior which may lead to disciplinary sanctions, Employer will advise the employee that that interview could result in discipline. The employee will have the right, if such employee so requests at that time, to have one Association representative present. The representative, if an on-duty employee, must inform the supervisor of the need to cease work and shall suffer no loss of straight-time wages for the actual duration of such meeting plus a maximum of fifteen (15) contiguous minutes. The Association representative shall be present only to assist the employee and shall not act in obstruction of the investigation. Nothing in this provision shall prevent an Association representative who is off-duty or is a non-employee from being present if it will not unduly delay the meeting. Employer will inform the employee and the Association of the results of the investigation within fourteen (14) calendar days of its completion.

5.5 Review of Discipline. Employees may request removal of any disciplinary document maintained in the Official Personnel file after 24 months from the issue date of the document. The decision to remove a disciplinary document from the official Personnel file rests solely with the Executive Director.

ARTICLE 6 VOLUNTARY TERMINATION PROCEDURE

6.1 Resignation. An employee desiring to voluntarily separate from employment must give fifteen (15) calendar days' written notice prior to the proposed last day of work (which shall be identified). Employer shall have the right to waive part or all of the notice without compensation or liability as to a probationary employee or a regular employee who resigns in circumstances constituting cause for termination. Regular employees otherwise providing such notice normally will be allowed to work the notice period, but Employer may provide any combination of pay and notice in lieu of accepting some or all of the notice. Except in unusual or emergency circumstances, failure to comply with this provision may render the employee ineligible for future reemployment.

6.2 Retirement. An employee desiring to retire from employment must give fifteen (15) calendar days' written notice, or such greater period as is possible under the circumstances, prior to the proposed last day of work (which shall be identified). Employer shall have the right to waive part or all of the notice without compensation or liability as to a probationary employee or a regular employee who resigns in circumstances constituting cause for termination. Regular employees otherwise providing such notice normally will be allowed to work the notice period, but Employer may provide any combination of pay and notice in lieu of accepting some or all of the notice. Except in unusual or emergency circumstances, failure to comply with this provision may render the employee ineligible for future reemployment.

6.3 Position Abandonment. An employee who is absent from work for three (3) consecutive scheduled workdays without advance notice to the Executive Director or designee, or has three (3) separate no-call, no-show absences in any twelve- (12-) month period, will be considered to have abandoned the position, regardless of the employee's motivation or intent, unless the failure(s) to notify was clearly beyond the employee's control. A notice of presumption of abandonment will be mailed to the last address given Employer by the employee.

ARTICLE 7 **ASSOCIATION ACCESS AND COMMUNICATIONS**

7.1 Association Representatives. The Association will notify Employer in writing of the names of its representative(s) and officers assigned to the bargaining unit, and thereafter will notify Employer in writing of any changes within ten (10) calendar days. Employer shall not in any way be held responsible for using any Association representative designated under this section in any interviews held under Section 5.4.

7.2 Association Access. The Association representative(s) designated in Section 7.1 will be allowed reasonable access to the worksite during regular working hours for the purpose of adjusting disputes, investigating working conditions, and monitoring compliance with this Agreement, provided, however, that the representative(s) must have advance permission (which shall not be unreasonably refused) from the Executive Director or designee, must observe all of Employer's security rules, and there must be no interruption of work or of employees who are or should be working.

7.3 Negotiations and Grievance Processing. Except as mutually agreed otherwise, all collective bargaining negotiations and grievance processing, including any arbitration hearings, will be held during Employer's normal business hours. Employer recognizes Association's right to bring such employees as it deems appropriate for the purpose of meeting with Employer to negotiate a successor agreement. Employer shall not be required to allow one or more employees time off from scheduled work if it would present operational or service problems and/or would require Employer to mandate another employee to serve as a replacement. Employer agrees to compensate two (2) employees at a straight-time rate of pay for any scheduled work lost as a result of such negotiations.

The association is to notify the Executive Director or designee fourteen (14) calendar days prior to negotiations for the need of coverage for an employee requiring time off from scheduled work. If the notification is not requested fourteen (14) calendar days prior, it will be the responsibility of the employees to find a replacement to cover the scheduled shift.

7.4 Association Business During Working Hours. Except as specifically authorized by Sections 7.2 and 7.3, employees may not engage in any Association activities or business during their working hours (which shall not include breaks and meal periods).

7.5 Association Bulletin Board. Employer will provide one (1) bulletin boards or wall spaces, in the work area used by dispatchers, for Association use in communicating with members of the bargaining unit. The Association shall be responsible for all notices posted on its bulletin board or wall spaces, and will keep the wall space or bulletin board orderly. The Association understands that material which Employer deems profane, obscene, defamatory, or in violation of Employer's policy against unlawful discrimination or harassment, may be removed by Employer without notice, but Employer agrees to discuss the issue with any on-shift Association officer or steward prior to doing so.

7.6 Attendance at Arbitration and PERC Hearings. For Arbitration hearings one Association Representative and up to one Grievant may have their schedule adjusted as determined by Cowlitz 911 if the Arbitration is scheduled on the employee(s) regular workday. If the Arbitration is scheduled on the employee(s) regular day off there will be no adjustment of their schedule. For PERC hearings one Association Representative may have their schedule adjusted as determined by Cowlitz 911 if

the PERC hearing is scheduled on the employee(s) regular workday. If the PERC hearing is scheduled on the employee(s) regular day off there will be no adjustment of their schedule. The schedule adjustment shall include adjustments to other regularly scheduled employees who share similar days off. A dayshift employee may be required to temporarily adjust their work week schedule to nights or days to provide adequate coverage on both shifts.

The association is to notify the Executive Director or designee fourteen (14) calendar days prior to negotiations for the need of coverage for an employee requiring time off from scheduled work. If the notification is not requested fourteen (14) calendar days prior, it will be the responsibility of the employee to find a replacement to cover the scheduled shift.

ARTICLE 8 MANAGEMENT RIGHTS

8.1 Management Rights. The Association recognizes that Cowlitz 911 has the responsibility and authority to advance to the fullest extent, possible the economy of operation of the Department and to protect the primary interests of the citizens Cowlitz 911 exists to serve. Thus except as clearly and expressly limited by specific provisions of this Agreement, the obligations of the Public Employees Bargaining Act and the obligation to bargain changes and impacts of mandatory subjects of bargaining the rights of Employer in all respects to manage its operations, affairs and work force shall be totally unimpaired.

8.2 Scope of Rights. Subject to Section 8.1, and by way of illustration rather than limitation, examples of management rights exclusively reserved to Employer are the rights:

1. To establish qualifications for employment and to hire employees from any source;
2. To determine and supervise Cowlitz 911's mission, policies, and all standards, levels and priorities of service offered to the public.
3. To determine the need for any reduction or increase in the work force, whether a vacancy exists for purposes of staffing, the scope and content of each job, and/or reporting relationships within Cowlitz 911.
4. To create and administer budgets and control expenditures including, but not limited to, partial or complete closures, liquidations, relocations and/or reorganizations of operations and/or facilities.
5. To schedule overtime work (subject to Article 10) in a manner most advantageous to Cowlitz 911 and the citizens of Cowlitz County.
6. To establish, revise and implement standards for quality and quantity of work, public and public employee safety, and related aspects of employment and operations.
7. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; fitness for duty; the right to supervise,

transfer or assign employees; and the right to dispose of, purchase, and/or assign equipment or supplies.

8. To take such action as may be necessary to carry out services in extraordinary circumstances or emergencies without regard to seniority provisions of this Agreement.

8.3 Employer Policies and Rules. Employer may from time to time establish, change and/or withdraw such work and safety policies and rules as it deems necessary or appropriate including, but not limited to, policies and rules governing attendance, federal and state family leaves, personal appearance, performance evaluations, code of conduct, conflicts of interest, visitors, outside employment, smoking, gratuities, loans and gifts, confidentiality and confidential information, alcohol and drugs (but any form of testing shall be based upon individualized reasonable suspicion), and use of vehicles on Employer business. Employer will provide the Association with copies of such policies and rules (or any changes) at least fourteen (14) calendar days prior to implementation, but the Association shall be provided the opportunity to discuss or negotiate mandatory subjects and provide input prior to implementation. The Association may request such opportunity at any time within the fourteen (14) calendar days, and the meeting shall be held within fifteen (15) calendar days of the request. Employer shall delay implementation until after the meeting and the completion of negotiations if required unless earlier implementation is mandated by federal, state or local legislation or regulations. The Association shall have fourteen (14) calendar days after implementation to file a grievance at Step 2 of the Grievance Procedure if it believes any such policies, rules or changes are unreasonable or inconsistent with any specific provision of this Agreement or within one-hundred and eighty (180) days of implementation file with the PERC if bargaining to completion was required.

8.4 Use of Excluded Employees. Nothing in this Agreement prohibits bargaining unit work from being performed by non-bargaining unit employees or (in emergency situations) unpaid volunteers, provided it does not cause the layoff of any bargaining unit employee, and such persons shall not become subject to the terms and conditions of this Agreement. It is expressly understood and agreed that this includes, but is not limited to, assigning a supervisory employee to perform dispatch duties for purposes of relief for breaks and meal periods.

8.5 Transfers of Work. Employer will have the exclusive right to determine if and when it is necessary or desirable to transfer (assign, reassign, contract out, subcontract, lease, etc.) work or operations which are or might otherwise have been covered by this Agreement, provided that except in extraordinary or emergency circumstances Employer will give the Association at least thirty (30) calendar days' advance notice of the effective date of any such action. Upon request within seven (7) calendar days after the Association's receipt of the notification, the parties will meet to negotiate any effect of the transfer on bargaining unit employees. If the parties do not reach agreement within thirty (30) calendar days of that meeting, an otherwise eligible employee whose position is eliminated or straight-time hours reduced by such actions will have the layoff and recall rights established in Section 23.3.1. The notice provisions of this section shall not apply in the event of any strike, work stoppage, sick-out, slowdown or other disruption or restriction of work and Employer shall have the exclusive right to determine if and when it is desirable to transfer work or operations of any kind and to do so for any period of time and on such terms as it deems appropriate, and no alleged violation of this right will be subject to Article 4.

ARTICLE 9

WAGES, OVERTIME AND OTHER COMPENSATION

9.1 Wage Rates.

Wage rates shall be as set forth in Appendix A, and hours worked shall be paid in the next fifteen (15) minute increments.

9.2 Lateral Hires

A “lateral” hire is an employee who has had a least one (1) year of previous call-taking and/or dispatching experience with another public safety or similar organization (providing law enforcement, fire service and/or emergency medical services) of similar call-load and/or size and is “signed-off” or considered off-probation by their previous agency. If the new hire has had two (2) years or more removed from their previous experience, they will not meet the definition of “lateral” hire.

Management will have the discretion to set the “lateral” hire starting pay step.

9.3 Temporary or Permanent Wage Rate Adjustments

9.3.1 . Step Assignments and Increases. New employees normally will begin at the Trainee Step rate and will remain at that rate until the supervisor and trainer determine that the employee is ready to move to Step 1. On the next pay period, following one (1) full year from date of hire or after the employee completes their training (whichever date comes last) with satisfactory performance appraisals the employee shall advance to the next step and continue to advance to the next step each year thereafter until they have reached Step 6. Employer may initially (or after completion of the probationary period) place a new hire with relevant experience at such step of the progression as it deems appropriate.

9.3.2 Promotions. A promotion is defined as an employee’s permanent reclassification or reassignment to a job classification with a higher minimum salary. A promoted employee will receive the greater of the minimum salary of the higher classification or a five-percent (5%) increase, provided a five-percent (5%) increase is no greater than the top step of the new classification.

9.3.3 Temporary Assignments. Employees who are temporarily assigned to a job classification with a higher minimum salary will receive the greater of the minimum salary of the higher classification or a five-percent (5%) increase, provided a five-percent (5%) increase is no greater than the top step of the new classification. This provision shall only apply to hours worked, and not to vacation, sick leave or holidays occurring during the temporary assignment. A temporary assignment to a lower job classification shall cause no change in salary.

9.3.4 Demotions. A demotion is defined as an employee's permanent reclassification or assignment to a job classification with a lower minimum salary. An employee who is demoted will move to the step in the new range closest to the salary of the job held prior to demotion.

9.4 Overtime.

9.4.1 Daily Overtime. An employee will be compensated at the rate of time and one-half the employee's regular straight-time rate of pay for authorized hours worked in excess of their regular shift in the employee's designated workday. All overtime must be authorized by the Executive Director or designee. The workday for all employees will be the twenty-four- (24-) hour period beginning at the employee's scheduled start time. Daily overtime shall be paid in the same manner as time worked.

9.4.2 Weekly Overtime. An employee will be compensated at the rate of time and one-half the employee's regular straight-time rate of pay for authorized hours worked in excess of forty (40) hours in the employee's designated workweek. All overtime must be authorized by the Executive Director or designee. The workweek for all employees will be the seven- (7-) day period beginning at 12:01 a.m. Sunday and ending at 12:00 a.m. (midnight) on the following Saturday.

9.4.3 Dispatch Floor Supervisors. Voluntary overtime will continue to be allotted as provided in this Agreement with no preference based on their position as a Dispatch Floor Supervisor and when working voluntary overtime they will function as a Dispatcher. Dispatch Floor Supervisors shall be subject to mandatory overtime in the same manner as other employees and when mandated they will function as a Dispatcher.

Any additional overtime for the purpose of the Dispatch Floor Supervisor performing non-dispatch activities shall not result in a detriment to other members of the Bargaining Unit ability to work overtime on a voluntary basis.

9.4.3 Holiday Work. See section 14.2 for Holiday Pay details.

9.4.4 Daylight Savings Time Work. An employee who works a shift that falls during Daylight Savings time change will receive 1 hour paid overtime if they work 13 hours, or will get paid their full 12 hour shift if they work 11 hours.

9.4.5 Compensatory Time Option. An employee may elect to accrue any hours required to be paid at an overtime rate as compensatory time off at the time and one-half rate to a maximum accrued balance of fifty (50) hours, to be scheduled (in accordance with Fair Labor Standards Act requirements) at a time mutually approved by the employee and the Executive Director or designee, and to be used in fifteen (15) minute increments, and will be calculated and reported in the same manner as Section 9.1. A request to use Compensatory Time off may be denied if it is during the dispatcher's regular schedule hours (straight time) and the dispatcher has not found their own coverage or may be denied if the request would bring the number of

dispatchers on the floor below minimum staffing as defined by season (See Article 10.7).

At the time of the overtime when the employee selects the compensatory option the employee will be subject to the restrictions that an employee may not accrue more than a total of fifty (50) hours of compensatory time at any time under any circumstances. Whenever an employee works any overtime that would result in the employee's exceeding a total of fifty (50) hours of accrued compensatory time, the employee shall be paid for that overtime at the overtime rate (as provided by applicable federal and state laws), whether or not the employee had advance notice of the amount of compensatory time the employee had accrued.

An employee at any time may request a complete or partial payout of their compensatory bank (at their straight time rate) to be completed on the next payroll cycle.

9.5 Transfers. A transfer is defined as an employee's movement from one job classification to another job classification with the same minimum salary. An employee's salary will not change as the result of a transfer.

9.6 Call-In Pay. An employee who has called in from home (or similar location) to begin work prior to his/her scheduled starting time, or to return to work after completing a full shift, will be guaranteed a minimum of two (2) hours' straight-time pay in addition to the appropriate pay for hours worked, provided such call in is approved by the Executive Director or designee. This provision does not apply when the employee comes in early or works over the regular shift as long as there is no break in service in excess of thirty (30) minutes.

9.7 Callout Pay. An employee who is responsible for callout in an overtime situation involving an employee who calls in sick or for qualifying bereavement leave will receive Five Dollars (\$5.00) per callout.

9.8 Staff Meetings and Training. An employee attending a mandatory staff meeting or training activity shall be paid for all such hours that are compensable under federal and state wage and hour laws at the employee's regular straight-time hourly rate, unless otherwise required by law. An employee who attends such meeting or training while not on duty or in excess of a twelve (12) hour work day shall be paid at the employee's overtime rate for the minimum of two (2) hours' pay or the actual number of hours spent in the activity); however, this two- (2-) hour minimum shall not apply to an employee who is not working a twelve (12) hour shift and whose scheduled work shift begins or ends within fifteen (15) minutes of the commencement or conclusion of the activity, but an off-shift employee will also be paid for the 15 minutes' waiting time.

9.9 Trainer Pay. The Cowlitz 911 employee assigned as the trainer of a new employee by the Executive Director or designee will receive an additional Three Dollars (\$3.00) an hour for each full hour spent performing those duties.

9.10 Lead Pay. Lead employee(s) will receive an additional seven percent (7%) above current salary (including base wages and any longevity). The selection of Lead employees and their

continued service will be at the Employer's discretion. Current Lead Employees shall retain their position and the additional seven percent (7%) unless promoted to Dispatch Floor Supervisor.

9.11 Dispatcher in Charge Pay. If there is a dispatcher shift in which a Supervisor, Dispatch Floor Supervisor or Lead dispatch employee is not present, then the most senior employee on duty for that shift will be the Dispatcher in Charge (DIC). If the most senior employee on duty for that shift does not want the responsibility of being the DIC, then it will move to the second most senior and so forth until one agrees. The DIC will be responsible for monitoring workflow of the shift, handling any problems that may arise during the shift, updating the floor schedule for overtime or sick calls, looking over yearly schedule and monthly posted overtime for errors, and other duties as requested by management. The DIC will receive an additional Two Dollars (\$2.00) per hour while performing the duties of DIC.

9.12 Under-Staffed Pay. If no guild employee is eligible for callouts, employees working a shift that falls below minimum staffing levels (which may change based upon busy or slow season, as per Article 10.6) shall be paid at the rate of time and one-half (1.5) of their regular rate of pay (.5 above salary) for all hours worked while under-staffed.

Example—If a dispatcher regularly earned \$20 per hour, they would earn \$30 per hour while understaffed.

If any employee is working under this section on an overtime shift, they will be paid at the rate of time and one-half (1.5) of their overtime rate of pay. Which would be equivalent to two and one-quarter (2.25) of their regular rate of pay for all hours worked while under-staffed.

Example—If a dispatcher was earning \$30 per hour on OT, they would earn \$45 per hour while understaffed.

If an employee is working under this section on a regularly scheduled holiday shift, they will be paid at the rate of time and one-half (1.5) of their holiday rate of pay. Which would be equivalent to two and one-quarter (2.25) of their regular rate of pay for all hours worked while under-staffed

Example—If a dispatcher was earning \$30 per hour on a holiday, they would earn \$45 per hour while understaffed.

If an employee is working understaffed while on a holiday on an overtime shift, they will be paid at the rate of three times (3) of their regular rate of pay.

Example – If a dispatcher was earning \$40 per hour while on a holiday OT shift, they would earn \$60 per hour for all hours worked while understaffed.

If a dispatch supervisor covers the shift, then staffing will not be considered below minimum staffing for the hours the supervisor is working the floor.

9.13 No Duplication or Pyramiding. Except for purposes of calculating an employee's hourly rate for overtime purposes (when the highest rate required by federal or state wage and hour laws shall be used), an employee who qualifies for pay under two or more provisions of this Article 9 and/or any of the other provisions of this Agreement shall be paid as required under each of those provisions. However, under no circumstances other than any required by federal or state wage and hour laws will the

same hours be counted twice, directly or indirectly, for overtime purpose. This section is not applicable to section 9.11.

9.14 Bilingual Pay. Employees fluent in Spanish or such other languages that may be agreed upon shall receive an additional \$100.00 each month. The employer shall establish a process for testing and a standard for fluency.

9.15 Retention Bonus. Beginning on January 1, 2025, and continuing every year thereafter, employees who have been continuously employed with Cowlitz 911 during the previous year (on the Employer's payroll from January 1st of the year through shall December 31st of that year) shall receive a cash bonus on their anniversary date of hire equal to one thousand dollars (\$1,000.00) in recognitions of their continued employment.

9.16 Longevity Pay. Effective the first of the month after bargaining unit members that have completed 7 years (or eight four (84) months) of continuous service with Cowlitz County and Cowlitz 911 combined shall receive each month longevity pay in an amount equal to two and one-half percent (2.5%) of their base wage.

After 12 years (or one hundred forty-four (144) months) of combined continuous service, longevity pay shall increase to five percent (5%) of the employee's base wage.

After 20 years (or two hundred forty (240) months) of combined continuous service, longevity pay shall increase to seven and one-half percent (7.5%) of the employee's base wage.

ARTICLE 10 HOURS OF WORK - GENERAL

10.1 Workday. The normal hours of work for regular full-time employees' schedule will consist of a twelve (12)-hour or four (4)-hour days that total forty (40)-hours in the designated workweek. All employees have a paid lunch and while on paid lunch, employees shall return to work if requested to do so and shall not receive additional compensation for doing so.

Employees on a twelve (12) hour shift will not be eligible for holdover except in case of extraordinary circumstances at the discretion of the Dispatcher in Charge (DIC) if no Lead, Dispatch Floor Supervisor or Administrator are available, or an emergency, such as extreme weather, terrorist incidents, or county-wide disasters mandating additional staffing. In an emergency all employees will be deemed available for service.

10.2 Schedule Changes. The Employer retains the right to schedule hours of work within the employee's designated workweek including, but not limited to, starting and stopping times, days-on/days-off sequences, rotation of shifts and days off, frequency of changes, and the creation of overlapping shifts. Except in cases of emergency or situations beyond the Employer's control, the Employer will notify the employee and the Association at least seven (7) calendar days prior to the effective date of any change and will consider any employee or Association suggestions or objections received prior to the announced effective date.

10.3 Shift Trades. Each employee may initiate two shift trades in excess of one week per year with adequate advance notice and the approval of the Executive Director or designee, provided that the shift trade does not result in any additional cost Cowlitz 911. Employees will work the same number of scheduled hours as reflected on the posted yearly schedule.

10.4 Bidding Work Schedules. In order to assist in the orderly scheduling of employees by seniority, management and the guild will meet to discuss possible shifts, changes and coverage plans prior to September 1.

Management will then give the senior person a list of all available scheduled shifts by September 1. The senior person (and each subsequent employee) will have up to two of their working days to select a work schedule and will then pass the schedule on to the next most senior person to do the same so that the schedule selection can be completed no later than December 1. Selected schedules will begin the following January. When released from training status, new employees shall be allowed to select from available annual vacation days (as per limits set in Article 13.3), however they will not participate in the schedule bid process until the next annual selection process.

Effective January 1, 2025, the Employer may designate for shift bidding purposes four (4) shifts for Dispatch Floor Supervisors and the Dispatch Floor Supervisors shall be limited to one of those four (4) shifts based on total Seniority.

Once bid upon for the year, each shift shall be for the duration of that entire year unless staffing levels decrease.

10.5 Alternative Work Schedule. Either party may initiate an evaluation of the alternate work if that party determines that there are insufficient personnel available to properly staff the shifts, utilize sick leaves, vacation and other accrued leaves, or the schedule imposes undue financial or other burdens on a party. The parties will meet and consult in an effort to correct the problem(s) or develop an alternative work schedule within forty-five (45) days. Either party may choose to end the alternate work schedule and immediately return to the workweek set forth in the Collective Bargaining Agreement at Article 10, Section 10.1. Should other issues arise and remain unresolved during the duration of the contract, either party may at any time request to undergo further consultation.

10.6 Staffing Guidelines. Staffing guidelines are maintained in an effort to balance the need to schedule assignments and allow Cowlitz 911 employees the opportunity to use their vacation and holiday leave accruals and to provide a workforce sufficient to handle the ongoing workload. Suggested staffing levels are to be used as a guideline by the Administration to meet workload demand and to determine when leave requests may be granted. All staff coverage may be adjusted dependent upon workload, holidays, inclement weather, natural disaster or special details (i.e. warrant sweeps, traffic emphasis, etc.) and will be addressed by the Executive Director or designee on a case-by-case basis and communicated to the Association with a much notice as practicable.

10.7 Staffing Guidelines per Season. Minimum staffing will use the below guidelines by season, however final minimum staffing decisions will remain at the discretion of Executive Director or designee.

Slow Season. The slow season will be defined as the Wednesday after Labor Day to the Thursday before Memorial Day. During these months of the year there will be no mandates for a 5th dispatcher position, except in the event of inclement weather, natural disaster or special events as outlined above, and at the discretion of the Executive Director or designee. The 5th dispatcher overtime position for these specific months will only be covered by voluntary overtime. Minimum of 4 dispatchers between the hours of 0900-2300 and a minimum of 3 dispatchers between the hours of 2300-0900.

Busy Season. The busy season will be defined as the Friday before Memorial Day to the Tuesday after Labor Day. During this timeframe and in the event of a 5th dispatcher position is scheduled and subsequently an on-duty staff member requests annual leave, the leave will be granted if the position is filled by voluntary overtime. Minimum of 4 dispatchers between 0700-1100, minimum of 5 dispatchers between 1100-2300, minimum of 4 dispatchers between 2300-0100 and a minimum of 3 dispatchers between 0100-0700. Based on Operating Needs and in consultation with the Association the Employer may waive the requirement to mandate a 5th dispatcher position.

Exceptions: A dispatcher on overtime between the hours of 2300-0300 has the right to go home at 0100 if the workload allows or can decide to work the overtime until 0300. If this dispatcher on overtime, declines to leave at 0100, another dispatcher can leave if this is not causing any additional overtime. Also, if there is overtime from 0700-1100 but the dispatcher wants to have their start time be 0900, if the workload allows and staffing is adequate, they will be allowed to come in at 0900.

10.8 Scheduled Overtime. Vacancies known and posted per management seven (7) days or more in advance will be considered scheduled posted overtime and will be given out on a seniority basis. Employees offering to fill a vacancy must advise (by specifically indicating on the posting) if they are offering to cover four (4), six (6), or eight (8) hours or twelve (12) hours. Time is awarded by seniority in four (4) hour blocks of time first to the most senior full-time employee then part time employees. Vacancies known less than seven (7) days in advance will be filled by using the procedures established in Section 10.8 below, and the same rules and exemptions will apply as outlined in Section 10.9 below. Scheduled overtime will be posted by the 1st of every month whenever possible. Employees signing up for posted overtime on one of their “protected days off” during vacation leave, another bargaining employee who is not on vacation can be awarded the time first. If multiple employees not on vacation select to work the time, it will be awarded based on seniority. If no employee not on vacation time is interested in the time, it will be awarded to the employee on vacation.

10.9 Mandatory Call-Out List. The Mandatory List shall be composed of a page for each employee and will be arranged from least senior to most senior employee. When a trainee is signed off, they are placed at the front of the mandate book. When a vacancy arises that requires mandatory coverage, Dispatchers will be called or paged from CAD using the Mandatory List. Those who are reached or callback to accept the CAD page will be expected to report to work as requested. Failure to do so may result in disciplinary action. If two or more employees volunteer for the overtime, the senior employee shall be awarded the overtime. In the event the employee who is scheduled to work the overtime calls in sick, their page shall be moved to the front of the book. In the event the vacancy cannot be filled by the end of the on-duty employee’s shift, the first on-shift employee who comes up in the Mandatory List shall be required to hold over until the relief has arrived, unless that causes the employee to work more than 12hrs or causes a split shift with less than 12hrs in between. If either of those occur, move onto the next on-shift employee in the Mandatory List. Any period of mandated time will cause the page to be rotated.

10.10 Procedure for Filling Vacancies of Less Than Three Days But More Than Eight (8) Hours.

Step 1. If a Dispatcher assigns the Dispatcher’s own overtime vacancy in less than three (3) days, it will be awarded to the most senior Dispatcher who offers to cover the time. The Dispatcher must contact all Dispatchers that are eligible to cover the vacancy via

phone or in person. If the most senior volunteer wants all the hours requested, they will be awarded all the hours. If the most senior volunteer only wants a portion of the hours, they will be awarded those hours and the remaining hours are awarded to the next in seniority who offered.

Step 2. If a Dispatcher will be assigning the Dispatcher's own overtime vacancy that will not arise for three (3) or more days, the Dispatcher may post the overtime by leaving an email for all other Dispatchers. The email must include the posting date, hours and dates of needed coverage and closing date. After three (3) days, the Dispatcher must review the responses and assign the overtime to the most senior Dispatcher that offered. It is the Dispatcher's responsibility to ensure that everyone had the opportunity to respond (for example, a Dispatcher on days off since the posting or on days off who is just concluding vacation time) to the posting. A Dispatcher who does not have the opportunity to respond must be called at home For the purposes of Sections 10/10 and 10.11 the term "Dispatcher" includes Dispatch Floor Supervisors.

10.11 Procedure for Filling A Vacancy Due to Call-In or Other Time Off Which Must Be Assigned in Less than Eight (8) Hours.

Step 1. Overtime will be limited to four (4) hours in addition to a regular shift, except when working an alternate work schedule.

Step 2. Dispatchers on shift prior to the vacancy or Dispatchers on the shift immediately following the vacancy shall be asked first in order of seniority.

Step 3. If no volunteer is obtained at Step 2, the mandatory list will be used. Employees who volunteer will be considered to have been mandated and their page in the mandatory book will be moved to the back.

A supervisor can offer to work for a mandated employee or fill the position if no employee responds to cover the vacant time.

10.12 Use of Unscheduled Time Off. All paid time off other than vacations, sick and bereavement leave shall be considered unscheduled time off. Unscheduled time off must be approved by the Executive Director or designee, cannot be requested more than thirty (30) days prior to the date(s) requested and shall only be granted when the requesting employee has obtained a replacement through the procedure described in this Article, except that mandatory callout shall not be utilized for this purpose. Approval or disapproval will be given within seventy-two (72) hours. No unscheduled time off will be approved prior to all posted overtime being assigned. An employee requesting unscheduled time off where there is an employee mandated to work during the time off requested will only be approved if the mandated employee consents and the requesting employee has secured a replacement employee. If there is no posted overtime for the date requested, time off shall be approved.

Except as otherwise provided, all unscheduled time off requests will require the requestor to find an eligible employee who is willing to volunteer to work the total number of hours requested by the requestor, and potentially all eligible hours in conjunction with the time off request. The Director or designee may deem adequate coverage exists and no overtime coverage is necessary or will be necessary. Management may cancel

or notify the requestor or the overtime employee that the overtime coverage will not be needed. The scheduled overtime employee will receive no additional compensation. If the overtime employee cannot be reached prior to the overtime shift and they respond for duty, they are guaranteed two (2) hours of overtime work, and then may be excused from duty, unless operational needs require them to remain on duty.

Management or their designee may deny or exclude an employee from working overtime that the management believes could fatigue the employee and possibly jeopardize the safety of the citizens, responders or the employee.

Unscheduled leave approved less than seventy-two (72) hours prior to the shift that the employee intends on taking off, shall be subject to cancellation should the administration or their designee deem operationally necessary.

Unscheduled time off cannot be taken until an eligible volunteer(s) have been obtained, all schedules have been updated, and the request has been submitted to a Lead or Supervisor. Changes to the floor schedule must be completed prior to submitting the request; it is the responsibility of the requestor to update the schedules. Any subsequent changes to the schedule are the responsibility of both the requestor and the overtime employee whichever employee is on duty at the time of the change.

ARTICLE 11 MEAL PERIODS AND BREAKS

Meal periods and breaks will be provided in compliance with WAC 296-126-092, or any superseding provision of Washington law.

ARTICLE 12 INSURANCE COVERAGE AND BENEFITS

12.1 Eligibility and Plans. Employer agrees to provide group health, dental, and vision insurance coverage for all full-time employees and their eligible dependents. Employer agrees to provide life insurance coverage in the amount equal to annual salary rounded to the next highest \$1,000 for all full-time employees.

12.2 Coverage. Eligible employees desiring group health, dental or life insurance coverage must sign up for coverage during the periods and according to the procedures established by the plans.

12.3 Premiums. Effective January 1, 2025, Employer agrees to pay up to one thousand nine hundred dollars (\$1,900) toward the cost of the monthly premium for eligible employees for the plans described in Section 12.1, with the excess amount to be paid by the employee through payroll deductions. Premiums for each type of health care plan type can be split between the employer and employee as determined by the employer.

Each subsequent year, the Employer agrees to increase their monthly premium contributions by 80% of the aggregate average increase in our offered medical plans, toward the cost of monthly premium for eligible employee for the plans described in Section 12.1, with the excess amount to be paid by the employee through payroll deductions.

In the event the lowest cost plan decreases, or the cost of dental plan premiums decrease, Employer's contribution will decrease by ninety-five percent (95%) of the amount of the decrease. In no event will Employer's contribution ever exceed the monthly contribution rate.

12.4 VEBA HRA Accounts. If an employee selects options in which the total monthly premiums are less than employer monthly contribution rate (\$1,650 for 2022 for example), the Employer will still pay the total amount of that monthly premium option, with the excess amounts going into the employee's VEBA HRA Account up to a determined monthly cap.

Any current employees as of January 1, 2022 (either with current VEBA or a current medical plan) will have a monthly contributions cap towards their VEBA account of one thousand five hundred and fifty (\$1,550) per month. Any employees hired after January 1, 2022 will have a VEBA contribution cap at seven hundred fifty dollars (\$750) per month.

12.5 Disputes. All disputes, complaints and questions, and any and all other issues arising out of or in any way connected with the underlying insurance policies or plans or their interpretation or administration shall be exclusively resolved in accordance with the underlying plan procedures and ERISA, and shall not be subject to Article 4 of this Agreement.

12.6 Continuation of Insurance. Except as otherwise required by law, Employer will continue paying its normal share of the cost of premiums for health insurance coverage for the balance of the month in which an employee suffers an accepted on-the-job injury or illness and/or begins a leave of absence qualifying under the federal Family and Medical Leave Act (FMLA) or Washington State Paid Family and Medical Leave (PFML), and for up to a cumulative total of three (3) additional month(s) in any eighteen- (18-) month period, regardless of the number or type of such injuries or illnesses or leaves.

12.7 Unpaid Time Off. Except as provided in Section 12.5, Employer's share of premium costs will be prorated in any month in which an employee has any unpaid time off.

12.8 Deferred Compensation Match. Effective January 1, 2026 the Employer shall match employee contributions to their deferred compensation account up to a maximum of three percent (3%) of the employee's base pay.

ARTICLE 13 VACATION

13.1 Eligible Employees. All full time employees are eligible to earn paid vacations.

13.2 Vacation Accrual Rates.

13.2.1 Vacation Accrual. Eligible employees accrue and/or earn vacation at the rate defined in Section 13.6 for each continuous month of completed service after the last day of the month. Employees may earn a different rate if otherwise stated in the individual employee signed employment contract. In the case of Leave without Pay (LWOP), accrual rates are pro-rated for the month.

13.2.2 New Hires. Accrued vacation time for new hires does not become usable or payable until the employee has accumulated six (6) months of vacation accruals. If

prior to 6 months, new hires have a qualifying illness and have exhausted their sick hours, they may use accrued vacation hours for these purposes, otherwise vacation hours are still only usable after 6 months. Each incident of using vacation hours in this manner, will require a case-by-case review by supervisor and could be denied based on evidence or situation.

13.2.3 Rehired Employees. All employees who have terminated employment with Employer, voluntarily or involuntarily, and thereafter are rehired shall be treated the same as a new hire under Section 13.2.2. This provision shall not apply to an employee involuntarily terminated as a result of a layoff and rehired within one (1) year of the separation, and any such employees shall be reinstated (for vacation accrual purposes only) to their prior years of service in effect at the time of the layoff and shall be allowed to use time as it is accrued.

13.2.4 Maximum Vacation Accruals. Earned vacation may be accumulated up to a maximum of two hundred ninety six (296) hours at the end of each calendar year and shall be paid when an employee leaves the employment of Employer. If the employee is unable to take vacation leave due to the work requirements of the Center, the employee will be allowed to request a deferral (in writing) of such leave for a time set certain. The Executive Director will review such requests for approval. Employees will not be eligible for a deferral if, at any time during that year, they have switched scheduled annual leave for compensatory time.

13.3 Scheduling of Accrued Vacation. Vacation leave requested before December 31 will be approved and granted by seniority within a department. In order to assist in the orderly requesting of time off, a vacation schedule for the following year will be given to the senior person by September 1 of the preceding year. The guild will be responsible for ensuring the process and format of vacation selection is followed per the contract. The guild will also be responsible for turning in final vacation schedule to management at completion. Employees who are in training will not select vacation days or work schedule until they are signed off and out of training. When they are released, they can pick vacation days that are open and may use any accrued vacation time they have on the books.

Step 1 – Each employee will have up to two (2) of their working days to select of annual leave in up to forty- (40-) hour blocks. Employees with sixteen (16) or more consecutive years or more of service within the Department on January 1st of each year will have up to two (2) of their working days to select up to three (3) weeks (120 hours) of annual leave in up to forty (40) hour blocks of time. The third (3rd) week cannot include any days in the months of June, July, or August on the initial selection. The vacation schedule must pass on to the next most senior employee until the selection process is complete. Employees with less than 16 years of consecutive of service with the Department on January 1st of each year will have up to two (2) working days to select up to two (2) weeks of annual leave in up to forty (40) hour blocks.

Step 2 – After step 1 is completed, the selection process then starts over (second round) with the senior person with 16 or more years of service within the Department on January 1st of each year will have up to two (2) of their working days to select up to another one (1) week of annual leave in up to forty (40) hour blocks. Employees with less than 16 years of consecutive years of service within the Department on January 1st of each year will have up

to two (2) of their working days to select another up to two (2) weeks (80 hours) of annual leave in up to forty (40) hour blocks.

Step 3 – After step 2 is completed the selection process then starts over (third round) for employees with eleven (11) or more years of consecutive service. Employees with 16 or more years of consecutive service will have up to two (2) working days to select up to another two weeks of annual leave in up to forty (40) hour blocks. Employees with 11 to 15 years of consecutive service shall have up to two (2) working days to select up to one (1) week of annual leave in up a forty (40) hour block.

The entire forty (40) hour block does not have to be used, but the block will still be counted towards the employee's choice. Forty- (40-) hour blocks do not have to be consecutive blocks but must be consecutive days. Any forty- (40-) hour block leave requests that are subsequently canceled, sixty (60) days prior to the scheduled vacation) will be posted and the next least senior employee to the canceler shall have first right to the canceled vacation.

Only one bargaining unit employee-per scheduled hour during a specific date (24-hour period) can be on vacation. During most of the year, a maximum of 24 hours per day are available to be signed up for during the vacation selection process (for example, one 12-hour dayshift employee and one 12-hour nightshift employee may be on vacation on the same date). However, on the Fourth of July, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, a maximum of 16 hours per day are available to be signed up for (for example: one 12-hour dayshift employee and a four (4) hour nightshift employee).

Should an employee choose a vacation during a scheduled transition week (three-month rotation) the employee may use annual leave in excess of forty hours to accommodate a maximum of 10 consecutive days off.

13.4 Scheduling of Floating Holidays Floating holiday time is to be selected in the same manner as annual vacation leave; however, it may only be selected in the third-round by seniority. Once floating holiday time is selected, it must be used as floating holiday time and may not be exchanged for annual leave or compensatory time. See Section 14.3 for more details on Floating holidays.

13.5 Exempt from Mandates While on Vacation Employees on scheduled vacation (vacation leave scheduled during the vacation selection that starts September 1st of the preceding year) are exempt from mandatory overtime. Scheduled vacation will start on the last normally scheduled hours of their shift and will be exempt from mandate after those hours. In addition, they will not be available for mandate until the start of their first hour of their first scheduled shift after their scheduled vacation selection. Example: It is the dispatcher's Friday, they work 1100-1500, and they are going on vacation. Their vacation starts at 1500 (cannot be mandated after 1500). Another example on the backside: It is the dispatcher's Monday and coming back from vacation. Their shift is 1100-1500. They are not available to be mandated until after 1500 that day.

13.6 Vacation Accrual Rates All full-time employees will earn vacation in accordance with the table set forth below:

<u>Employment Anniversary Date in Years</u>	<u>Vacation Accrual Rate Per Pay Period</u>	<u>Annual Total Hours Accrued</u>
0	5	120
1	5.5	132
2 - 3	6	144
4 - 8	6.25	150
9	6.5	156
10	6.75	162
11 -12	7	168
13 - 14	7.25	174
15 -16	7.75	186
17 and over	8.5	204

13.7 Payment of Earned Vacation. Employees who have been signed off to work on their own (or, in the event of death, the employee’s estate) who separate from employment will be paid for all earned vacation time up to the maximum established in Section 13.2.4. If a new hire employee (including lateral employees) separates employment before being signed off, vacation hours will not be paid out.

13.8 Calculation of Vacation Time and Pay. Except as otherwise allowed by law, earned vacation must be used in fifteen (15) minute increments to be calculated and reported in the same manner as Section 9.1, with the number of hours in their assigned shift for that day to be charged for each full day’s absence. Eligible employees will receive pay at their regular hourly rate at the time the vacation is taken (or cashed out under Section 13.5) for the number of vacation hours used.

13.9 Buyback (Cash-out) of Vacation Hours. Employees will have two options to request a payout of up to 40 hours of their vacation bank (maximum of 80 hours total annual payout) , if after each payout their bank retains a minimum of 40 hours. If requested by the start of that month, payout of these hours will occur on the second paycheck of May and/or the second paycheck of November.

ARTICLE 14 HOLIDAYS

14.1 Eligible Employees. All full-time employees are eligible to paid holidays as outlined in Section 14.2.

14.2 Holiday Pay Every employee who is scheduled to work on the holiday will receive eight (8) hours of holiday straight-time pay and will receive .5 (50%) above their regular rate for all hours worked on the 24-hour period on the date of the actual holiday.

An employee who was not originally scheduled (is called-in, mandated, or work posted overtime), and works the holiday will receive eight (8) hours of holiday straight-time pay and will receive 2 times their regular rate for all hours worked on the 24-hour period on the date of the actual holiday.

An employee who works only a partial shift (for example 4 hours), will be paid 8 hours holiday pay, and hours worked (4 hours) at .5 (50%) above their regular rate on the 24-hour period on the date of the actual holiday.

An employee who does not work on the day of the holiday will receive eight (8) hours of straight-pay (holiday pay) for that day.

14.3 Recognized Holidays. Employer recognizes the following paid holidays on the date specified for eligible employees:

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Washington's Birthday (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Day (December 25)

14.4 Floating Holiday. In addition to the holidays recognized under Section 14.2, eligible employees will also receive one (1) twelve (12) hour floating holiday starting in the calendar year in which the employee completes the probationary period and shall earn one (1) twelve (12) hour floating holiday as of January 1 of each calendar year thereafter. After the calendar year in which their 10th anniversary falls, , an employee shall receive two (2) twelve (12) hour floating holidays on January 1 of each year. Floating holidays can be scheduled in the same manner as a vacation day or used on an hour for hour basis. Floating holiday hours must be used in the year credited, cannot be carried over or accumulated under any circumstances, and any unused floating holidays are not paid out upon any separation from employment.

Floating Holidays may be selected by seniority order in the 3rd Round pick of vacation picks or may be saved to use at a later date, but then the dispatcher will have to find their own coverage. See Section 13.4.

14.5 Holiday Pay Rate. Holiday pay will not be paid out if an employee is on unpaid time off on the date of the holiday.

ARTICLE 15 SICK LEAVE

15.1 Eligible Employees. All employees are eligible to earn paid sick leave.

15.2 Sick Leave Accrual Rates.

15.2.1 Sick Leave Accrual. Eligible employees accrue sick leave at the rate of four (4) hours per pay period (a total of eight (8) hours for each continuous month of completed service) .

15.2.1a Sick Leave Accrual for New Hires. In lieu of the accrual rate set forth in Section 15.2.1, new hires will receive a sick leave bank of forty-eight (48) hours upon hire. Upon starting their seventh month of service new hires will accrue sick leave as provided in Section 15.2.1.

15.2.2 Rehired Employees. All employees who have terminated employment with Employer, voluntarily or involuntarily, and thereafter are rehired shall be treated the same as a new hire under Section 15.2.2. An employee involuntarily terminated as a result of a layoff and rehired within one (1) year of the separation shall also have his/her former sick leave bank restored if the employee did not receive any payment for sick leave at the time of separation.

15.2.3 Maximum Sick Leave Accruals. Earned sick leave may not be rolled over at the end of the calendar year in excess of twelve hundred (1200) hours.

15.3 Scheduling Sick Leave. An employee who knows in advance that he/she will be using sick leave (for example, for surgery, maternity, treatment of an injury, etc.) shall give the Executive Director or designee notice as soon as the need is known. An employee who experiences an unforeseen need to use sick leave shall give the notice as soon as the need is known.

15.4 Use of Sick Leave. Sick leave must be used in fifteen (15) minute increments, and will be calculated and reported in the same manner as Section 9.1, with the total number of hours of the employees scheduled shift to be charged for each full day's absence. Sick leave cannot be used until it has been accrued and may be used, charged and compensated only for periods of absence falling within the employee's normal scheduled work hours, and only for the following reasons:

- a. Any period of non-occupational disability, including one caused by pregnancy, miscarriage, abortion or childbirth, incapacitating the employee from performing one or more of the essential functions of the employee's regular job;
- b. Any period of occupational disability incapacitating the employee from performing one or more of the essential functions of the employee's regular job, provided that only such sick pay can be used as is necessary, when added to the amount of any state industrial insurance time-loss payments, to bring the employee's pay to one hundred percent (100%) of normal straight-time earnings. An employee who opts not to use sick leave in this manner shall so state in writing to the payroll person by 10th and 25th of the month, and such option is irreversible after the close of the payroll period.
- c. Any exposure to contagious disease that would jeopardize the health of coworkers and/or the public.
- d. The employee's own (or that of any child under age 18 or any spouse or older child who is disabled or incapacitated and requires the employee's assistance) medical or dental appointments or treatment that cannot reasonably be scheduled outside of normal working hours; and

- e. Illness, injury, impairment, or physical or mental condition of a member of an employee's immediate family requiring the presence of the employee. "Immediate family" will have the meaning established in Section 21.1.
- f. any mandated quarantines required by local, state or federal governments.

An otherwise eligible employee may not use sick leave to cover time missed when Employer had work available (for example, modified or light-duty work) and/or offered an accommodation which would allow the employee to perform the essential functions of the job which the employee refused to accept, provided the work was compatible with the employee's current medical restrictions. Employees qualifying for the use of sick leave must use accrued sick leave prior to going on unpaid status. Misuse or abuse of sick leave will be grounds for disciplinary action, up to and including termination.

15.5 Pay in Lieu of Sick Leave At time of termination, an employee who has been signed off and has less than twenty (20) calendar years combined Cowlitz 911 and County employment will be compensated for one-half (1/2) of the accrued and unused sick leave up to a maximum payout of three hundred sixty (360) hours. At the time of termination, an employee who has twenty (20) calendar years of more combined employment will be compensated for one-half (1/2) of the accrued and unused sick leave up to a maximum payout of 600 hours.

15.6 Sick Leave Pay Rate. Eligible employees will receive pay at their regular hourly rate at the time the sick leave is taken (or cashed out under Section 15.5) for the amount of earned sick leave used, to be calculated and reported in the same manner as Section 9.1, the actual number of scheduled work hours to be charged for each full day's absence.

15.7 Use of Accrued Sick Pay Leave. If an employee has exhausted sick leave, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave. If an employee is on vacation leave and the employee would otherwise be eligible to use sick leave under Section 15.4, the employee may change vacation leave to sick leave for those days/hours.

15.8 Sick Leave Donations. The Executive Director or designee may allow an employee to receive annual leave or sick leave donated by other Cowlitz 911 employees if:

1. The employee has a need for one (1) or more days that would qualify under sick leave usage, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or terminate employment;
2. The employee has depleted or will shortly deplete his or her annual and sick leave reserves;
3. The employee's absence and use of donated leave are justified;
4. The employee has abided by all rules regarding sick leave use;
5. The employee is not currently receiving payment or benefits under any form of disability plan, including workers' compensation or WA Paid Family Medical Leave (PFML); and
6. The employee has been employed by Employer for one (1) consecutive year.

Leave shall be donated on an hour-for-hour basis and no monetary value shall be attached, regardless of the pay rates of the donor(s) or recipient. Upon the recipient's return to work, and to the extent administratively feasible, any unused donated time will be returned to the donor (or on a pro rata basis if multiple donors).

15.9 Pandemic Reopening. The Parties agree that in the event the CDC or governor of WA state declares a health emergency based on a declared Pandemic either party may re-open this Article to negotiations.

ARTICLE 16 PERSONAL LEAVE

16.1 Eligibility. Regular employees are eligible for an unpaid personal leave of absence for up to a cumulative total of sixty (60) calendar days in any eighteen (18)- month period. Among the factors which determine whether a leave will be allowed are the reason for the request; the employee's overall length of service; the employee's performance, safety, and disciplinary (including any discipline for attendance, tardiness or call-in problems) history and/or records; any previous leaves of absence (and the length/purpose of such leaves); the employee's job and pending (or projected) job assignments; the employee's commitment to return to work immediately following the leave; the availability of a temporary replacement; and the potential impact on Employer.

16.2 Application for Personal Leave or Extensions. The Executive Director or designee may grant unpaid personal leave for up to five (5) days, but unpaid personal leave for longer periods or extensions of five- (5) day personal leaves must be requested from the Executive Director. Extensions must be requested prior to the expiration of the original leave and must be deemed appropriate under the standards set forth in Section 16.1.

16.3 Pay and Benefits. Personal leaves are unpaid, and employees must exhaust all accrued and available sick leave (if otherwise eligible to use it) prior to going on unpaid status. No new benefits accrue while an employee is on unpaid personal leave.

16.4 Reinstatement. All requests for reinstatement after a leave exceeding five (5) days must be made to the Executive Director or designee. An employee returning from personal leave will be eligible for the first available position within the employee's classification. Returning employees shall have no right to displace regular employees.

ARTICLE 17 FAMILY AND PARENTAL LEAVES OF ABSENCE

17.1 Eligibility. All eligible employees will be granted medical or family leave in accordance with Federal Family and Medical Leave Act (FMLA, WA State Paid Family and Medical Leave (WA PFML), or any other applicable state and/or federal law. Such leaves will run concurrently. For the Federal Family and Medical Leave Act (FMLA), although Cowlitz 911 does not currently meet the requirement of number of employees in one location (50 or more), we are voluntarily offering FMLA for those employees that meet all other eligibility requirements. An employee not eligible for protected leave under such law may apply for personal leave under Article 16.

17.2 Employee Expectations. Employees seeking family and/or medical leave must complete applicable Cowlitz 911 forms and should consult with Human Resources prior to taking extended leaves when practicable.

17.3 Continuation of Benefits. Insurance benefits and normal employer contribution amounts will continue while employee is on a protected leave as listed in Article 12.5. All other benefits, such as paid holidays and accrual of sick and vacation time will not continue while an employee is on leave. For months of partial leave and partial paid time (work, sick or vacation hours), benefits will be pro-rated.

ARTICLE 18 DISABILITY LEAVES

18.1 Eligibility. All employees are eligible for a disability leave of absence for recovery from bona fide disabling on- or off-the-job illnesses or injuries. Except as otherwise allowed by law, disability leaves are limited to a cumulative total of six (6) months in any eighteen- (18-) month period. This includes all on- and off-the-job illnesses, injuries and conditions, including the period of time a woman is disabled because of pregnancy, childbirth, or related medical conditions or occurrences, as well as any leave granted under Article 17.

18.2 Rules Governing Disability Leaves. Except as otherwise allowed by an applicable law:

- a. Disability leaves must be requested in writing and must be approved by the Human Resources Generalist.
- b. All disability leaves are conditioned upon furnishing satisfactory medical proof within ten (10) days of the initial absence and every thirty (30) calendar days thereafter.
- c. Disability leaves are always granted for an estimated period of time, and an employee who recovers and is able to return to work must immediately contact the Executive Director or designee. An employee who was able or released to return to work and does not do so within three (3) days is subject to immediate termination.
- d. An employee who has been off work thirty (30) consecutive calendar days may be required to personally contact the Executive Director or designee on such schedule as Employer may establish in a letter mailed to the last address reflected in the employee's personnel file. Violations of this rule will be treated as any other "call-in" violation (see Section 6.3).

18.3 Pay and Benefits. Disability leaves are unpaid (except for employees who qualify for workers' compensation payments) and an employee may designate the order in which any accrued and available paid time off may be used by notifying the payroll person prior to the payroll cutoff date, but employees are required to exhaust all accrued and available sick leave prior to going on unpaid status. No new benefits will accrue while an employee is on an unpaid disability leave.

18.4 Reinstatement. All requests for reinstatement must be made to the Director or designee. An employee returning from disability leave normally will be reinstated to his/her previous job and wage within two (2) scheduled workdays of the request, provided that in the event the employee indicates his/her availability prior to the scheduled or estimated end of the absence, the employee will be returned no later than five (5) scheduled workdays thereafter.

ARTICLE 19 JURY AND WITNESS DUTY (“CIVIC”) LEAVES OF ABSENCE

19.1 Jury Duty Leave. Employees who are required to serve on a jury under some form of subpoena or court order may obtain a paid leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extensions. Employees who are scheduled for the swing or graveyard shift on the day of the jury duty service will be excused from work for the shift either prior to or after the day they serve, and this excused shift will be considered part of the paid jury duty leave of absence. An employee called for jury duty who is excused from attendance at a time which would allow him/her to return to work during normal scheduled hours must immediately contact supervisor for instructions.

19.2 Witness Duty Leave. Employees who are required to appear in court or in a state or federal administrative proceeding to testify under some form of subpoena or court order may obtain an unpaid leave of absence for the period of time necessary to do so. Employees who are scheduled for the swing or graveyard shift on the day of witness duty service will be excused from work for the shift either prior to or after the day they serve. An employee called for witness duty who is excused from attendance at a time which would allow him/her to return to work during normal scheduled hours must immediately contact the supervisor for instructions.

19.3 Advance Notice. An employee who will require jury or witness duty leave must provide a copy of the summons or subpoena to the Executive Director or designee on the first scheduled working day following its receipt.

19.4 Pay and Benefits. Employer will reimburse employees for scheduled work lost for jury duty leave or for testifying as a court witness to provide information derived as a result of on-duty employment. Pay will be based upon the straight-time hours of work (at the employee’s regular base wage rate) actually scheduled and missed as a result of the jury or witness duty obligation, and the employee must reimburse Employer for any jury duty fees (excluding any per diem or travel allowances). An employee who qualifies for witness duty leave but is not entitled to compensation under this provision may use any accrued floating holiday, comp time, or vacation time and may retain any compensation received from responding to the subpoena or court order.

ARTICLE 20 MILITARY LEAVES OF ABSENCE

All eligible employees will be granted military leave in accordance with any applicable state and/or federal law, and shall be required to provide such advance notice of the need for leave or any request for reinstatement according to the statutory procedures and time limits, and reinstatement shall be as required by law.

ARTICLE 21 BEREAVEMENT LEAVES OF ABSENCE

21.1 Immediate Family. Upon the death of an “immediate family” member, employees will be allowed up to three (3) days off with pay to grieve, assist in making arrangements and attend the services. “Immediate family” means spouse, parent, grandparent, brother, sister, in-laws (meaning parents, siblings or children-in-law), child (including adopted children), grandchild, aunt, uncle, niece or nephew, or any other person related by blood or marriage regularly residing in the employee’s household at the time of death. Employees who require additional time off may request personal leave.

21.2 Other Relatives/Friends. Upon the death of relatives not listed in Section 21.1 or friends, employees will be allowed up to one (1) day of bereavement leave without pay. Employees may use accrued leave time available before taking bereavement leave without pay under this section.

21.3 Pay and Benefits. An employee who is eligible for bereavement pay under Section 21.1 and is on vacation leave at the time of the death may change vacation leave to bereavement leave. Employees granted bereavement leave under Section 21.1 may additionally use any accrued floating holiday or vacation time. Pay will be based upon the straight-time hours of work (at the employee’s regular base wage rate) actually scheduled and missed as a result of the bereavement.

ARTICLE 22 JOB VACANCIES AND CHANGES

22.1 Job Vacancies. Employer will post vacancies in any job classification covered by this Agreement on bulletin boards or in company email. Regular employees desiring to be considered for any vacancy will indicate their interest by submitting a written request for consideration within seven (7) calendar days of the posting or distribution. Regular employees will be given first consideration for any vacancy (but this requirement will not preclude Employer from simultaneously soliciting outside applications).

22.2 Changes in Classifications. Employer will have the right to make changes in job duties, and if the Association believes that the change(s) warrant(s) a change in any wage schedule, the parties will meet within fifteen (15) calendar days of the Association’s request and negotiate in good faith. If the parties do not reach agreement within twenty (20) calendar days of meeting, the Association may ask an arbitrator to review the wage issue by making a request within ten (10) calendar days thereafter, provided that no increase in any wages or wage schedule will be appropriate unless there is a substantial change in job duties or responsibilities.

ARTICLE 23 SENIORITY

23.1 Seniority Defined. There will be one class of seniority established by this Agreement. A list of current employees and seniority dates are set forth in Appendix B, and will be posted on the Association bulletin board within ten (10) calendar days after the signing of this Agreement. Employer will thereafter post updated seniority lists during the first week of January of each year that this provision is in effect. Protest to any employee’s seniority date or position on such list must be made in writing within fifteen (15) calendar days after posting and, absent a timely protest, the dates and positions will be conclusively deemed correct. Any timely protest may be submitted to the grievance procedure,

provided that it is filed within the appropriate time limits. Seniority shall consist of the total consecutive time of employment with Cowlitz County and Cowlitz 911 as an employee.

23.2. Seniority Disputes. Seniority will be established by date of application if two (2) or more employees were employed on the same date, or otherwise by process of drawn lot.

23.3 Uses of Seniority. Where performance between employees is considered to be equal, the senior employee in seniority will be given preference in promotion, transfer, layoff and recall. "Performance" shall include demonstrated skill and ability, prior disciplinary (including any discipline for attendance, tardiness or violations of call-in rules relating to employees who will be late or unable to report to work) and work records.

23.4 Probation Period. An employee who is selected for a new position will be given a trial period of up to twelve (12) calendar months to demonstrate the ability to satisfactorily perform the required work to Employer standards. The trial period will be twelve (12) months and will automatically be extended by the number of scheduled workdays in excess of twenty (20) (or one-hundred-sixty (160) hours, whichever is less) the employee is unable to work, regardless of the reason or cause. An employee disqualified during this period normally will be returned to the employee's prior job classification, step and wage. An employee returned to the former position will not thereafter be eligible to rebid for a position in the same classification for one (1) year.

23.5 Adjustments in Seniority Date. An employee who is absent from work without pay, excluding all periods on military leave or other protected leave, will have his/her seniority dates (and step-increase date) moved forward by the number of calendar days equal to the duration of the entire absence. For purposes of this Section 23.5, an absence of four (4) hours or more in any scheduled workday shall be counted as a full-day of absence.

23.6 Loss of Seniority and Employment. Seniority and employment will be lost by any resignation; any termination of a probationary employee, or of a regular employee for just cause; failure to report to work on the first workday following the end of an approved leave of absence unless the employee has earlier received the Executive Director or designee's written approval for an adjusted return date; absence from work for more than a cumulative total of twelve (12) months in any eighteen- (18-) month period regardless of the reason or cause, or accepting employment of any kind, including self-employment, while on a leave of absence without obtaining the Executive Director or designee's advance written permission (which shall not be unreasonably withheld) and (in the case of any disability leave) the treating physician's advance written permission; for other legitimate reasons or as otherwise allowed by other provisions of this Agreement.

ARTICLE 24 PERFORMANCE OF DUTIES

24.1 No Strikes. During the term of this Agreement, the Association and its agents, representatives and officers, and all employees covered by this Agreement, as individuals and as a group, will not initiate, authorize, participate, assist in or encourage any strike, work stoppage, sick-out, slowdown, picketing, or any other disruption or restriction of work at Employer's premises or at any other location where Employer performs services or Employer representatives are present on official business. This specifically includes "sympathy" strikes and the observance of picket lines, signs, or appeals from any

labor or other organization to engage in any such prohibited activities, but excludes any form of “informational” or “free speech” picketing and leafleting conducted on employees’ nonworking time.

24.2 No Strike Violations. Any employee engaging in any activity in violation of Section 24.1 shall be subject to immediate disciplinary action, including discharge, and the only issue reviewable through the grievance procedure will be whether the employee in fact violated its provisions.

24.3 No Waiver. Nothing in this Article shall be interpreted to preclude recourse to any other available judicial or administrative remedies.

ARTICLE 25 TRAINING AND DEVELOPMENT

25.1 Purpose. The Employer agrees to encourage and promote training opportunities to increase and sustain the effectiveness of the Employer’s work force, and will provide an opportunity for four (4) hours of training per month for Dispatch employees.

25.2 Mandatory Training. The Executive Director or designee may require the attendance of an employee at any and all school and/or training sessions as he/she deems appropriate, provided that except in cases of emergency or other circumstances warranting shorter notification, seven (7) calendar days prior notification of training time and dates will be provided to the affected employee(s).

25.3 Compensation for Time. An employee attending mandatory training will be compensated as required by Section 9.8. Except if otherwise required by federal or state wage and hour laws, voluntary attendance at non-mandatory training and development courses will not be considered compensable time.

25.4 Reimbursement of Costs. Employer will pay tuition and related costs prior to the employee taking any required or requested employer-approved courses. Employer may offer tuition reimbursement for some non-mandatory courses notwithstanding that it is not obligated to provide compensation for time spent in the training. Any books and printed materials provided by the training and included in the cost of tuition shall become the Employer’s property.

ARTICLE 26 GENERAL

26.1 Personnel File.

26.1.1 Official File. There shall be one (1) official personnel file for each employee. There will also be one (1) confidential file for each employee to contain medical and other confidential information, as required by law.

26.1.2 Entries and Access. Whenever an entry is made by the Employer into an employee’s official personnel file, a duplicate copy will be supplied to the employee. However, it is understood that any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the Employer. The Employer agrees that the contents of these files, including personal photographs, shall be confidential and shall restrict the use of information in the file to Employer’s

business. Access to the employee's own official personnel and confidential file shall be allowed during normal business hours, but an employee shall not be entitled to compensation for time spent reviewing the file. The Association shall have the right to request copies of such relevant employee personnel records as are relevant to its status and responsibilities, and may also request copies of personnel records on an employee's behalf with written authorization.

26.2 Critical Incident Debriefing.

26.2.1 Employer will determine and advise employees involved in a critical incident of the dates and times of any subsequent debriefings.

26.2.2 Employees will be encouraged to attend any and all critical incident debriefings which may be available through the Employer or any of the public safety agencies with whom they work.

26.2.3 Employees who were involved in a critical incident will be allowed, upon request, to attend a debriefing on work time, and relief will be provided so they may attend.

26.2.4 Employees who wish to have a debriefing may request one to the Executive Director, HR Generalist, or designee.

26.3 Examinations and Releases. Employer may require physical, mental or other examinations as permitted by the Americans with Disabilities Act or any other applicable law. In the event of any disagreement between any physician or other health care provider selected by an employee or the Association and one selected by the Employer, the two health care providers shall select a third within ten (10) calendar days of the request of either party whose opinion shall be final and binding. The expense of the third examination shall be equally divided between the parties.

26.4 Savings Clause. It is the intention of the parties hereto to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement will be complied with unless any of such provisions are enjoined, or declared invalid or inoperative by a court of final jurisdiction, in which event the remainder of this Agreement shall not be affected thereby. Upon request by either party within ten (10) calendar days thereafter, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of any such provision. If the parties are unable to reach a solution within thirty (30) calendar days from the commencement of negotiations, or by any mutually agreed deadline thereafter, each party shall have the right to take whatever lawful action it deems appropriate notwithstanding any of the other terms and conditions of this Agreement, provided, however, that if it does not do so within thirty (30) calendar days thereafter, the matter shall be deemed resolved until the expiration of this Agreement.

26.5 Waiver Clause. This Agreement contains the sole and entire agreement between the parties. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. During the life of this Agreement or any extension thereof, neither party shall be obligated to bargain collectively

with respect to any matter, whether or not specifically referred to or covered in this Agreement, unless specifically required to do so by its express terms.

26.6 Amendments. The terms of this Agreement may be supplemented, amended, modified or waived only by a mutual agreement in writing, which expressly states that it is intended to have that effect and is signed by both parties.

26.6.1 Both parties agree to resume negotiations and create possible amendments regarding the topic of a new classification of employees: part-time dispatch employees and/or call-taker employees.

26.7 Duration and Term of Agreement. This Agreement shall be in full force and effect from January 1,2025 through December 31,2027 and thereafter from year to year unless sixty (60) calendar days' written notice is given by either party prior to the expiration date. The parties agree to meet and negotiate at mutually acceptable times and places within the sixty- (60) day period immediately preceding the termination of this Agreement, or earlier by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on _____ day of _____ 2024 .

COWLITZ EMERGENCY SERVICES ASSOCIATION

COWLITZ 911

Michelle Sims, Guild President

Brad Thurman, Board Chair

Julia Martin, Guild Vice President

Alan Headley, Board Vice-Chair

Bob Gregory, Interim Executive Director

ATTEST:

Jessica Weygandt, Budget Finance Manager

**APPENDIX A
DISPATCHER WAGE SCALE**

2025 Rates

Time	Step	Annual Rate	Hourly Rate
On Hire	Trainee Step	\$61,962.09	\$29.79
On Sign-off	Step 1	\$62,763.94	\$30.17
1 st Anniversary	Step 2	\$65,060.21	\$31.28
2 nd Anniversary	Step 3	\$68,313.20	\$32.84
3 rd Anniversary	Step 4	\$71,728.85	\$34.49
4 th Anniversary	Step 5	\$75,315.29	\$36.21
5 th Anniversary +	Step 6	\$79,081.07	\$38.02

2026 Rates

Time	Step	Annual Rate	Hourly Rate
On Hire	Trainee Step	\$64,440.57	\$30.98
On Sign-off	Step 1	\$65,274.50	\$31.38
1 st Anniversary	Step 2	\$67,662.62	\$32.53
2 nd Anniversary	Step 3	\$71,045.73	\$34.16
3 rd Anniversary	Step 4	\$74,598.00	\$35.86
4 th Anniversary	Step 5	\$78,327.90	\$37.66
5 th Anniversary +	Step 6	\$82,244.31	\$39.54

2027 Rates

Time	Step	Annual Rate	Hourly Rate
On Hire	Trainee Step	\$67,018.19	\$32.22
On Sign-off	Step 1	\$67,885.48	\$32.64
1 st Anniversary	Step 2	\$70,369.12	\$33.83
2 nd Anniversary	Step 3	\$73,887.56	\$35.52
3 rd Anniversary	Step 4	\$77,581.92	\$37.30
4 th Anniversary	Step 5	\$81,461.02	\$39.16
5 th Anniversary +	Step 6	\$85,534.08	\$41.12

DISPATCH FLOOR SUPERVISOR WAGE SCALE

2025 Rates

Step	Annual Rate	Hourly Rate
Step 1	\$81,919.87	\$39.38
Step 2	\$86,015.52	\$41.35
Step 3	\$90,317.53	\$43.42
Step 4	\$94,831.87	\$45.59
Step 5	\$99,572.75	\$47.87
Step 6	\$104,552.04	\$50.27

2026 Rates

Step	Annual Rate	Hourly Rate
Step 1	\$85,196.66	\$40.96
Step 2	\$89,456.14	\$43.01
Step 3	\$93,930.23	\$45.16
Step 4	\$98,625.14	\$47.42
Step 5	\$103,555.66	\$49.79
Step 6	\$108,734.12	\$52.28

2027 Rates

Step	Annual Rate	Hourly Rate
Step 1	\$88,604.53	\$42.60
Step 2	\$93,034.39	\$44.73
Step 3	\$97,687.44	\$46.97
Step 4	\$102,570.15	\$49.31
Step 5	\$107,697.89	\$51.78
Step 6	\$113,083.48	\$54.37

Effective on January 1, 2025, the wage scale shall be increased by fourteen point six percent (14.6%) from 2024 wages. This increase is comprised of a ten percent (10%) wage catch up adjustment and a four point six percent (4.6%) cost of living increase.

Effective on January 1, 2026, the wage scale shall be increased by four percent (4%).

Effective January 1, 2027, the wage scale shall be increased by four percent (4%).

**APPENDIX B
COWLITZ 911
Seniority List
AS OF: 05/22/2024**

NAME	SENIORITY DATE
Deisher, Suzanne C.	07/03/95
Huhta, Tara L.	06/05/97
Sims, Michelle M.	08/16/04
Gilbert, Maria L.	06/04/06
Schaefer, Robert J	09/16/11
Schaefer, Kaylee	05/01/14
Evald, Joshua	01/03/2017
Perry, Samantha	02/01/2018
Gibbs, Misti	12/03/2018
Laudenschlager, Anna	07/26/2019
Ojalehto, Trista	11/18/2019
Swanson, Rebecca	12/26/2020
Morse, Tracey	04/29/2021
Martin, Julia	07/26/2021
Howe, Kathryn	10/11/2022
Munson, Ashlyn	9/11/2023
Aguirre, Jonathan	1/11/2024
McGregor, Emily	2/26/2024

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between COWLITZ 911 PUBLIC AUTHORITY, a political subdivision of the State of Washington, hereinafter called "COWLITZ 911", and Steve Reinke, DBA Reinke and Associates, a Washington Company located at 611 West 11th Avenue, Ellensburg, Washington, hereinafter called "CONTRACTOR".

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 29th day of May, 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of October, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 29th day of May 2024.

FOR COWLITZ 911 PUBLIC AUTHORITY

FOR CONTRACTOR:

Brad Thurman, Chair
Board of Directors



Steve Reinke DBA Reinke and Associates
Principal Consultant

ATTEST

Briana Harvill
Executive Assistant/HR Director

Date

SCOPE OF WORK

The CONTRACTOR to complete professional services work on behalf of COWLITZ 911 as follows:

Phase 1 – Process Review and Planning

- Review and edit the position job description and recruitment flyer as needed (Provided by Cowlitz 911).
- Confirm the position's salary range and benefits are competitive.
- Information gathering & recruitment profile development.
 - Profile research and stakeholder meetings - goal is to thoroughly understand organization, current challenges, geographical scope of recruitment, preferred qualifications as well as the timeline for this recruitment.
 - We would ask to meet with:
 - Board Members
 - Leadership Team
 - Dispatchers
 - Other key stakeholders/staff as directed.
 - Verify the job posting has complete, accurate information, including required and preferred qualifications; appropriate waivers for preliminary background and reference checks; and the entire recruitment schedule so candidates can plan their participation.

Phase 2 – Job Posting and Advertising

- The posting will include a supplemental questionnaire to assess candidate written communication skill, job interest and leadership philosophies and experience.
- Advertise the position with appropriate professional organizations and websites.
- Advertise the position on other platforms commonly viewed by potential candidates.
- Distribute recruitment flyers to target potential candidates and organizations.
- Leverage industry contacts to identify and encourage suitable candidates to apply.

Phase 3 – Candidate Review and Screening

- Analyze candidate submissions and qualifications to select semi-finalists.
 - The process includes preliminary background and reference checks as well as interviews with qualified candidates.
- Rank candidates in general order of preference.
- Review candidate submissions and findings in-person with the Interim Director and possibly one or two Board members to select finalists.
- Provide dossiers with each candidate's written submissions and summarize each person's performance to date including relevant information developed from background and reference checks.
- Notify participants of their status.

Phase 4 – Candidate Selection – Optional

- If requested, assist with the interview and selection process for finalists.

COMPENSATION

FEE FOR SERVICES: For services rendered, COWLITZ 911 shall pay to the CONTRACTOR:

Phase 1 Fixed Cost – \$4,500. Includes all hours, travel, mileage and per diem costs. 50% of the cost will be invoiced upon receipt of a purchase order or notice to proceed and 50% will be invoiced upon Phase completion.

Phase 2 Fixed Cost – \$3,000. Includes all hours, travel time, mileage and per diem costs. Invoiced upon Phase completion.

Phase 3 Fixed Cost – \$3,500. Includes all hours, travel time, mileage and per diem costs. Invoiced upon Phase completion.

Phase 4 Fixed Cost (Optional) – \$500. This Phase is optional at the sole discretion of COWLITZ911. Includes all hours, travel time, mileage and per diem costs. Invoiced upon Phase completion.

Payments for Phases 2 through 4 shall be made at the completion of each Phase of the Scope of Work but no more frequently than monthly. Each request for payment shall be supported by an invoice specifying the Phase and the payment amount requested.

In no event shall CONTRACTOR be compensated more than Eleven Thousand Five Hundred Dollars (\$11,500) for the completed work set forth in the Scope of Work in Attachment A.

GENERAL CONDITIONS**A. GUARANTEE**

1. Should the initial recruitment process fail to produce a suitable candidate for hire, CONTRACTOR will repeat the Scope of Work once for no additional fee.
2. CONTRACTOR will repeat the Scope of Work for no fee if, within one year of employment, the candidate hired is involuntarily terminated, including a resignation in lieu of termination.

B. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from COWLITZ 911 for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for COWLITZ 911 to respond to a request under the Act, as determined by COWLITZ 911, the CONTRACTOR agrees to make them promptly available to COWLITZ 911. If the CONTRACTOR considers any portion of any record provided to COWLITZ 911 under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If COWLITZ 911 receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and COWLITZ 911 determines that release of the information is required by the Act or otherwise appropriate, COWLITZ 911's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, COWLITZ 911 will release the requested information on the date specified.

COWLITZ 911 has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. COWLITZ 911 shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. COWLITZ 911 shall not be liable to the CONTRACTOR for any records that COWLITZ 911 releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless COWLITZ 911 in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for COWLITZ 911's allegedly improper release of confidential or proprietary information pursuant to a public records request.

C. OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to COWLITZ 911 under this Agreement shall be the joint property of COWLITZ 911 and the CONTRACTOR. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in COWLITZ 911 and the CONTRACTOR at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by COWLITZ 911 is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

D. INDEMNIFICATION/HOLD HARMLESS

1. Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold COWLITZ 911 and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, including the loss of use resulting therefrom. The indemnity includes but is not limited to: 1) liability arising in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) liability directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) liability based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of COWLITZ 911. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of COWLITZ 911. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COWLITZ 911 to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

2. Participation COWLITZ 911 – No Waiver. COWLITZ 911 reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
3. Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this Contract.

E. INSURANCE

Without limiting the CONTRACTOR'S indemnification of COWLITZ 911, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to COWLITZ 911.

1. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
2. Workers' Compensation Insurance. If required by law, CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
 - a. If required by law, CONTRACTOR shall submit to COWLITZ 911, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COWLITZ 911, its officers, agents, employees and volunteers.
3. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than the maximum amount allowed under Washington State law combined single limit for each accident, which is currently \$500,000.

F. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

1. Disputes. Differences between the CONTRACTOR and COWLITZ 911, arising under and by virtue of this Contract, shall be brought to the attention of COWLITZ 911 at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by COWLITZ 911's Contract representative or designee. All rulings, orders, instructions and decisions of COWLITZ 911's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.
2. Choice of Law, Jurisdiction and Venue. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
 - a. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Cowlitz County, Washington.
3. Severability. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
 - a. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
 - b. Should COWLITZ 911 determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, COWLITZ 911 may, in its sole discretion, terminate this Contract.



May 22, 2024

Cowlitz 911 Board of Directors
c/o Interim Director Robert Gregory

Dear Board Members,

During a recent conversation, Interim Director Gregory invited me to propose a Scope of Work (SoW) to assist the Board with the recruitment, selection and hiring of its next Executive Director.

Identifying leaders with the unique knowledge, skills, abilities and above all, the *temperament* necessary to lead a consolidated ECC requires a comprehensive approach. Reinke and Associates' industry expertise and understanding of what "*right*" looks like sets us apart. Our ECC specific selection process is designed to give the Board a comprehensive assessment of the candidates, including insights into the relevant experience and leadership philosophies they employ to deal with challenges commonly faced by ECC leaders.

Our approach to executive recruitment is "behind the scenes". From a candidate's point of view, your agency is the face of the recruitment process rather than an executive search firm.

Interim Director Gregory advised he is working on pre-recruitment components, including a salary and benefit survey and talking with Board members to identify strategies to support the new leader's success. Our SoW and pricing also presume the job description and recruitment flyer only need review and perhaps minor adjustments versus wholesale rewrites.

Proposed Timeline (Presumes a June 1st Notice to Proceed)

June 7	Initial posting and advertising.
June 7	Distribute recruitment flyers.
July 3	Application review and screening.
July 10	Brief Board of Directors on top candidates (in person executive session).
July 10	Notify top candidates.
July 19	Comprehensive background and reference check of finalist(s).
July 24-31	Interview Process Complete
Aug 2	Conditional offer. Schedule any required additional process.
Aug 5-9	Negotiate employment agreement.
Aug 9	Offer of employment.
Sept 1	Candidate starts work.

Executive Director Recruitment Proposal – Cowlitz 911 Public Authority

Scope of Work

Phase 1 – Process Review and Planning (\$4,500)

- Review and edit the position job description and recruitment flyer as needed (Provided by Cowlitz 911).
- Confirm the position’s salary range and benefits are competitive.
- Information gathering & recruitment profile development.
 - Profile research and stakeholder meetings - goal is to thoroughly understand organization, current challenges, geographical scope of recruitment, preferred qualifications as well as the timeline for this recruitment.
 - We would ask to meet with:
 - Board Members
 - Leadership Team
 - Dispatchers
 - Other key stakeholders/staff as directed.
 - Verify the job posting has complete, accurate information, including required and preferred qualifications; appropriate waivers for preliminary background and reference checks; and the entire recruitment schedule so candidates can plan their participation.

Phase 2 – Job Posting and Advertising (\$3,000)

- The posting will include a supplemental questionnaire to assess candidate written communication skill, job interest and leadership philosophies and experience.
- Advertise the position with appropriate professional organizations and websites.
- Advertise the position on other platforms commonly viewed by potential candidates.
- Distribute recruitment flyers to target potential candidates and organizations.
- Leverage industry contacts to identify and encourage suitable candidates to apply.

Phase 3 – Candidate Review and Screening (\$3,500)

- Analyze candidate submissions and qualifications to select semi-finalists.
 - The process includes preliminary background and reference checks as well as interviews with qualified candidates.
- Rank candidates in general order of preference.
- Review candidate submissions and findings in-person with the Interim Director and possibly one or two Board members to select finalists.
- Provide dossiers with each candidate’s written submissions and summarize each person’s performance to date including relevant information developed from background and reference checks.
- Notify participants of their status.

Phase 4 – Candidate Selection – **Optional** (\$500)

- If requested, assist with the interview and selection process for finalists.

Executive Director Recruitment Proposal – Cowlitz 911 Public Authority

Staff Involvement

Our approach is cost-effective because we don't take over the entire process. For the initial phases of job posting, advertising and collecting submissions, we will work with and guide Cowlitz 911's staff. We're *extremely* sensitive to the impact the process could have on staff time, so we minimize that impact by providing the content for the job posting and advertising materials, including outreach for the agency to target potential candidates.

Professional Services Fee

Reinke and Associates will perform the Scope of Work, including all travel time and expenses, for the price listed for each Phase of the Scope of Work, invoiced after the completion of each Phase of the Scope of Work. Total compensation shall not exceed \$11,500.

Expenses

Expenses related to the process are billed directly to the agency. Those costs typically include professional organization and other website job postings; background investigations; postage; candidate travel expenses; and venue costs including meals and refreshments.

Additional Terms and Conditions

Should the initial recruitment process fail to produce a suitable candidate for hire, Reinke and Associates will repeat the Scope of Work once for no additional fee. We will also repeat the Scope of Work for no fee if, within one year of employment, the candidate hired is involuntarily terminated, including a resignation in lieu of termination.

Reinke and Associates is listed on [MRSC Rosters](#) as an available professional services provider for the Cowlitz 911 Public Authority. We welcome a formal contract but would also be happy to provide services based on a Purchase Order and a Notice to Proceed with the Scope of Work.

Next Step

Reinke and Associates appreciates being considered for this work and would welcome the opportunity to answer questions. I'm available to attend this Wednesday's Board of Directors meeting via Zoom.

Thank you!



Steve Reinke
Principal Consultant